City Parkway V, Inc. Board Meeting
City Hall, 495 S. Main St.
6th Floor Large Conference Room
City of Las Vegas Internet Address: www.lasvegasnevada.gov

AGENDA

February 13, 2020
2:00 PM

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the Office of the City Clerk, 495 South Main Street, 2nd Floor or on the city's webpage at www.lasvegasnevada.gov.

1. **Call to Order and Roll Call**
2. **Announcement Regarding: Compliance with Open Meeting Law**
3. **Public Comment:** Comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come forward and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.
4. For possible action to approve the Final Minutes by reference of the Regular Meeting of December 3, 2018
5. Discussion for possible action regarding the election of officers to the City Parkway V, Inc. Board
6. Discussion for possible action regarding the Fiscal Year 2020-2021 Operating Budget
7. Report by Bill Arent, Director of Economic and Urban Development, regarding the upcoming Promenade Place/Carson Avenue construction
8. Report by Bill Arent, Director of Economic and Urban Development, regarding NV Energy capacity from the Commerce Substation located at 1004 South Main Street

CONSENT AGENDA: Matters listed on the Consent Agenda are considered to be routine and have been recommended for approval by the submitting departments. All items on the Consent Agenda may be approved in a single motion; however, if an Officer so requests any item may be moved to the Discussion portion of the agenda and other action, including postponement or denial of the item, may take place.

9. For possible action to approve the ratification of the Disposition and Development Agreement approved by the City Council on January 15, 2020 between Southern Land Company and City Parkway V, Inc. for the sale and development of Parcel D in Symphony Park for the construction of Class A multifamily housing, office/commercial and amenities, located at Symphony Parkway to the north, Grand Central Parkway to the west, future West Carson Avenue to the north and future Promenade Place to the east (APN 139-34-110-008, a portion) - Ward 5 (Crear)
10. For possible action to approve the ratification of the Renewal of Contract 160018-JH, BSC Environmental Consulting and Testing, Geotechnical, Material Testing services between Converse Consultants and City of Las Vegas to provide environmental services in Symphony Park ($200,000 blanket task order - City Parkway V, Inc.)
11. For possible action to approve the ratification of the transfer of $900,000 from City Parkway V, Inc. fund balance to City of Las Vegas Public Works Capital Improvement Program, to be allocated toward the private drive along Union Pacific Railroad tracks behind Parcel L city garage
12. For possible action to approve the ratification of the land acquisition between City Parkway V, Inc. and 1060 Broadway, LLC, K&J Las Vegas Endeavor, LLC and Oakwood Plaza, LLC approved by the City Council on February 6, 2019 14 for 14 parcels within the area bounded by parcels on the southwest corner of Bonneville Avenue and Main Street as well as the area bounded by Clark Avenue on the west and north, 1st Street on the east and Bonneville Avenue on the south specifically outlined on the Site Plan ($7,909,455 – General Capital

Projects Fund) (APNs 139-34-210-014 and -015, 139-34-210-017 and -018, 139-34-311-001 thru -003, 139-34-311-007 and 139-34-311-017 thru -022) - Ward 3 (Diaz)

13. For possible action to approve the ratification of the land acquisition between City Parkway V, Inc. and The Peto Family Trust approved by the City Council on May 1, 2019 for two parcels located at 527 South Main Street and 2 East Bonneville Avenue ($919,000 - City Parkway Fund) (APNs 139-34-311-005 and -006) - Ward 3 (Diaz)

14. For possible action to approve the ratification of the land acquisition between City Parkway V, Inc. and Vegas Epicenter, LLC approved by the City Council on October 16, 2019 for one parcel located at 523 South Main Street ($1,400,000 - City Parkway Fund) (APN 139-34-311-004) - Ward 3 (Diaz)

15. **Citizens Participation:** Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the Board. No subject may be acted upon by the Board unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come forward and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.

16. **Adjournment**

Facilities are provided throughout City Hall for the convenience of persons with disabilities. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

Economic & Urban Development Department
City Parkway V
Prepared: 2/3/2020

ACCOUNT		FY21 BUDGET
351100	Miscellaneous Rentals	(113,000)
	Revenue	(113,000)
510400	Banking Services	350
510500	Consultants	347,000
510600	Legal Services	230,000
510700	Auditing & Accounting	5,000
520500	Water	20,000
540200	Maintenance of Equipment	10,000
561500	Recorders Fees	500
562600	Association Fees	16,000
570300	Premiums Paid	31,000
942200	General Contributions	140,047
	Expense	**799,897**
	Net (Income)/Loss	**686,897**

NVEnergy

January 9, 2020

City of Las Vegas
Department of Public Works
333 N. Rancho Drive
Las Vegas, NV 89106
Attn.: Mark Sorensen

Re: Symphony Park Annual Conduit and Substation Capacity Update (2019)

Dear Mr. Sorensen:

As agreed upon in the Memorandum of Understanding (MOU) dated 1/21/16, Section 2d; we are providing a yearly update regarding available capacity at Commerce Substation and the available Symphony Park conduit capacity.

