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DEBBIE CONWAY
CLARK COUNTY RECORDER

APN NO: 139-34-110-005
139-34-110-011

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Attention: Economic and Urban Development

(Space Above Line For Recorder's Use)

**AMENDED AND RESTATED DECLARATION OF SPECIAL LAND USE
RESTRICTIONS,**

OPTION TO PURCHASE

AND

INFRASTRUCTURE AGREEMENT

BY AND BETWEEN

CITY PARKWAY V, INC.

AND

PQ HOLDINGS, LLC

**Signed in
Counterpart**

**AMENDED AND RESTATED DECLARATION OF SPECIAL LAND USE
RESTRICTIONS, OPTION TO PURCHASE AND INFRASTRUCTURE AGREEMENT**

THIS AMENDED AND RESTATED DECLARATION OF SPECIAL LAND USE RESTRICTIONS, OPTION TO PURCHASE AND INFRASTRUCTURE AGREEMENT ("*Declaration*" or "*Agreement*") is made as of May 3, 2017, by and between CITY PARKWAY V, INC. a Nevada non-profit corporation ("*CPV*"), and PQ HOLDINGS, LLC, a Nevada limited liability company ("*PQ*"). CPV and PQ are herein individually and collectively referred to as the "*Parties*" or singularly as a "*Party*". Capitalized terms used herein shall have the meanings as set forth in Section 1.2 below.

RECITALS:

A. CITY PARKWAY IV A, INC. a Nevada non-profit corporation ("*CPIVA*"), CPV, PQ LAS VEGAS, LLC, a Delaware limited liability company ("*PQLV*") and PQ GROUND LESSEE, LLC, a Delaware limited liability company ("*PGL*") entered into that certain Declaration of Special Land Use Restrictions, Option to Purchase, and Infrastructure Agreement dated December 17, 2009 and recorded with the Office of Recorder of Deeds of Clark County, Nevada as Instrument Number 200912170000661 (the "*Initial Declaration*");

B. Subsequent to the recordation of the Initial Declaration, CPIVA has merged into CPV and CPV has succeeded to all of the assets and liabilities of CPIVA;

C. Concurrently with the recordation of this Agreement, PQLV has conveyed that certain real property described on Exhibit "A" attached hereto (the "*Site*") to PQ subject to the Initial Declaration and CPV has consented as required by the Initial Declaration, subject to the terms and conditions of this Agreement, to the conveyance of the Site to PQ;

D. The Site is part of a master planned development commonly known as Symphony Park, which is more particularly depicted in Exhibit "B" attached hereto ("*Symphony Park*");

E. But for PQ's agreement to comply with this Declaration and its real estate development and operation skills and expertise, CPV would not have consented to the conveyance of the Site to PQ; and

F. The Parties mutually desire to amend and restate the Initial Declaration as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining landholdings and Symphony Park as a whole. Therefore, it is vitally important to CPV that development within Symphony Park be consistent with CPV's master plan for Symphony Park. This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes. The Parties agree that the Agreement supersedes the Initial Declaration in all respects and that the Initial Declaration is no longer in force and effect. Subject in all events and circumstances to the Requirements and the Symphony Park Documents, the Parties further agree that any and all restrictions, liabilities or obligations of Developer relative to CPV or the City with respect to the Site are expressly set forth in (i) the Agreement and (ii) any agreement or document expressly referenced in the Agreement and that the Agreement supersedes any other agreements or documents with respect to such matters.

1.2 Certain Definitions. The following terms shall have the following definitions:

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

"Air Rights Easement" means an easement to use the air rights over the Union Pacific railroad line currently existing on Symphony Park for the construction of the Bridge as generally depicted on Exhibit "C" attached hereto.

"Alternative Use" means any use permitted by the Requirements which is not an Exclusive Use at the time of Commencement of Construction.

"Box Culvert" means that box culvert required to be constructed for the Project as set forth in the plans and specifications prepared by Kimley Horn Associates dated May 2010 and titled Symphony Park - Phase 2.

"Bridge" means a pedestrian bridge constructed within the Air Rights Easement connecting Symphony Park to the east side of the Union Pacific railroad line as generally depicted on Exhibit "C" attached hereto.

"CPV" has the meaning set forth in the first paragraph of this Declaration.

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

“City Council” means the governing council of the City.

“Commence Construction” or “Commencement of Construction” means (i) the commencement of pouring of foundations for all of the buildings comprising the Specific Facilities and (ii) the commencement of environmental management of the Site as set forth in Section 2.4.

“Common Interest Act” means Chapter 116 of the NRS.

“Completion of Construction” as to any portion of the Project means the date that such portion of the Project receives a temporary certificate of occupancy or a notice of completion is recorded in the Recorder’s Office for such portion of the Project.

“Condominium Unit” means any residential and/or commercial condominium units and common elements related thereto within the Project.

“Condominium Unit Owner” means the owner of a Condominium Unit, other than Developer.

“Construction Commencement Date” means December 17, 2021.

“Contaminated Soil” shall have the meaning set forth in Section 4 of the Soil Management Plan.

“Controlling Interest” means the ownership of, directly or indirectly, or other legal right to direct the voting of, more than fifty percent (50%) of the voting interests in a Person or the governing body of such Person.

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

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

“Declarant” means the Person that is the declarant under the Symphony

Park Documents from time to time.

“Design Standards” means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 as revised and adopted On April 2, 2014 by Ordinance 6311.

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

“Developer” means collectively PQ and each and every successor owner of the Site; *provided, however*, that in no event shall any Condominium Unit Owner be deemed to be a Developer.

“Developer Obligations” has the meaning set forth in Section 2.4 below.

“Developer Obligations Cap” means the amount of Seven Million Eighty Thousand Seven Hundred Forty-Seven Dollars (7,080,747.00).

“EMNA” means that Exclusive Master Negotiation Agreement dated December 17, 2009 between CPV and PQLV.

“Exclusive Use” means the operation of a performing arts center.

“Fair Market Value of the Site” shall be the appraised fair market value of the Site as of the date of determination based upon the purchase price that would be paid by a willing purchaser to a willing seller in an arms-length transaction for the acquisition of the Site, taking into account the existing size and configuration of the Site and taking into account the following facts and making the following assumptions: (a) the existing improvements and use of the Site, if any, and (ii) the restrictions and obligations imposed on the Site and Developer under this Agreement, including, without limitation, the Developer Obligations. The appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years of experience in the Las Vegas business area, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by CPV, in each instance by written notice of designation given to such Party's designated appraiser and the other Party hereunder no later than thirty (30) days from and after the date of such notice by CPV, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and CPV upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by CPV, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead

shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of CPV and the Developer shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute such Party's waiver of its right to so comment.

"Foreclosure Transfer" means a transfer of Developer's rights in the Site occurring as a result of (i) foreclosure by a Recognized Mortgagee, or (ii) deed in lieu of foreclosure to a Recognized Mortgagee or its Designee.

"Foreclosure Transferee" means the purchaser, transferee or other assignee in a Foreclosure Transfer and its grantees, successors and assigns.

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

"Nonrestricted Gaming" means a gaming operation operating pursuant to a nonrestricted gaming license issued pursuant to Chapter 463 of NRS, or any successor Chapter of NRS.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Operating Agreement" means an agreement with a gaming and resort operator for the gaming operation of the Project as approved by CPV pursuant to Section 2.1(b) below.

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

"Project" means, collectively, the Specific Facilities and the environmental management of the Site pursuant to the Soil Management Plan, provided, however, that if an Alternative Use is permitted pursuant to Section 2.2(c) below, the term "Project" shall include such development on the Site as an Alternative Use.

"Purchase Option" has the meaning set forth in Section 3.4.

"Purchase Price" means the lower of (i) Sixteen Million Dollars (\$16,000,000.00) and (ii) Fair Market Value of the Site.