2019 Summary for projects related to Symphony Park Site and/or Conduits	
Active project requests that impact conduit shown in Exhibit A and B: • 3003508283- ASPEN HEIGHTS – SYMPHONY PARK • 3004376798- SYMPHONY PARK - HOTEL AND CASINO • 3002996363- SLC SYMPHONY PARK • 3002010512- SYMPHONY PARK FUTURE - PA	4
Current available capacity at Commerce Substation:	**76.5 MVA**

Please feel free to contact me with any questions or concerns.

Sincerely,

Keith Jackson
NV Energy- Distribution Design Supervisor

Cc: Larry Luna
Patricia Brown
Don Jackson
Mark Skrable
Jhonette Lazaro

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the 15th day of January, 2020 by and between CITY PARKWAY V, INC., a Nevada non-profit company (together with its permitted successors and assigns, "*CPV*"), and SLC DEVELOPMENT, LLC, a Tennessee limited liability company (together with its permitted successors and assigns, "*Developer*"). CPV and Developer are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WITNESSETH:

WHEREAS:

A. CPV desires to sell to Developer, and Developer desires to purchase from CPV certain real property in Symphony Park as depicted in the Site Plan attached hereto as Exhibit A and legally described on Exhibit A-1 attached hereto (the "*Site*").

B. Developer has acquired that certain real property in Symphony Park known as Parcel C and depicted on Exhibit B and legally described on Exhibit B-1 attached hereto ("*Parcel C*").

C. The Site and Parcel C are separated by the ROW (defined below).

D. The Parties intend to request that the City vacate the ROW, which would result in the ROW being split down its centerline with each half reverting to the immediately adjacent property owner (i.e., one-half to the owner of Parcel C (the "*Parcel C ROW*") and one-half to the owner Site (the "*Site ROW*" and, together with the Site, the "*Acquired Property*")).

E. The Parties intend to (i) submit an application for vacation of the ROW by the City Council (the "*Vacation*"), and (ii) legally join through mapping the Site, Parcel C and ROW into one legal parcel to create the Development Parcel (defined below) on which the Project will be constructed.

F. The Acquired Property is being conveyed to Developer by CPV on the basis that (i) Developer will develop the Project (hereinafter defined) on the Development Parcel, and (ii) if Developer does not commence or complete construction of the Project as defined in the Project DSLURS (hereinafter defined), CPV shall have the rights set forth pursuant to the Project DSLURS.

G. CPV and Developer mutually desire to enter into this Agreement to set forth their agreements as to the conveyance of the Acquired Property to Developer and the development of the Project.

H. CPV has obtained the approval of the City Council (defined below) of a resolution finding the sale of the Acquired Property and the planned use of the Acquired Property meets the economic development exemption requirements of Nevada Revised Statutes 268.063.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree that the foregoing recitals are true and correct and incorporated herein by this reference and as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. By executing this Agreement, CPV agrees to sell the Acquired Property to Developer and Developer agrees to purchase the Acquired Property. The purpose of this Agreement is to effectuate creation of market rate housing and to generate economic benefit for the City. The development of the Development Parcel pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 Definitions. Capitalized terms used herein but not otherwise defined have the meanings ascribed to such terms as set forth below:

"*Affiliate*" 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.

"*Agency*" means the City of Las Vegas Redevelopment Agency and any permitted assignee of, or successor to, its rights, powers and responsibilities.

"*City*" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"*City Council*" means the city council of the City of Las Vegas.

"*Close of Escrow*" and/or "*Closing*" means the consummation of the acquisition by Developer of fee title to the Acquired Property, which shall be evidenced by the recording of the Deed in the Recorder's Office.

"*CPV's actual knowledge*" means the actual knowledge of the President or any Vice President of CPV or the City Manager of the City.

"*Deed*" means CPV's Grant, Bargain and Sale deed in substantially the form of Exhibit C attached hereto.

"*Developer's actual knowledge*" means the actual knowledge of Kevin House, Vice President - Multifamily Development at Southern Land Company.

"*Development Parcel*" means that site for the development of the Project depicted on Exhibit D and legally described by its constituent parts on Exhibit D-1 attached hereto which will be created by the legal combination of the Site, Parcel C and the ROW into one legal parcel as described herein.

"*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, and any amendments and restatements thereto adopted by the City Council as of the Effective Date.

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or written notices of noncompliance, liability or violation by any person or entity (including any

governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties), arising out of, based on or resulting from the following at the Development Parcel: (a) the presence, or release or threatened release into the environment of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Covenant*" means that Covenant in substantially the form attached hereto as Exhibit E.

"*Environmental Law*" means any applicable past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, the City, Clark County, Nevada, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Acquired Property (or any portion thereof), and (ii) any public utility or private entity which will be accepting and/or approving any development on the Acquired Property.

"*Hazardous Substance*" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

"*Liabilities*" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

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

"*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 a development to be constructed on the Development Parcel, consisting of at least 2 buildings, connected via a skybridge and a parking structure. Building one shall consist of a minimum 15-story structure and contain (i) no less than 200 multifamily residential units, and (ii) a minimum of 12,500 gross square feet of commercial space, which may include restaurant, retail and flexible office space. Building two will consist of a minimum of a 4-story structure and contain not less than 200 multifamily residential units. The Project shall contain (a) a collective total of 10,000 square feet of total Project amenity space between buildings one and two, and (ii) one (1) parking structure. Project parking requirements are subject to Section 19.12 of the Municipal Code of the City, provided, however, that the final Project parking requirements will be established in connection with the Project review pursuant to the Design Standards and Section 19.10.110 -DTLV Downtown Overlay District - of the Municipal Code of the City.

"*Project DSLURS*" means the Declaration of Special Land Use Restrictions in substantially the form of Exhibit F attached hereto which are to be recorded with the Recorder's Office on title to the Site, Parcel C and the ROW at the Closing in order that the Development Parcel will be subject to the Project DSLURS.

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

"*Requirement*" means (i) 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 Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or handicapped 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) and the Design Standards; (ii) any temporary or final certificates of completion and/or occupancy issued for the Development Parcel, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) 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 recorded against the Development Parcel as of the Effective Date.

"*ROW*" means that right-of-way dedicated to the City as depicted on the site plan attached hereto as Exhibit G and as legally described on Exhibit G-1 attached hereto and commonly known as a portion of Bridger Avenue.

"*Schedule of Performance*" means the schedule of performance attached hereto as Exhibit H subject to Unavoidable Delays.

"*Soil Management Plan*" means that final soil and groundwater management plan - Union Park 61-acre Site former Union Pacific Railroad Fueling and maintenance yard Las Vegas, Nevada Project No. 80559 March 21, 2007

"*Unavoidable Delays*" means delays or stoppages of work due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, labor disputes, 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 restrictions, litigation, unusually severe or abnormal

weather conditions, a moratorium or any regulatory policy which impedes or precludes private development on the Acquired Property, unavailability or failure of utilities, acts of another party, acts or failure to act of any public or governmental agency or entity 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. Any delay resulting from Hazardous Substances disclosed in environmental reports prepared on the Acquired Property prior to Close of Escrow shall not constitute Unavoidable Delay. Such Party 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.

"*UP*" means Union Pacific Railroad Company, a Delaware corporation.

"*UP Covenant*" means that Perpetual Environmental Covenant and Release of Claims Modifying Specified Environmental Obligations Contained within October 21, 1996 Purchase and Sale Agreement; and November 12, 1996 Grant, Bargain and Sale Deed recorded against the Site as Instrument Number 20151005-0001403 and re-recorded against the Site as Instrument Number 201660606-0002403, each with the Recorder's Office.

"*UP Obligations*" means the term "Union Pacific Obligations" as defined in Section 3C. of the UP Covenant on page 5 of the UP Covenant.

2. THE SITE.

The Site is designated as APN 139-34-110-008 and consists of approximately 1.84 gross acres, as depicted in Exhibit A and described more particularly in Exhibit A-1, each of which are attached to this Agreement, also sometimes described as "Parcel D" of Symphony Park.

3. PARTIES TO THE AGREEMENT

3.1 CPV. CPV shall have the right to assign CPV's interest under this Agreement (i) to the City or an Affiliate thereof, or (ii) to a purchaser of all of Symphony Park or a purchaser of a portion of Symphony Park that includes the Site, provided, however, that such purchaser agrees in writing to assume all of CPV's obligations under this Agreement. Upon such assignment and assumption, CPV shall have no further obligations or liabilities under this Agreement.

3.2 Developer. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Developer or its principal. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit I, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer. Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change at any time prior to the Closing.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the City and CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Developer. Developer and CPV agree that:

(a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Developer shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CPV, which approval may be withheld at CPV's sole discretion. Developer agrees that a transfer of the equity interests in Developer shall constitute a transfer or assignment of Developer's interest in this Agreement. Notwithstanding the foregoing, Developer may transfer or assign this Agreement once without obtaining CPV's prior written approval to a Developer Affiliate in connection with the Closing only so long as Developer, or an Affiliate of Developer, is in charge of and has authority over the management of the development of Project and Developer, or an Affiliate of Developer, has some equity ownership in the assignee. In the event of a transfer or assignment to a Developer Affiliate, Developer shall provide written notice to CPV along with a disclosure of principals required by Section 3.2 above.

(c) If CPV consent is required, CPV shall have thirty (30) days after Developer (i) gives written notice to CPV of a proposed assignment or transfer to any other Person requiring CPV's approval hereunder, and (ii) provides CPV with such information as reasonably required by CPV to make an informed decision to review and approve such assignment or transfer. Failure of CPV to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by CPV unless approval of the City Council is required pursuant to Section 18.6, in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council.

4. ACQUISITION OF THE ACQUIRED PROPERTY AND PURCHASE PRICE..

CPV agrees to convey to Developer, and Developer agrees to accept the conveyance of, the Acquired Property on the terms and conditions provided herein. The Purchase Price for the Acquired Property is two million five hundred thousand dollars ($2,500,000.00) payable in accordance with the provisions of Sections 5 and 9 (the "*Purchase Price*").