"Recognized Mortgage" means an interim or permanent loan or loans made in good faith and for value by a third party institutional lender (which may include any owner and/or operator of the Specific Facilities, bank, investment bank, insurance company, fund, real estate investment trust, securitization vehicle, credit company and other companies regularly in the business of making commercial mortgage loans) and used only for the planning, predevelopment, acquisition, construction and/or related activities of Specific Facilities on the Site or refinancing of such a loan of which CPV has been provided (i) a true and complete copy of the mortgage or deed of trust and note secured thereby, which Developer will execute to obtain the financing, and all other instruments evidencing or securing the indebtedness evidenced by said note; (ii) a copy of the loan agreement or other agreement pertaining to the disbursement of funds that Developer will execute to obtain the financing; and (iii) a copy of a Request for Notice of Default pursuant to NRS 107.090 prepared for execution and acknowledgment by CPV which, when recorded at the expense of Developer, will entitle CPV to the notices prescribed by NRS 107.

"Recognized Mortgagee" means the lender pursuant to a Recognized Mortgage.

"Recorder's Office" means the Office of Recorder of Deeds of Clark County, Nevada.

"Requirement" means, collectively, (a) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all governmental authorities having jurisdiction over Developer or other Persons, or Symphony Park, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, Symphony Park, or any vault in, or under Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (b) any temporary or final certificates of completion and/or occupancy issued for Symphony Park, as then in force; (c) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Developer under this Declaration; (d) the Design Standards; (e) the Symphony Park Documents; and (f) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record affecting the Site.

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

"Site" has the meaning set forth in Recital A above.

"Soil Management Plan" means that Soil and Groundwater Management Plan Revision 1, Symphony Park, Project #H000557; prepared by Kleinfelder Project No.: 20154986.001A; dated February 14, 2017 and Sampling and Analysis Plan Revision No. 1, Symphony Park. February 14, 2017.

"Soil/Groundwater Management Costs" has the meaning set forth in Section 2.4(a) below.

"Specific Facilities" means, collectively, (a) a hotel with at least the number of rooms required in order to qualify as Resort Hotel under NRS 463.01865 , or any successor chapter of NRS, (b) a casino licensed for Nonrestricted Gaming with a minimum of twenty-five thousand (25,000) square feet of floor area, and (c) all related infrastructure and other improvements to the Site (other than the Box Culvert) to be constructed as part of the Project.

"SPDRC" means the design review committee created and operating pursuant to the Design Standards

"Unavoidable Delays" means delays due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, governmental stoppage not resulting from noncompliance with the Soil Management Plan, unusually severe or abnormal weather conditions, failure of utilities, or a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party). In no event shall any of the following constitute an Unavoidable Delay with respect to a Party: (a) any Party's financial condition or inability to fund or obtain funding or financing; (b) any change in the management or ownership of a Party; or (c) the application to a Party of any Requirement. In connection with Developer's obligations under this Declaration, Unavoidable Delay shall include, without limitation, any delay resulting from the failure of any element of the Box Culvert being completed which causes actual delay in Developer's performance of its obligations. The Party asserting an Unavoidable Delay shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

"Symphony Park Documents" means (a) the Charter for the Symphony Park Master Association and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Master Association, Inc., a Nevada non-profit corporation; (c) the by-laws of the Symphony Park Master Association, Inc.; (d) the Design Standards; (e) the rules and

regulations of the Symphony Park Master Association, Inc. adopted from time to time; and (f) the Declaration of Shared Parking Covenants, Conditions and Restrictions for Symphony Park.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within thirty (30) years after the recordation of this Declaration shall at CPV's option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 3 below. The Restrictions shall not apply to the Condominium Unit Owners. Developer shall not have any liability or obligation hereunder for any violation of this Declaration by Condominium Unit Owners except for Condominium Units owned by Developer.

(a) Subdivision. Except as may be reasonably required in order to construct and/or operate the Specific Facilities, Developer shall not cause any change or amendment to any parcel or final map covering the Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Developer file any applications with any governmental agency with respect to any of the foregoing matters, unless approved by CPV, which approval shall be granted or withheld by CPV in its sole discretion.

(b) Use and Zoning. Developer shall not use or develop or permit the use or development of the Site or any portion thereof for any purpose other than the development and operation of the Project in compliance with this Declaration and the Requirements and Restrictions. Developer agrees that the gaming and resort portion of Project shall be operated by an experienced gaming and resort operator pursuant to a written agreement with such operator (the "*Operating Agreement*"). The Operating Agreement and the identity of such operator shall be approved by CPV. In connection with CPV's review of the Operating Agreement and operator, Developer shall provide to CPV such financial and other information of the operator as requested by CPV. CPV agrees that it shall not unreasonably withhold or delay approval of such operator and the Operating Agreement. Additionally, Developer shall not change or attempt to change existing zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under existing zoning, unless expressly approved by CPV, which approval may be withheld by CPV in its sole discretion. Notwithstanding the foregoing, CPV shall cooperate, at no cost to CPV, with Developer's efforts to obtain any special use or other permits required in order to develop, construct and/or operate the Project.

(c) Conveyance. Developer agrees that it shall no later than thirty (30) days after any change in the ownership of Developer including, without limitation, the admission of any Person as a member in Developer or the entering into of any agreement by Developer for

the ownership and/or operation of the Project provide written notice thereof to CPV along with all material details relating to such transaction. Developer and CPV agree that:

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

(ii) Developer shall not make any Conveyance without the prior written approval of CPV, which approval may be withheld at CPV's sole discretion except as provided in Section 2.1(c) (ii)(A) and (B) and Section 2.3 below. Notwithstanding the foregoing, the following shall be permitted Conveyances and shall not require CPV's approval hereunder:

(A) in the case of any constituent owner of Developer that is publicly traded, a transfer of such publicly traded stock to any Person; or

(B) A one time right to make a Conveyance of all or a part of the interests in Developer or a Conveyance of the Site to a Person which (i) has a license issued by the State of Nevada for Nonrestricted Gaming and (ii) at the time of the Conveyance is operating Nonrestricted Gaming operations (or the equivalent of Nonrestricted Gaming in other of the United States) with a collective total of at least 600 rooms, so long as Developer promptly provides CPV with written notice of such Conveyance as well as documentation in form reasonably approved by CPV confirming that the transferee or assignee has agreed in writing to assume and be bound by all of Developer's obligations hereunder, including Section 2.2(a) and 2.2(b). Developer shall provide written notice to CPV no less than thirty (30) days prior to any such Conveyance along with evidence establishing that such Person meets the requirements of this Paragraph (B) and that such transferee or assignee has agreed in writing to assume all of Developer's obligations hereunder.

(iii) CPV agrees that notwithstanding anything to the contrary contained herein, Developer shall have the right from time to time to place a Recognized Mortgage on the Site and/or the Specific Facilities.

(iv) CPV agrees that the restrictions set forth in this Section 2.1(c) only apply to the period prior to the Completion of Construction and that after the Completion of Construction there shall be no restrictions whatsoever on the Developer to make any Conveyance and such restrictions shall automatically be of no force and effect.

(d) Condominiums; Disclaimers.

(i) Developer acknowledges that the Symphony Park Documents provide that Symphony Park is subject to the Common Interest Act. Developer agrees that it shall comply in all respects with the Common Interest Act in the marketing and sale of any Condominium Unit in the Project.

(ii) Developer also agrees that all public offering statements delivered by Developer in connection with the marketing and sale of Condominium Units, any and all sale contracts for Condominium Units and all leases for Condominium Units or other space in the Project, and all governing documents of any condominium associations created in connection with the Project shall (A) contain a statement disclaiming any responsibility on the part of the CPV Indemnified Parties for the design, construction or maintenance of the Project or any portion or element of the Project; and (B) provide a waiver of any claims or causes of action against the CPV Indemnified Parties in connection with the design, construction or maintenance of the Project or any portion or element of the Project. Such disclaimer and waiver shall be substantially in the form attached hereto as Exhibit "E".

(e) Indemnity.