5. PAYMENT OF THE PURCHASE PRICE. The Purchase Price and payment thereof shall be as follows:

5.1 Earnest Money. No later than three (3) business days after execution of this Agreement, Developer shall deliver to Escrow Agent a deposit in immediately available funds in the amount of two hundred fifty thousand dollars ($250,000.00) to be held in escrow subject to the terms of this Agreement (the "*Earnest Money Deposit*").

5.2 Closing Payment. If the transaction contemplated hereby is consummated in accordance with the terms of this Agreement, the Earnest Money Deposit shall be applied to the Purchase Price at Closing. Developer shall deposit the balance of the Purchase Price, together with any additional amounts payable by Developer pursuant to Section 13 and 9.2(a), to Escrow Agent in immediately available funds on or prior to the Closing Date (the "*Closing Payment*").

6. PROJECT DEVELOPMENT

6.1 Generally. The costs for all permits and approvals for the development of the Project shall be borne exclusively by Developer. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective jurisdiction or agency having approval authority over the Project. Developer acknowledges that CPV has no authority to issue or expedite any such permits or approvals. Development of the Project and the Schedule of Performance are subject to Unavoidable Delays. As to Developer deadlines on the Schedule of Performance or otherwise specified herein, the parties shall agree to reasonably extend such deadlines where delays or defaults are the result of the City or CPV taking longer than commercially reasonable to respond to any application or item requiring City or CPV approval. The design of the Project shall be mutually agreed upon and include an upgraded façade, amenities, landscaping and streetscape finishes.

6.2 Development Parcel Creation. The Parties agree that the Project will be constructed on the Development Parcel and that each Party will take the following respective steps in connection with the creation of the Development Parcel:

(a) During the Feasibility Period, CPV will commence and proceed to complete the Vacation at its cost and expense pursuant to NRS 278.480 such that title to the ROW has reverted to the abutting property owners. Developer acknowledges that the Vacation will require the approval of Council after the date of execution of this Agreement and will not be part of the approval by Council of this Agreement. Developer agrees to cooperate with CPV as reasonably necessary in connection with the Vacation; provided, however, that CPV shall take the lead in the Vacation process, subject to Developer reasonably approving the Vacation and any associated legal descriptions of the real property subject thereto in advance of both filing the Vacation application and of recording the Vacation with the Recorder's Office. The Parties agree that the Vacation is a condition precedent to the obligations of the Parties to the Close of Escrow. The Parties agree also that the Deed will include the Acquired Property, and the Parties will confirm the legal description to be attached to the Deed prior to recording with the Recorder's Office.

(b) Developer will prepare and process at its cost and expense a record of survey, which upon recording with the Recorder's Office, will merge the Site, Parcel C and the ROW into a single legal parcel pursuant to the timeframes listed on the Schedule of Performance (the "*Record of Survey*"). Developer agrees to prepare the Record of Survey prior to Closing; however the Parties acknowledge that the actual recordation of the Record of Survey to achieve the merger will occur at the Closing. CPV shall have the right to review and approve the Record of Survey prior to recording with the Recorder's Office, provided that such approval shall not be unreasonably withheld, conditioned or delayed.

6.3 Symphony Park Documents. Developer and CPV agree that the Acquired Property and the Project shall be part of the Symphony Park Owners Association and in connection therewith the Acquired Property and the Project shall be subject to the following which have been delivered to Developer: (a) the Charter for Symphony Park Master Association and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Master Association, (c) the by-laws of the Symphony Park Master Association, the Design Standards; and (e) the rules and regulations of the Symphony Park Master Association adopted from time to time (collectively referred to herein as the "*Symphony Park Documents*"). Developer agrees to accept the Acquired Property subject to the Symphony Park Documents as any may be amended, modified or restated from time to time. Developer acknowledges receipt of copies of the Symphony Park Documents.

6.4 Unrestricted Gaming Restriction. Developer agrees that the Deed will contain a restriction on the Site prohibiting any gaming use on the Site that would require an unrestricted gaming license as defined in NRS 463.0177, which restriction will run in favor of, and be enforceable by, any parcel owner within Symphony Park on whose parcel a gaming use is operated pursuant to an unrestricted gaming license pursuant to the NRS 463.0177, which restriction will be in effect for a period of sixty (60) years from the date of recordation of the Deed.

6.5 CPV Obligations.

(a) Developer agrees that CPV, the City, the Agency or any Affiliates thereof shall not have any obligation whatsoever to contribute any funds or other subsidies or construct any improvements in connection with the development of the Project. Notwithstanding the foregoing, nothing herein shall preclude Developer from applying for, or receiving, any subsidy or other grant from any of the foregoing, it being understood that the preceding sentence is meant only to indicate that this Agreement does not obligate any such entities from providing a subsidy pursuant to the terms hereof.

(b) Except as otherwise provided in Section 6.2(a), Developer agrees that no obligation assumed by or imposed upon CPV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement 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 Agreement 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 Agreement.

6.6 Project DSLURS. Developer agrees to enter into the Project DSLURS at the Close of Escrow, which will be recorded against the Site, Parcel C and the ROW at the Close of Escrow in order that the Development Parcel will be subject to the Project DSLURS. Developer acknowledges that the Project DSLURS are required by CPV in consideration of CPV's agreement to sell the Acquired Property to Developer and that the Project DSLURS will govern the development of the Project and provide CPV with certain rights in the event that Developer does not commence or complete construction of the Project, as further set forth in the Project DSLURS.

6.7 Developer Reporting. Developer agrees to have its designated representatives who are the most knowledgeable with the Project meet quarterly with representatives of CPV to provide updates to CPV on the status of Developer's efforts in developing the Project. In addition, Developer agrees that such representatives shall no less than once a year appear at meetings of the City Council to report on the status of Developer's efforts in connection with the Project.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CPV's Representations. CPV represents and warrants that as of the date hereof and as of the date of the Close of Escrow for the acquisition of the Acquired Property:

(a) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement, the Deed, the Environmental Covenant and the Project DSLURS.

(b) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement, the Deed, the Environmental Covenant and the Project DSLURS and to proceed with applying for the Vacation.

(c) Neither the execution of this Agreement, the Deed, the Environmental Covenant or the Project DSLURS by CPV, nor CPV's application for the Vacation, will violate any provision of any other agreement to which CPV is a party nor will any such actions violate the Symphony Park Documents.

(d) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPV are necessary in connection with the execution of this Agreement, the Deed, the Environmental Covenant and the Project DSLURS by CPV or with the performance by CPV of its obligations hereunder or under any of the other attached exhibits.

(e) To CPV's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site or the ROW.

(f) To CPV's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or the ROW or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement, the Deed, the Environmental Covenant and the Project DSLURS.

(g) To CPV's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site or the ROW.

(h) To CPV's actual knowledge, the execution, delivery and performance of this Agreement, the Deed, the Environmental Covenant and the Project DSLURS by CPV will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site or ROW; or (ii) result in any lien, charge or encumbrance of any nature on the Site or ROW other than as permitted by this Agreement.

(i) CPV is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. CPV is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.2 Developer's Representations. Developer represents and warrants to CPV that as of the date hereof and as of the date of the Close of Escrow for the acquisition of the Acquired Property:

(a) Developer is a limited liability company duly organized and existing under the laws of the State of Tennessee and qualified to do business in the State of Nevada.

(b) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement, the Environmental Covenant and the Project DSLURS.

(c) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement, the Environmental Covenant and the Project DSLURS.

(d) The execution of this Agreement, the Environmental Covenant and the Project DSLURS by Developer does not violate any provision of any other agreement to which Developer is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

(f) To Developer's actual knowledge, neither Developer nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement, the Environmental Covenant and the Project DSLURS.

(h) Developer is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Developer is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8. BROKERS.

(a) Except as provided below Section 8(b), each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby, and each Party (in such capacity, the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all Liabilities caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

(b) The Parties acknowledge and agree that Developer has been represented by Northcap in connection with this transaction, and the Parties agree to pay Northcap a commission of three percent (3%) of the Purchase Price not to exceed $75,000.00 (the "*Commission*"). CPV agrees to pay $37,500.00 of this Commission out of the proceeds due CPV at Close of Escrow (the "*Contribution*"). Developer agrees to pay the balance of the Commission in a timely manner pursuant to the broker agreement between Developer and Northcap and agrees to hold indemnify and hold harmless CPV from and against any and all Liabilities caused by or arising out of the claim of Northcap related to the Commission, except as may be the result of a failure of CPV to pay the Contribution or as a result of Escrow Agent's failure to remit the Commission or any portion thereof to Northcap at the Close of Escrow.

9. ESCROW AND CLOSING

9.1 Escrow and Escrow Instructions. CPV and Developer agree to open an escrow account ("*Escrow*") with a National Commercial Services office of First American Title Insurance Company ("*Escrow Agent*"), within three (3) business days after both Parties have fully executed this Agreement. Escrow Agent shall use as its local agent, Nevada Title Company, 2500 N. Buffalo Drive, Suite 150, Las Vegas, Nevada 89128, Attention: Kristin Ravelo, as escrow agent. This Agreement constitutes the joint escrow instructions of CPV and Developer, and a fully executed copy of this Agreement shall be delivered to Escrow Agent upon the opening of Escrow. CPV and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to CPV and to Developer after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder. Not less than three (3) business days prior to the Closing Date, Escrow Agent shall deliver to each of the Parties for its review and approval a preliminary closing statement (the "*Preliminary Closing Statement*"), setting forth the closing expenses allocable to each of the Parties pursuant to this Agreement. Based on each of the Party's reasonable comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and each of the Parties shall, subject to its reasonable approval, deliver a final closing statement to Escrow Agent (the "*Closing Statement*").