(i) The CPV Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold harmless the CPV Indemnified Parties from and against, any loss, cost, liability, claim, cause of action, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from or related in any way to: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing construction, ownership and operation of the completed Project; (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or caused by any construction or by operations in construction of any private or public work related to the Site and/or the Project) or any latent or patent defects in the Project; (C) any act or omission (whether or not negligent) of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; (D) the development, construction, ownership and operation of the Project, including, without limitation, the marketing and sale of Condominium Units or any claims related to the quality or fitness of the construction of the Project or any elements of the Project, including, without limitation, Condominium Units; or (E) the failure of Developer to comply with the terms and conditions of this Agreement; except to the extent any of the matters described in clauses (A), (B) or (D) is due to the negligence or willful misconduct of any CPV Indemnified Party. The CPV Indemnified Parties shall not be liable, to the extent of Developer's insurance coverage (if available to cover the loss and in any case exclusive of deductibles), for any loss or damage to any Person or property. Without limiting the generality of the foregoing, except to the extent caused by the negligence or willful misconduct of any of the CPV Indemnified Parties (and then only in such CPV Indemnified Party's proprietary capacity as opposed to its governmental capacity), the CPV Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any injury or damage to person or property resulting from hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar disturbances, flooding, rain or ice; or (III) leakage of steam, gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) Developer shall notify CPV within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes is likely to give rise to a claim against the CPV Indemnified Parties of Fifty Thousand Dollars (\$50,000) or more, whether or not any claim has been made, complaint filed or suit commenced.

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

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

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

(f) Insurance. Developer shall at all times maintain the insurance coverage required to be maintained pursuant to the Symphony Park Documents to the extent available on commercially reasonable terms.

(g) EMNA. Developer acknowledges and agrees that the EMNA has terminated and that Developer has no interest or rights under the EMNA.

2.2 Specific Facilities Requirements. Subject to Unavoidable Delay or any default of CPV hereunder, Developer agrees to develop and operate the Specific Facilities on the Site. The violation of any of the following shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) No later than eighteen (18) months after the date of recordation of this Declaration (the "*Feasibility Date*"), Developer shall submit to CPV evidence in a form reasonably acceptable to CPV that (i) that Developer has entered into a binding agreement with a Person for the investment of equity in Developer or an Affiliate of Developer or into the Project of at least \$5,000,000.00 for the development of the Project and (ii) Developer has submitted to CPV conceptual drawings and plans of the Specific Facilities. In the event Developer fails to submit such evidence as required by this Section 2.2(a), the sole and exclusive remedy of CPV will be as set forth in Section 3.4 below. Developer shall have the one, and only one, right to extend the Feasibility Date for 90 days by delivery to CPV of a written notice no later than thirty (30) days prior to the Feasibility Date of a notice of extension along with evidence reasonably acceptable to CPV that the equity investment will in fact occur within such additional ninety (90) days and Developer has in fact submitted the conceptual drawings for approval pursuant to the Design Standards.

(b) Commencement. Developer agrees to Commence Construction of the Specific Facilities no later the Construction Commencement Date. The time limits provided in this Section 2.2(b) shall be extended as a result of Unavoidable Delays. In the event Developer fails to Commence Construction as set forth in this Section 2.2(b), the sole and exclusive remedy of CPV will be as set forth in Section 3.4 below. Developer shall have the one, and only one, right to extend the Construction Commencement Date for 180 days by delivery to CPV of a written notice no later than ninety (90) days prior to the then Construction Commencement Date of a notice of extension along with the following for CPV's approval which approval shall not be unreasonably withheld:

(i) Evidence of binding commitments for all equity and debt financing required for the construction of the Project;

(ii) Evidence that Developer has applied for all permits and other governmental approvals necessary under applicable Requirements for the construction and operation of the Project and such permits and approvals are proceeding, including a license for Nonrestricted Gaming on the Site; and

(iii) Evidence that Developer has an agreement with a qualified operator of a Nonrestricted Gaming operation on the Site or other arrangement with such an operator.

Upon the submission of (i)-(iii) and CPV's approval thereof, the Construction Commencement Date shall be extended by 180days.

(c) Completion. Developer shall cause Completion of Construction of the Specific Facilities no later than thirty-six (36) months after the date of Commencement of Construction, as same may be extended as a result of (i) Unavoidable Delays or (ii) such other delays which are customary and reasonable delays in connection with the construction of construction similar to the Project up to a maximum of no more than 180 days..

(d) Alternative Uses. CPV agrees that in the event (i) Developer does not provide the evidence as required under Section 2.2(a) or (ii) Developer does not Commence Construction as required by Section 2.2(b) and (ii) CPV does not exercise its Purchase Option to purchase the Site pursuant to Section 3.4 below, then Developer may thereafter develop any Alternative Use on the Site without the consent of CPV. In such event notwithstanding anything to the contrary contained in this Declaration, Developer shall have the right to obtain any permits, subdivision approvals or zoning amendments, variances or exceptions necessary or appropriate for an Alternative Use without the consent of CPV. Developer agrees however that CPV's failure to exercise its right to purchase the Site pursuant to Section 3.4 as a result of Developer's default under Section 2.2(a) above (i) does not waive or terminate the right of CPV to exercise its right to purchase the Site pursuant to Section 3.4 as a result of Developer's default under Section 2.2(b) above, (ii) Developer's obligations under Section 2.2(b) shall remain in force in effect and Developer may not develop an Alternative Use until such time as CPV does not exercise the Purchase Options as a result of Developer's default under Section 2.2(b).

(c) FAA Height Limitations and other Restrictions. The Parties agree that in the event the Federal Aviation Authority has in effect height limitations which apply to the Site/and or the Specific Facilities or there are other Requirements which apply to the Site/and or the Specific Facilities either of which (i) generally prevent the development of the Specific Facilities and (ii) after commercially reasonable efforts on the part of Developer to obtain a waiver, variance or other approval of the application of such height restrictions or such other Requirements to the Site and/or the Specific Facilities, Developer is unable to have such height limitations or other Requirements not apply in connection with the Specific Facilities, then Developer shall have the following options at Developer's sole discretion:

(A) Reduce the size and scope of the Specific Facilities to comply with the height restrictions or such other Requirements; or

(B) If Developer reasonably concludes that the Specific Facilities are no longer economically feasible to develop and operate on the Site, develop an Alternative Use on the Site provided that all Requirements necessary to develop such Alternative Use are obtained and/or complied with by Developer.

In the event Developer is unable to obtain such a waiver, variance or other approval of the application of such height restrictions or such other Requirements to the Site and/or the Specific Facilities, Developer shall so advise CPV in writing and Developer agrees that CPV shall have a reasonable period to obtain such waiver, variance or other approval of the application of such height restrictions or such other Requirements to the Site and/or the Specific Facilities, provided, however, that CPV shall not be under any obligation to undertake any such efforts or liable in any way in the event such efforts fail. CPV shall advise Developer in writing within thirty (30) days of Developer's notice whether it intends to pursue a waiver, variance or other approval as aforesaid. Failure of CPV to advise Developer within such 30-day period shall be deemed to be a decision by CPV not to pursue such waiver, variance or other approval and Developer may rely thereon.

(e) Developer agrees that the application of Requirements relating to customary fire, health, safety, building code, gaming operator and other customary reviews and approvals and compliance matters related to the development of the Specific Facilities shall not in themselves be deemed to prevent the development of the Specific Facilities.

2.3 Rights of Recognized Mortgagee.

(a) Notice and Right to Cure Developer's Defaults. CPV shall give to each Recognized Mortgagee: (i) a copy of any default notice given Developer simultaneously with its being given to Developer; and (ii) a copy of any notice given to Developer pursuant to which CPV exercises its rights under this Declaration simultaneously with its being given to Developer. Time being of the essence, each such Recognized Mortgagee shall have the right to cure or cause to be cured any default that is susceptible to cure within ninety (90) days after CPV delivers a default notice to such Recognized Mortgagee or, if the default is of such a nature that it cannot reasonably be remedied within ninety (90) days (but otherwise susceptible to cure), within one hundred eighty (180) days if within ninety (90) days after the giving of the default notice, Recognized Mortgagee has instituted all steps necessary to remedy such default, and diligently prosecutes the same to completion. CPV shall accept performance by Recognized Mortgagee of any covenant, condition or agreement on Developer's part to be performed hereunder with the force and effect as though performed by Developer. Notwithstanding anything contained herein to the contrary, CPV shall not exercise its rights under this Declaration during the time that a Recognized Mortgagee is pursuing to completion its remedies under its Recognized Mortgage, if Recognized Mortgagee: (A) is proceeding promptly and with due diligence to complete its remedies under the Recognized Mortgage and prosecutes and completes the same promptly and with due diligence; and (B) promptly pays to CPV any and all amounts due under this Declaration and any and all other amounts and charges required to be paid by Developer hereunder that have previously accrued and that become due and payable during said period of time.