9.2 Developer's Escrow Deposits. Except as otherwise provided below, not later than one (1) business day prior to Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(a) on or prior to the Closing Date, immediately available funds in an amount equal to the Closing Payment, which shall include:

(i) all of the premium and costs for the Title Policy and for any special endorsements to be paid by Developer as set forth in Section 12 below;

(ii) all of the state, county and/or City documentary transfer tax;

(iii) any prorations due from Developer pursuant to Section 13 below; and

(iv) all fees of Escrow Agent; and

(v) the recording costs for the Project DSLURS and the Environmental Covenant;

(b) one original counterpart of the State of Nevada Declaration of Value associated with the Deed, duly executed by Developer;

(c) two (2) original copies, duly executed and acknowledged by Developer of the Project DSLURS;

(d) two (2) original copies, duly executed and acknowledged by Developer, of the Environmental Covenant;

(e) RESERVED

(f) one (1) original of the Closing Statement, duly executed by Developer; and

(g) Developer's certificate signed by a member or manager of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(h) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

9.3 CPV's Escrow Deposits.

(a) Not later than one (1) business day prior to the Close of Escrow, CPV will deposit with Escrow Agent the following:

(i) the Deed, duly executed and acknowledged by CPV;

(ii) one original counterpart of the State of Nevada Declaration of Value associated with the Deed, duly executed by CPV;

(iii) two (2) original copies, duly executed and acknowledged by CPV of the Project DSLURS;

(iv) two (2) original copies, duly executed and acknowledged by CPV, the Environmental Covenant;

(v) a non-foreign transferor certificate in customary form duly executed by CPV;

(vi) CPV's certificate signed by the President or a Vice President of CPV that all of CPV's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(vii) an owner's affidavit sufficient to remove any standard printed exceptions from the Title Policy;

(viii) one (1) original of the Closing Statement, duly executed by CPV; and

(ix) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) CPV shall be charged with the following fees, charges and costs after Escrow Agent has notified CPV of the amount of such fees, charges and costs, which shall be deducted from CPV's proceeds at the Close of Escrow (collectively, "*CPV Closing Costs*"):

(i) ad valorem taxes, if any, upon the Acquired Property for any time prior to conveyance of title;

(ii) any prorations due from CPV pursuant to Section 13 below; and

(iii) the recording costs of the Deed.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to:

(a) In the following order, record the Deed together with the associated State of Nevada Declaration of Value, the Project DSLURS, the Environmental Covenant, the Record of Survey and then any and all instruments required to be recorded pursuant to the Symphony Park Documents as it relates to the Acquired Property with the Recorder's Office;

(b) Deliver to CPV by wire transfer or intrabank transfer funds in an amount equal to the Closing Payment minus the CPV Closing Costs;

(d) Deliver to Developer the Title Policy; and

(e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the Close of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, unless the information return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CPV: (i) a copy of the Deed and Declaration of Value as recorded; (ii) an original recorded Environmental Covenant and Project DSLURS; (iii) the original of all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents; and (iv) the original of Developer's certificate as to its representations and warranties; and

(b) to Developer: (i) the original of the Deed, Declaration of Value and Record of Survey as recorded; (ii) an original of the Environmental Covenant and Project DSLURS, each in counterparts with a conformed copy of the recorded Environmental Covenant and Project DSLURS; (iii) plain copies of all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents; (iv) the original of the Non-Foreign Transferor Declaration; and (vi) the original of CPV's certificate as to its representations and warranties.

9.7 Funds. All funds received in Escrow shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts

with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check or wire transfer of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Developer under this Agreement shall be for the benefit of Developer and applied to the Purchase Price.

9.8 Escrow Cancellation. If Escrow is not in a condition to Close on the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title to the Acquired Property may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any Escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party at the address set forth herein. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Acquired Property until instructed in writing by both CPV and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CPV or Developer to the respective rights and remedies granted to them pursuant to Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment of these Escrow instructions shall be in writing and signed by both CPV and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CPV or Developer shall be directed to the addresses and in the manner established in Section 18.5 below for notices, demands and communications between CPV and Developer.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 5 and 9 to 13, inclusive, of this Agreement.

10. CONDITIONS TO CLOSE OF ESCROW

10.1 Closing Date and Conditions to Developer's Obligation to Close. Subject to the terms of this Agreement, the Closing shall occur no later than thirty (30) days after final approval by all required Governmental Authorities of Developer's complete construction documents required to secure all permits necessary for the construction of the Project, but in no event later than August 9, 2021 ("*Closing Date*"). Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived by Developer at its sole discretion prior to the Close of Escrow:

(a) CPV shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CPV having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CPV as required herein;

(b) The Vacation has been approved by the City and recorded in the Recorder's Office;

(c) Escrow Agent is prepared to issue the Title Policy as required herein; and

(d) CPV's representations and warranties set forth in this Agreement are true and correct in all material respects as of the Closing.

10.2 Conditions to CPV's Obligation to Close. Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by CPV of each of the conditions precedent described below, which are solely for the benefit of CPV and which shall be fulfilled or waived by CPV at its sole discretion prior to such Close of Escrow:

(a) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, (i) Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein and (ii) Developer being in full compliance with the Schedule of Performance in all respects in connection with all matters to be completed prior to Closing;

(b) Final approval by all required Governmental Authorities of Developer's complete construction documents required to secure all permits necessary for the construction of the Project has been obtained;

(c) The Vacation has been approved by the City and recorded in the Recorder's Office; and

(d) Developer's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.3 Failure of Condition; Return of Earnest Money Deposit.