(b) Foreclosure Transfer. If a Foreclosure Transfer occurs, then any and all defaults not susceptible of being cured by the Recognized Mortgagee shall be deemed waived as to the Recognized Mortgagee, any Foreclosure Transferee and their respective successors and assigns. Notwithstanding anything contained in this Declaration to the contrary, a Foreclosure Transfer or a subsequent conveyance by a Foreclosure Transferee shall not require the consent of CPV or constitute a breach of any provision of or a default under this Declaration. If Commencement of Construction has not occurred, no Foreclosure Transferee (or grantee thereof) shall Commence Construction unless such party expressly assumes the obligations of Developer under this Declaration thereafter to be performed (without any responsibility for defaults by Developer theretofore occurring) as evidenced by an assumption agreement in reasonable form ("Assumption Agreement"). If Commencement of Construction has occurred but Completion of Construction has not yet occurred, no Foreclosure Transferee (or grantee thereof) shall recommence in any substantial respect construction of the improvements under construction (other than such work as is necessary to secure or protect the improvements) unless

such party expressly assumes the obligations of Developer under this Declaration thereafter to be performed (without any responsibility for defaults by Developer theretofore occurring) as evidenced by an Assumption Agreement. CPV agrees that its recourse under such Assumption Agreement against a Recognized Mortgagee (and/or its Designee) which becomes a Foreclosure Transferee shall be limited to the interest(s) of such Recognized Mortgagee (and/or its Designee) in and to the Site and improvements thereon. Notwithstanding anything contained in this Declaration to the contrary, (i) no Recognized Mortgagee or other Foreclosure Transferee shall be liable under this Declaration unless and until such time as it elects to assume the obligations of Developer hereunder, and then only for so long as it remains Developer hereunder, and (ii) upon a Foreclosure Transfer, a Foreclosure Transferee shall not be prohibited from developing an Alternative Use on the Site at any time after the Foreclosure Transfer provided that (A) five (5) years have lapsed since the date of recordation of this Declaration, (B) all Requirements necessary to develop such Alternative Use are obtained and/or complied with by the Foreclosure Transferee, and (C) the Foreclosure Transferee (or grantee thereof) executes an Assumption Agreement prior to commencing construction. CPV agrees in the event a Foreclosure Transferee seeks to propose an Alternative Use prior to the expiration of the five (5) year period from the date of recordation of this Declaration that CPV shall meet with such Foreclosure Transferee and consider in good faith the proposal for an Alternative Use, provided, however, that CPV shall not be under any obligation to approve the proposed Alternative Use. Notwithstanding anything to the contrary contained herein no Foreclosure Transfer shall operate to toll or in any way suspend the time limits for Developer's obligations to Commence Construction.

(c) Rights of CPV. Subject to the rights under this Declaration of any Recognized Mortgagee, CPV's interest in or rights under this Declaration, as the same may be modified, amended or renewed in accordance with the provisions of this Declaration, shall not be encumbered by or subordinated in any way to (i) any mortgage now or hereafter existing; or (ii) any lease, sublease or any mortgages, liens or encumbrances now or hereafter placed on any interest of any tenant or subtenant. Developer shall in no event have any right or authority to create liens or encumbrances on or affecting any interest in or rights of CPV in this Declaration.

2.4 Developer Project Obligations. In consideration of the CPV's approval of the conveyance of the Site, Developer has agreed to construct and/or perform and/or pay the costs of certain work in connection with the development of the Project and Symphony Park as set forth below in Sections 2.4(a), 2.4(b) and 2.4(c) (the "*Developer Obligations*"). CPV agrees that the Developer Obligations are limited to the amount of the Developer Obligations Cap. Developer agrees that notwithstanding the application of all or any of the Developer Obligations Cap, Developer shall in all events be required to complete the environmental management of the Site as required by paragraph (a) immediately next below. The Developer Obligations are as follows:

(a) Site Environmental Management. Developer agrees that in connection with the construction of the Project that Developer will complete at its cost and expense all Developer roles and responsibilities at the Site as required by the Soil Management Plan, provided, however, that such obligation shall be effective only at such time as Developer

Commences Construction of the Project. Pursuant to the Soil Management Plan, any soil or groundwater that cannot or will not be reused at the Site will be handled, transported and disposed by CPV; provided, however, that (i) Developer shall be solely responsible for all costs incurred by CPV in handling, transporting and disposing contaminated soils and (ii) Developer shall reimburse CPV for any such costs, which shall be credited against the Developer Obligations Cap, within ten (10) days after such costs are incurred. Developer agrees that CPV's obligation will be subject to Developer providing CPV with proof that the funds to reimburse CPV are immediately available to Developer. If the Developer desires, at its sole discretion, Developer may directly handle, transport, and dispose of any soil or groundwater that cannot or will not be reused at the Site and credit such costs against the Developer Obligations Cap. Developer agrees to use its best efforts to destroy contaminated soil in lieu of transporting it to a third party for handling and storage. The Parties agree that Developer will be entitled to credit against the Developer Obligations Cap for the costs incurred in connection with performing the following tasks pursuant to the Soil Management Plan ("*Soil/Groundwater Management Costs*"): (i) management and treatment of soil which is excavated during construction as required by the Soil Management Plan, (ii) management and treatment of groundwater during construction as required by the Soil Management Plan, (iii) any Developer responsibilities related to soil or groundwater investigation, sampling, management, treatment, excavation necessary to comply with the Soil Management Plan and disposal performed in accordance with the Soil Management Plan and (iv) reimbursement of CPV for costs incurred by CPV in receiving, hauling and treating contaminated soils. Developer agrees that no other costs of completing the environmental management of the Site may be credited against the Developer Obligations Cap. In the event CPV or an Affiliate of CPV pays for any Soil/Groundwater Management Costs, Developer shall reimburse CPV or such Affiliate for such Soil/Groundwater Management Costs. CPV agrees that Developer's obligation under this Declaration in connection with the management of the Site is limited to (i) compliance with the Soil Management Plan and this Section 2.4(a).

(b) Infrastructure. Developer shall have the right to charge against the Obligations Cap the cost of any offsite infrastructure improvements required by the Requirements for the construction of the Specific Facilities including the Box Culvert. .

(c) Air Rights Easement and Bridge. Developer agrees that as part of construction of the Project that Developer is obligated to acquire the Air Rights Easement and construct the Bridge. In connection with the Air Rights Easement and Bridge, CPV agrees that in the event that (i) the costs of the Air Rights Easement and Bridge after payment of the Soil/Groundwater Management costs and (ii) the amount of the Developer Obligations Cap expended to install offsite infrastructure improvements and to pay for the Box Culvert exceed the remaining amount of the Developer Obligations Cap, then Developer shall not be obligated to acquire the Air Rights Easement or construct the Bridge unless otherwise agreed in writing by CPV and Developer at their respective discretion. Developer acknowledges that CPV and the City are under no obligation to acquire or fund the acquisition of the Air Rights Easement and/or the construction of the Bridge. Developer agrees and acknowledges that CPV and the City are not required to make any funding contribution whatsoever for the cost of the Specific Facilities

and funding the cost of the Specific Facilities is the sole and exclusive responsibility of the Developer. In the event that Developer elects to acquire the Air Rights Easement and/or construct the Bridge, Developer agrees (i) to include in the submittals to the City required by the Requirements for the approval of the Bridge, the location of the Air Rights Easement and Bridge and (ii) that the location of the Air Rights Easement and Bridge shall be subject to approval of the City as part of the approval of the construction of the Bridge.

(d) Priority of and Limitations on Developer Obligations. Developer and CPV agree that the Developer Obligations and the crediting of the costs paid by Developer against the Developer Obligations Cap shall have the following order of priority and subject to the following limitations:

(i) First, the Soil/Groundwater Management Costs shall be credited against the Developer Obligations Cap. Developer agrees that if the Soil/Groundwater Management Costs exceed the Developer Obligations Cap, as such may be reduced pursuant to the first paragraph of this Section 2.4(b) by application to pay for costs of installation of offsite infrastructure improvements or to the cost of the box culvert, that neither CPV nor any Affiliate of CPV shall have any obligation or liability to pay any Soil/Groundwater Management Costs in excess of the Developer Obligations Cap.

(ii) Second, the costs of any offsite infrastructure necessary for the construction of the Specific Facilities or the Box Culvert if Developer elects to pay the costs of the Box Culvert.

(iii) Third, the acquisition of the Air Rights Easement and construction of the Bridge as required under Section 2.4(c) above to the extent of any remaining Developer Obligations Cap following payment by Developer of other costs and expenses that have been credited against the Developer Obligations Cap.

The Developer's obligation to perform the Developer Obligations is subject to, and contingent upon, Commencement of Construction.

3. ENFORCEMENT OF RESTRICTIONS

3.1 General Purpose and Constructive Notice. The Restrictions shall run and pass with, and be binding upon, each and every portion of the Site and be binding upon Developer, its successors and assigns (except for Condominium Unit Owners), and shall benefit the other land owned by CPV within Symphony Park and, except as permitted by Section 6.1 below, be enforceable solely by CPV notwithstanding any transfers of land within Symphony Park, or any portion thereof, by CPV. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

3.2 Right of Access. Until the expiration or earlier termination of the Restrictions in accordance with this Declaration, CPV or its authorized representatives may from

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

3.3 Default by Developer and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the periods set forth below (other than Developer's obligations pursuant to Section 2.2(a) and 2.2(b)), CPV, at its sole option and discretion, may enforce any one or more of the following remedies or any other rights or remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Developer shall be granted such additional period reasonably necessary to cure such default if the cure of such default is not capable of being cured within such thirty (30) day period and Developer commences the process to cure the non-monetary default within such thirty (30) days. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive. The Parties agree that in the event Developer fails to perform its obligations under Section 2.2(a) or 2.2(b) above, CPV's sole and exclusive remedy will be pursuant to Section 3.4 below.

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

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

(c) Abatement and Lien. Any breach or violation of these Restrictions or any provision hereof and failure to cure within the applicable cure period is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Developer or any person having possession under Developer. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from

time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest, shall be a charge against the Site and improvements thereon, shall be a continuing lien thereon until paid, and shall also be the personal obligation of Developer or any other person who was an owner of the Site, other than the Condominium Unit Owners, when such charges became due and who committed such breach or violation. In addition to any other rights or remedies hereunder, CPV may deliver to Developer and record with the Recorder's Office a notice of default and election to sell the Site and all improvements thereon. Thereafter, unless all amounts legally due and owing to CPV have been paid and provided that all of the requirements of NRS 107.080 and of all other applicable statutes have been satisfied, CPV may cause the Site and improvements thereon to be sold at such time and place as may be fixed in the applicable notice of sale or at such time and place to which the sale may be postponed as hereinafter provided without additional notice, either as a whole or in separate parcels, and in such order as CPV alone may determine, at public auction to the highest bidder for cash in lawful money of the United States at the time of sale, or upon such other terms as CPV may consider advisable. Developer shall have no right to direct or determine whether the Site or Improvements thereon shall be sold as a whole or in separate parcels, or the order of sale of separate parcels or the portion of the Site or improvements thereon to be sold if only a portion is sold. CPV may postpone the sale of the Site or improvements thereon by public announcement thereof at the time and place of sale and from time to time thereafter by public announcement at the time and place of the preceding postponement. In conducting or postponing any such sale, CPV may act through its agents, officers or employees or any other person designated by CPV, whether or not such party shall be a licensed auctioneer. At such sale, CPV shall cause to be delivered to Developer one or more duly executed and acknowledged deed or deeds conveying the property so sold, subject to all the provisions of this Declaration, but without any covenant or warranty, either express or implied. The recitals in such deed or deeds with regard to any matters of fact shall be conclusive proof of the truthfulness thereof against Developer at such sale, its successors and assigns, and all other persons. Any person or entity, including without limitation CPV, may bid in or purchase at such sale. Developer hereby agrees to surrender, immediately and without demand, possession of said property to CPV or its permitted assignee at the closing of such sale. No such sale shall release or extinguish any rights, remedies or provisions contained in this Declaration in the event of any further violation of any Restriction set forth herein. Notwithstanding the foregoing, if Developer's default is timely cured in accordance with this Declaration or applicable law at anytime prior to the closing of such sale, CPV shall, upon request by Developer, record at Developer's expense an appropriate notice of rescission in accordance with the applicable provisions of the NRS. Notwithstanding anything in this Section 3.3(c) to the contrary, (i) the lien rights of CPV pursuant to this Section 3.3(c) are subordinate to any Recognized Mortgage, and (ii) CPV shall not have the right to exercise its self-help rights under this Section 3.3(c) (except as needed to cure or remedy any unsafe conditions) during any cure period afforded to a Recognized Mortgagee or any period during which a Recognized Mortgagee is exercising its remedies under a Recognized Mortgage.

3.4 Option to Purchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Developer hereby grants to CPV, as CPV's sole and

exclusive remedy, the irrevocable, exclusive right and option to purchase fee simple interest of the Site in its entirety (and not portions thereof) (the "*Purchase Option*") in the event of (i) the failure of Developer to Commence Construction as required by Section 2.2(b) or (ii) the failure of Developer to submit by the Feasibility Date the evidence required by Section 2.2(a). The Purchase Option shall be in lieu of any other remedies permitted herein or at law or equity for the failure of Developer to Commence Construction or meet the Feasibility Obligations. The Purchase Option shall only be exercised as provided below.

(a) Exercise of Purchase Option. Except as provided in Section 3.4(i) below, CPV may exercise the Purchase Option by giving written notice to Developer thereof no later than ninety (90) days after either (i) the failure of Developer to submit by the Feasibility Date the evidence required by Section 2.2(a) or (ii) the failure of Developer to Commence Construction as required by Section 2.2(b) above. CPV agrees that in the event CPV does not exercise the Purchase Option within such ninety (90) day period then the Purchase Option shall automatically lapse and be null and void. Upon exercise of the Purchase Option by CPV, the Parties shall proceed to determine the Fair Market Value of the Site. Developer agrees however that CPV's failure to exercise its right to purchase the Site pursuant to Section 3.4 as a result of Developer's default under Section 2.2(a) does not waive or terminate the right of CPV to exercise its right to purchase the Site pursuant to Section 3.4 as a result of Developer's default under Section 2.2(b).

(b) Title Condition. Upon such purchase, the PGL Leasehold Interest and the Site shall be subject only to:

- (i) Current taxes not yet delinquent;
- (ii) Matters affecting title which existed as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and
- (iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Intentionally Omitted.

(d) Option Expiration and Quitclaim. Upon Commencement of Construction, the Purchase Option shall terminate and CPV shall execute and deliver to Developer a quitclaim deed satisfactory to Developer relinquishing all of its rights under the Purchase Option.

(e) Purchase Price. CPV's purchase price for the Site upon its exercise of the Purchase Option provided above shall be the Purchase Price.