(a) In the event the condition to Developer's obligation to the Close of Escrow set forth in Section 10.1(b) above is not satisfied by the Closing Date, Developer may terminate this Agreement by written notice to CPV and Escrow Agent. Upon such termination, CPV shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow, Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit and neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive Close of Escrow).

(b) In the event the condition to CPV's obligation to the Close of Escrow set forth in Sections 10.2(c) above is not satisfied by the Closing Date, CPV may terminate this Agreement by written notice to Developer and Escrow Agent. Upon such termination, CPV shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow, Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit and neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive Close of Escrow).

(c) The Parties agree that the failure of any other conditions in this Section 10 shall be subject to Section 17.

11. CONDITION OF TITLE.

11.1 Title Review. Within three (3) business days of the Effective Date, Developer shall order from Escrow Agent a title commitment (the "*Title Commitment*") for the issuance of a ALTA Extended Owner's Policy, with such ALTA extended coverage being at Developer's sole cost and expense covering the Acquired Property in an amount equal to the Purchase Price, issued by the Escrow Agent together with copies of all instruments (the "*Title Instruments*") reflected as exceptions therein, including, but not limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against any of the Acquired Property. The Title Commitment must show CPV to be owner of good and indefeasible fee simple title to the Acquired Property and may contain the "standard printed exceptions." By thirty (30) days after delivery of the Title Commitment and Title Instruments to Developer, Developer shall have the opportunity to review the Title Commitment and Title Instruments and to object in writing to any matter contained therein (the "*Title Review Period*"). Developer need not object to any consensual monetary liens and encumbrances, *e.g.*, deed of trust, security agreement, financing statement, and CPV shall eliminate all such consensual monetary liens and encumbrances at or prior to the Closing. If Developer notifies CPV of any objections, CPV may elect to either cure the item(s) to which Developer objects or notify Developer that CPV is unwilling to cure the objectionable item(s). If CPV elects to cure the objectionable item, CPV shall, on or before one (1) day prior to the expiration of the Feasibility Period, eliminate or modify such objectionable item(s) to the reasonable satisfaction of Developer (the "*Cure Period*"). If CPV fails to notify Developer of CPV's election, elects not to cure, has not cured or is unable to cure objections of Developer within the Cure Period, Developer may, at its option, and as Developer's sole remedy, terminate this Agreement by written notice to CPV and Escrow Agent at any time prior to the expiration of the Feasibility Period, in which case the Earnest Money Deposit shall be immediately returned to Developer by the Escrow Agent. Any exceptions accepted by Developer, not timely objected to during the Title Review Period, or any uncured objections that Developer waives or accepts at the Closing shall be hereafter collectively referred to as "*Permitted Encumbrances*". Possession of the Acquired Property shall be delivered at the Closing free and clear of all parties in possession and other encumbrances other than the Permitted Encumbrances.

11.2 Additional and/or Uncured Exceptions. If at any time after expiration of the Feasibility Period and prior to the Closing, Developer receives notice from Escrow Agent that title to the Acquired Property is subject to any additional exceptions not appearing on the original Title Commitment, then Developer may notify CPV in writing within five (5) days after Developer receives notice of such additional exceptions of any objections Developer may have with the new exceptions (the "*Additional Objections*"). Notwithstanding the foregoing, CPV agrees that it will not cause the Acquired Property to be subject to any additional exceptions during the pendency of this Agreement without Developer's prior written consent. If Developer makes Additional Objections, the same review process listed in Section 11.1 above shall apply, and the Feasibility Period and Closing Date shall be extended by a period equal to the time necessary to resolve such Additional Objections.

11.3 Failure to Cure Prior to Closing. If CPV fails to cure any Additional Objections prior to the Closing, then Developer may, at its option, terminate this Agreement by written notice to CPV. If this Agreement is terminated, then all of the Earnest Money Deposit shall be returned promptly to Developer. CPV shall pay one-half (1/2) of all costs, fees, and expenses payable to the Escrow Agent in the event of such a termination, and neither Party shall thereafter have any further duties, rights or obligations hereunder with respect to this Agreement, except those that expressly survive termination. If Developer does not terminate this Agreement, then Developer

shall be deemed to have accepted any uncured Additional Objections as Permitted Exceptions and the Parties shall proceed with the Closing.

12. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of Closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in the amount designated by Developer issued by Escrow Agent insuring that title to the Acquired Property is vested in Developer and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). Developer shall pay the cost of the Title Policy and the cost of any special endorsements requested by Developer.