(f) Purchase Escrow Terms; Closing. Within five (5) days after CPV's exercise of the Purchase Option as provided above or as soon thereafter as possible, an escrow shall be created at First American Title Insurance Company or another escrow company

selected by CPV and reasonably acceptable to Developer to consummate the purchase as specified herein. Said escrow shall be subject only to approval by CPV of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Developer through escrow (subject to Section 3.4(b) above), shall be removed or insured over by Developer at its sole expense at or prior to closing of escrow. Developer and CPV shall each pay one-half of the escrow fees; Developer shall pay for documentary tax stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the Purchase Price showing title to Site vested in CPV or its assigns free and clear of all liens, encumbrances or other title exceptions other than those permitted by this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada. Closing shall occur not later than one hundred eighty (180) days after CPV's exercise of the Purchase Option. Developer shall instruct the escrow company on how to disburse the proceeds between, subject in all respects to the rights of any Recognized Mortgagee.

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

(h) Purchase Option Assignment. CPV shall have the right to assign to a Person the Purchase Option as determined by CPV at its sole discretion.

(i) Notwithstanding anything to the contrary contained in this Declaration, in the event of a Foreclosure Transfer and Commencement of Construction has not occurred at the time of the Foreclosure Transfer and the Foreclosure Transferee has given notice to CPV that it (or its grantee) intends to develop an Alternative Use as permitted by Section 2.3(b), then (i) CPV must exercise the Purchase Option no later than ninety (90) days after the date of such notice and (ii) CPV must close the acquisition of the Site no later than ninety (90) days after the giving of the notice exercising the Purchase Option. CPV agrees that in the event CPV does not exercise the Purchase Option within such ninety (90) day period then the Purchase Option shall automatically lapse and be null and void. CPV agrees that upon such lapse of the Purchase Option such Foreclosure Transferee may thereafter develop any Alternative Use on the Site without the consent of CPV. In such event, notwithstanding anything to the contrary contained in this Declaration, a Foreclosure Transferee shall have the right to obtain any permits, subdivision approvals or zoning amendments, variances or exceptions necessary or appropriate for an Alternative Use without the consent of CPV.

4. INFRASTRUCTURE IMPROVEMENTS

4.1 Box Culvert.

(a) CPV agrees to use commercially reasonable efforts to cause the Box Culvert to be completed within twelve (12) months of the Commencement of Construction of the Specific Facilities as required by Section 2.2(b) above but in no event later than necessary to accommodate Developer's schedule for the development and operation of the Project.

(b) At such time that Developer notifies CPV that Developer has in good faith entered into (and provided CPV with a copy thereof) a comprehensive term sheet with a gaming operator for the gaming operations of the Project and that Developer has made application pursuant to the Requirements for approval of the site plan for the Specific Facilities, Developer may give written notice to CPV of the date that Developer intends to Commence Construction of the Project and the projected date that the Box Culvert will need to be complete. Within thirty (30) days after such notice, CPV shall provide Developer with notice that CPV is able to comply with this schedule and that it has the funds to install the Box Culvert or will take steps to cause the appropriation of funds to pay for the installation of the Box Culvert.

(c) In the event that CPV notifies Developer that it will not be able to meet the date for the completion of the installation of the Box Culvert and/or that it does not have the funds to pay for such installation and it will not be able to cause the appropriation of funds necessary for the installation of the Box Culvert, then Developer may as its sole and exclusive right and remedy in connection therewith and at its sole election, take the following actions:

(i) In the event all or any portion of the Developer Obligations Cap remains unexpended, then all or part of the remaining Developer Obligations Cap may be applied by Developer to the payment of the costs of installation of the Box Culvert, including pursuant to Section 4.1(c)(ii) below;

(ii) Developer shall have the right to take steps necessary to perform or cause to be performed the installation of all or a portion of the Box Culvert it deems necessary for the development and operation of the Specific Facilities. Developer acknowledges that it shall be required to comply with all Requirements in connection therewith. CPV agrees to use commercially reasonable efforts to support the foregoing, including providing necessary or appropriate license and access rights over public rights-of-way and land owned by CPV and Affiliates thereof; and

(iii) Developer, at Developer's option, may apply to the Redevelopment Agency of the City of Las Vegas (the "RDA") pursuant to applicable Requirements for tax increment rebate to reimburse Developer for any such costs. Developer agrees that any such application to the RDA will be a discretionary approval of the RDA and that CPV has no authority independent of the RDA to grant any such rebate.

Developer agrees that CPV shall not have any other obligation or liability whatsoever in connection with the installation of the Box Culvert, including, without limitation, any liability for damages or lost profits.

4.2 Infrastructure. Developer agrees that (i) except for the installation of the Box Culvert pursuant to Section 4.1 CPV and the City shall have no other obligation whatsoever to install any onsite or offsite improvements in connection with the Site and/or the construction of the Specific Facilities.

5. OBLIGATIONS OF CPV LIMITED

No obligation assumed by or imposed upon CPV by this Declaration or remedy granted or otherwise arising in, under or pursuant to this Declaration against CPV shall require the payment of money by CPV, or the performance of any action by CPV, the performance of which requires money from CPV, except to the extent that funds are available for such payment or performance from City appropriations therefor lawfully made by the City. This Declaration shall not be construed as obligating the City Council to make future appropriations for the payment of monies or the performance of any obligations of CPV under this Declaration.

6. MISCELLANEOUS PROVISIONS

6.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned (i) to the City or to an Affiliate of the City which assumes the duties of CPV pertaining to the particular rights, powers and reservations assigned or (ii) to a Person who acquires title to all or a material portion of Symphony Park and who assumes the duties of CPV pertaining to the particular rights, powers and reservations assigned, and upon any such Affiliate or Person evidencing its consent in writing to accept such assignment and assume such duties, such Affiliate or Person shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein.

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

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

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

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

6.6 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when (a) personally served or (b) forty-eight (48) hours after being sent by nationally recognized overnight courier or (c) United States registered mail, return receipt

requested, postage prepaid to the other Party at the following respective addresses or such other address as either Party may from time to time designate in writing:

To CPV: City of Las Vegas
c/o Economic and Urban Development
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101
Phone: (702) 229-6551
Attn: William Arent, Director

With a copy to: City Attorney Office
City Hall
495 South Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Attn: Teri Ponticello

To Developer: PQ Holdings, LLC
c/o Todd Kessler
PO Box 1570
Las Vegas, Nevada 89125
Phone: (702) 296-2600
Email: Todd@rgglv.com

With a copy to: Dickinson Wright PLLC
2600 W. Big Beaver Road, Suite 300
Troy, Michigan 48084
Attn: James B. Cunningham
Phone: (248) 433-7540
Email: JCunningham@dickinsonwright.com

6.7 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the Chairman of CPV or such other officer of CPV, agency or governmental body that CPV designates in writing to Developer unless approval of the City Council is required.

6.8 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration constitutes the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Declaration must be in

writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. No waiver by CPV of a breach of any of the Restrictions by Developer and no delay or failure to enforce any of the Restrictions shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of the Restrictions. No waiver of any breach or default of by a Party hereunder shall be implied from any omission by the other Party to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by one Party to or of any act by the other Party requiring such Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent or approval to or of any subsequent similar acts by the other Party.

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

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

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

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

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

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

6.15 Days. All references to "days" in this Declaration are to consecutive calendar days unless business days are specified.

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

SIGNATURE BLOCKS ON NEXT PAGE

CPV

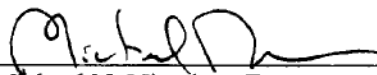
CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell, President

ATTEST:

Scott D. Adams, Secretary

APPROVED AS TO FORM:

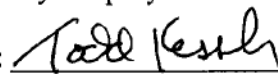


Michael N. Niarchos, Esq. Date

4-24-11

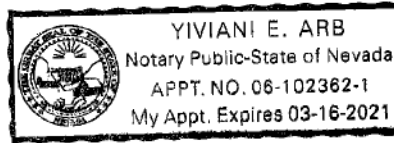
PQ

PQ HOLDINGS, LLC, a Nevada limited liability company

By: 

Todd Kessler, ~~Managing Member~~
Authorized Representative

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



This instrument was acknowledged before me on May 31st, 200¹⁷, by
Todd L. Kessler as Authorized Representative of RA Holdings, LLC.

Yiviani E. Arb
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 200__, by
_____ as _____ of _____.

Notary Public

CPV

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

By: *Elizabeth N. Fretwell*
Elizabeth N. Fretwell, President
5-10-17

ATTEST:

Scott D. Adams
Scott D. Adams, Secretary

PQ

PQ HOLDINGS, LLC, a Nevada limited liability company

By: *Todd Kessler*
Todd Kessler, ~~Managing Member~~
Authorized Representative

APPROVED AS TO FORM:

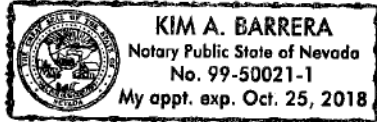
Michael N. Niarchos
Michael N. Niarchos, Esq.

Date

5-3-17

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on May 10, 2017 by
Elizabeth N. Fretwell President of City Palauway V, Inc.



Kim A. Barrera
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 200__, by
_____ as _____ of _____.

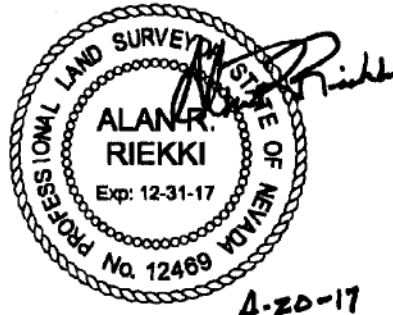
Notary Public

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "B"	SITE DEPICTION OF SYMPHONY PARK
EXHIBIT "C"	DEPICTION OF AIR RIGHTS EASEMENT AND BRIDGE
EXHIBIT "D"	CONDOMINIUM DISCLOSURE FORM

Exhibit A

APN 139-34-110-005
APN 139-34-110-011



APRIL 20, 2017
SYMPHONY PARK
BY: ARR
P.R. BY: RWM
(PAGE 1 OF 3)

EXPLANATION: THIS DESCRIPTION DESCRIBES TWO PARCELS OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GRAND CENTRAL PARKWAY AND CITY PARKWAY.

PARCEL 1
APN 139-34-110-005

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 53 OF PLATS, AT PAGE 61, LYING WITHIN THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW 1/4) 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 MOST EASTERLY, NORTHEAST CORNER OF SAID LOT 5, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAIL ROAD; THENCE SOUTH 27°55'16" WEST, ALONG THE EAST LINE OF SAID LOT 5, COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAIL ROAD, 741.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1510.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 31°53'35" WEST; THENCE SOUTHWESTERLY 157.61 FEET, DEPARTING SAID EAST LINE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°58'50"; THENCE NORTH 62°07'30" WEST, 191.52 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY; THENCE NORTH 27°53'43" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 123.35 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 703.00 FEET; THENCE NORTHERLY, 463.53 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 37°46'43"; THENCE NORTH 09°53'00"

APN 139-34-110-005
APN 139-34-110-011
(LEGAL DESCRIPTION CONTINUED)

APRIL 20, 2017
SYMPHONY PARK
BY: ARR
P.R. BY: RWM
(PAGE 2 OF 3)

WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 89.74 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 12.67 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°11'39" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY; THENCE NORTH 74°18'39" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 222.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 350.00 FEET; THENCE EASTERLY, 266.46 FEET ALONG SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 43°37'11"; THENCE SOUTH 27°55'50" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 5.00 FEET; THENCE SOUTH 62°04'10" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 68.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6.42 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PARCEL 2
APN 139-34-110-011

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 53 OF PLATS, AT PAGE 61, LYING WITHIN THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY, NORTHEAST CORNER OF SAID LOT 5, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAIL ROAD; THENCE SOUTH 27°55'16" WEST, ALONG THE EAST LINE OF SAID LOT 5, COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAIL ROAD, 741.17 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 27°55'16" WEST ALONG SAID RAILROAD RIGHT-OF-WAY, 140.07 FEET; THENCE NORTH 62°07'30" WEST, DEPARTING SAID

APN 139-34-110-005
APN 139-34-110-011
(LEGAL DESCRIPTION CONTINUED)

APRIL 20, 2017
SYMPHONY PARK
BY: ARR
P.R. BY: RWM
(PAGE 3 OF 3)

RAILROAD RIGHT-OF-WAY, 72.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1510.00 FEET, A RADIAL LINE TO THIS POINT BEARS NORTH $37^{\circ}52'25''$ WEST, SAME POINT BEING THE MOST SOUTHERLY CORNER OF THE AFOREMENTIONED PARCEL 1; THENCE NORTHEASTERLY, ALONG THE BOUNDARY LINE OF SAID PARCEL 1 AND ALONG SAID CURVE 157.61 FEET THROUGH A CENTRAL ANGLE OF $05^{\circ}58'50''$ TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

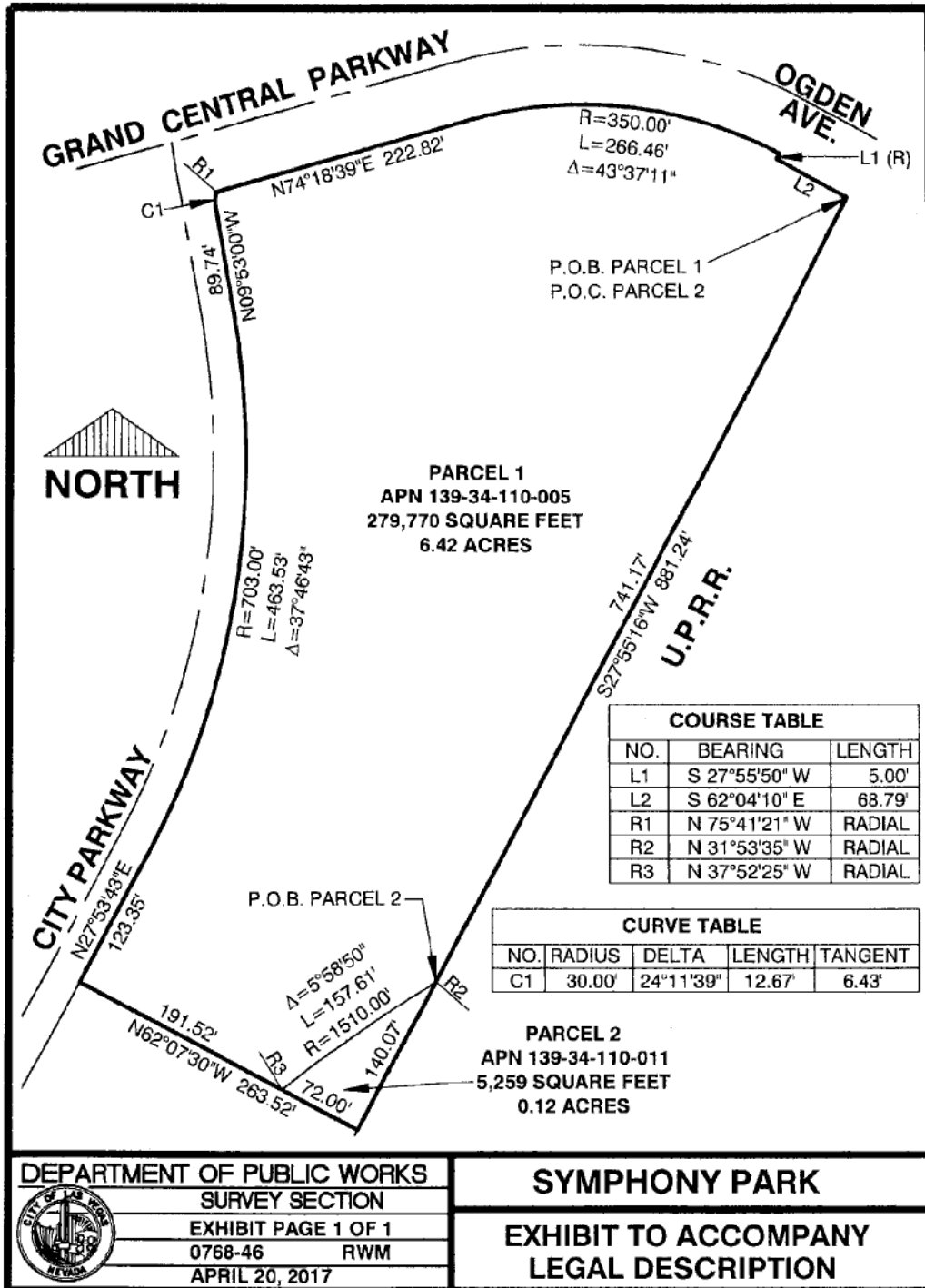
CONTAINING 5,259 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PARCELS 1 AND 2 CONTAIN A TOTAL COMBINED ACREAGE OF 6.54 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH $27^{\circ}55'16''$ WEST, BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAIL ROAD AS SHOWN ON THAT RECORD-OF-SURVEY FOR HORIZONTAL CONTROL OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 184 OF SURVEYS, AT PAGE 79.

END OF DESCRIPTION.



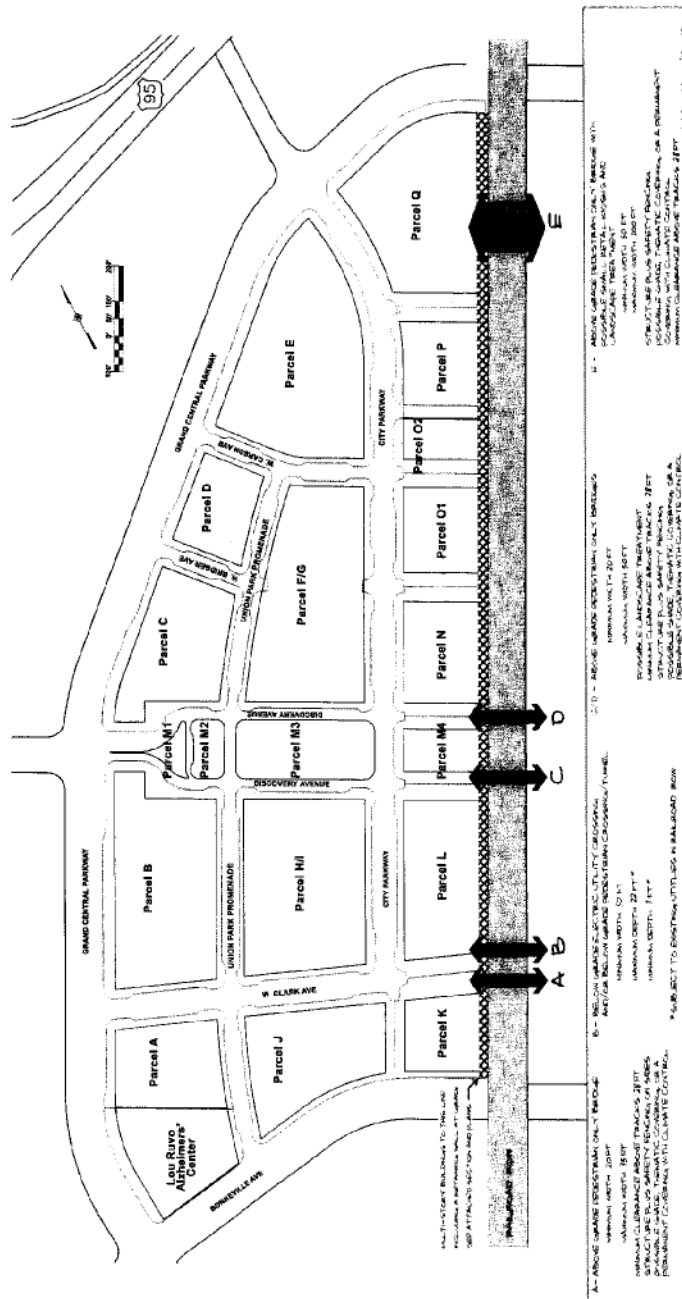
SITE DEPICTION OF SYMPHONY PARK



Exhibit "B" to the Declaration of Special Site Use Restrictions,
Options to Repurchase and Infrastructure Agreement

EXHIBIT "C"

DEPICTION OF AIR RIGHTS EASEMENT AND BRIDGE



Error! Reference source not found. to the Declaration of Special Site
Use Restrictions,
Options to Repurchase and Infrastructure Agreement

Exhibit D

CONDOMINIUM DISCLOSURE FORM

The undersigned in connection with the construction of the following project and the purchase of the following condominium within such project [INSERT PROJECT DESCRIPTION AND CONDOMINIUM TO BE PURCHASED] hereby agrees as follows:

As used herein, the following terms shall have the following definitions:

"Act" means Nevada Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et seq.*, as may be amended from time to time.

"Affiliate" or "Affiliates" means, with respect to any Non-Responsible Party, any other entity or person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Non-Responsible Party.

"Association" means the owners association formed for the administration of the condominium project.

"Charter" means the Community Charter for Symphony Park dated _____, 2009 [INSERT RECORDING INFORMATION] [INSERT ANY AMENDMENTS WITH DATES AND RECORDING INFORMATION], as amended from time to time.

"Project Owner" means the party designated as Project Owner under the Charter.

"Founder" means any current, past or future party acting as the Founder under the Charter.

"Non-Responsible Party(ies)" means any one of and collectively the following: (i) the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, (ii) City Parkway V, Inc., a Nevada non-profit corporation, (iii) City Parkway IV A, Inc., A Nevada non-profit corporation, (iv) Newland Development, LLC, a Nevada limited liability company, (v) the Symphony Park Master Association, Inc., a Nevada non-profit corporation, (vi) the Founder, and (vii) the appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such entities or persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

The condominium owner by acceptance of a deed to its respective condominium acknowledges and agrees that the Non-Responsible Parties are not responsible, and have no liability, in any way or manner for the design, construction, operation or maintenance of the condominium project, including, without limitation, such owner's respective condominium unit, any common elements or other improvements related to such condominium project or the management, maintenance and operation of such condominium project.

The condominium owner by acceptance of a deed to its respective condominium agrees and

acknowledges that none of the Non-Responsible Parties have made any express warranties of quality, fitness or otherwise with respect to the condominium project in which such owner's condominium is located including, without limitation, such owner's respective condominium unit, any common elements or other improvements related to such condominium project or the management, maintenance and operation of such condominium project.

The condominium owner by acceptance of a deed to its respective condominium agrees and acknowledges that the implied warranties of quality provided for under the Act, to the extent applicable or not otherwise waived shall not apply to any of the Non-Responsible Parties.

The condominium owner by acceptance of a deed to its respective condominium agrees and acknowledges that none of the Non-Responsible Parties shall have any obligation or liability to correct, cure, repair or remediate any defect or deficiency in the construction of the condominium project or in the management and operation of the condominium project.

The condominium owner by acceptance of a deed to its respective condominium covenants and agrees to the fullest extent permitted by applicable law not to sue or otherwise bring a claim or action (and hereby waives any such claims or causes of action) against any of the Non-Responsible Parties in connection with any defect or deficiency in the construction of the condominium project or in the management and operation of the condominium project, including, without limitation, each such owner's respective condominium unit, any common elements or other improvements related to such condominium project or the management, maintenance and operation of such condominium project.

The terms and conditions of this Condominium Disclaimer Form shall run with title to the condominium and shall be binding on all successor owners to the condominium



Office of the County Recorder

Debbie Conway

Clark County Recorder

LEGIBILITY NOTICE

The Clark County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies produced from the recorded document would not be legible and may affect legal rights and entitlements. However, the customer demanded that the document be recorded without delay, as the parties' rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally. Subject to the undersigned's representation that, (1) a suitable copy will be submitted at a later date, or (2) it is impossible or impracticable to submit a more suitable copy. Standard recording fees will apply at the time of recording of the clarification.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy and may therefore adversely affect legal rights and entitlements.

A handwritten signature in black ink, appearing to read "B. Blackburn", is written over a horizontal line.

Signature

6/1/17

Date

Bonnie Blackburn

Printed Name