13. PRORATIONS. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Acquired Property with respect to the period prior to the Close of Escrow shall be for the account of CPV, and all revenues, income and expenses of the Acquired Property with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, CPV and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CPV to Developer or by Developer to CPV, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either CPV or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

14. FEASIBILITY PERIOD; AS-IS SALE

14.1 Feasibility Period.

(a) Commencing on the Effective Date and thereafter for a period of ninety (90) days ("*Feasibility Period*"), Developer, and its respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the "*Due Diligence Authorized Parties*"), shall have the right, at all reasonable times and upon prior 48-hour notice given to the CPV (which may be telephonic or by email), and subject to the remaining provisions of this Section 14.1, to enter the Site and the ROW and conduct such investigations as Developer in its discretion may desire or authorize in order to evaluate the desirability of its developing the Project, it being agreed that any delegation of its rights under this Section 14.1 shall not release Developer of any of its obligations and duties to the CPV under this Article 14. Developer may request one thirty (30) day extension to the Feasibility Period upon deposit with CPV no later than the expiration of the Feasibility Period of the sum of Fifty Thousand Dollars ($50,000.00) which shall be nonrefundable in all respects other than in the event of a CPV Default but shall be applicable to payment of the Purchase Price.

(b) (i) CPV and its authorized and designated agent(s) shall have the right to be present upon any entry of the Site or ROW by Developer or any Due Diligence Authorized Parties, (ii) Developer and its Due Diligence Authorized Parties shall conduct their investigations in a manner so as to minimize interference with Site occupants and the operations, and otherwise in accordance with standards customarily employed in the industry and all Requirements, (iii) Developer shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Site and ROW, and all persons who perform labor upon the Site and ROW, in connection with investigations, shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site or ROW relating to investigations and shall, promptly remove any lien filed against the Site or ROW for work performed or materials delivered connection with the investigations, (iv)

Developer promptly shall restore to the extent practicable any portion(s) of the Site or ROW disturbed by its investigations, and (v) if Developer undertakes any boring or other disturbance of the soils on the Site or ROW, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, or, as an alternative to filling and recompacting borings with soil, Developer shall have the right to fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells. The foregoing authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

(c) Developer may elect, at any time prior to the expiration of the Feasibility Period, to terminate this Agreement as a result of Developer's disapproval of any matters related to the Acquired Property; provided, however, that if Developer fails to notify CPV and Escrow Agent of Developer's disapproval of any matters no later than the date of expiration of the Feasibility Period (as may be extended), the Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, Developer shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow; neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing); and Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit.

14.2 Developer Indemnity. Developer hereby agrees to indemnify, hold harmless and defend CPV, the City, and officers, employees and agents (individually and collectively, the "*City Parties*"), from and against any and all Liabilities incurred by any of the City Parties caused in whole or in part by Developer's investigations at the Site or ROW. Developer shall deliver to CPV concurrently herewith a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, written on a "occurrence" basis and naming the City as an additional insured. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be disclosed and entered on the required certificate of insurance and shall be no lower than "A- VII". The Parties agree that the insurance specified in this Section 14.2 to be obtained by Developer shall not limit the liability of Developer hereunder.

14.3 Ownership of Reports and Studies. CPV agrees and acknowledges that all right, title and ownership of all proprietary and non-proprietary reports and studies pertaining to the Acquired Property, including but not limited to marketing and research studies, internal planning studies, architectural drawings and renderings, surveys, and geotechnical and environmental reports and studies shall be the sole property of Developer. CPV agrees to provide any such document in its possession to Developer within five (5) business days following the Effective Date.

14.4 As Is Nature of Transaction.

(a) Developer acknowledges and agrees that CPV has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Acquired Property or any improvements thereon, (a) the value, nature, quality, or condition of any of the Acquired Property, including, without limitation, the water, soil, and geology, (b) the income to be derived from any of the Acquired Property, (c) the suitability of any of the Acquired Property for any and all activities and uses that Developer may conduct thereon, (d) the compliance of or by any of the Acquired

Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of any of the Acquired Property, (f) the manner or quality of the construction or materials, if any, incorporated into any of the Acquired Property, (g) the manner, quality, state of repair, or lack of repair of any of the Acquired Property, (h) compliance with any Environmental Laws, including the existence in or on any of the Acquired Property of Hazardous Materials, (i) the sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents assigned and/or delivered by CPV, (j) the sufficiency, completeness, compliance or the standard to which any improvements on or serving the Acquired Property were constructed, maintained or repaired, and (k) any other matter with respect to the Title Commitment and/or the Acquired Property.

(b) Developer further acknowledges and agrees that Developer is relying entirely on Developer's own investigations and examinations as to any and all matters including, without limitation, the Title Commitment and/or the Acquired Property. Developer acknowledges that it has, or will have prior to Close of Escrow, performed any and all inspections Developer deems necessary or appropriate for Developer to be satisfied with the acceptability of the purchase and sale and other transactions contemplated by this Agreement. Developer further acknowledges that any information provided or made available to Developer by CPV, or its officers, employees, agents, brokers, representatives, or others was obtained from a variety of sources and that CPV has not made any independent verification of such information and, except for the express representations, makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available solely as a courtesy, and that Developer had the sole responsibility for determining the existence or nonexistence of any fact material to Developer's decision to consummate this Agreement. CPV is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to any of the Acquired Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Developer acknowledges that, except for the express representations, its purchase of any of the Acquired Property hereunder is on an "as-is" "where-is" and "with all faults" basis without any implied warranties, and upon consummating any such purchase, Developer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Acquired Property acquired by Developer.

(c) To the extent provided in the Environmental Covenant, Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Acquired Property (collectively, the "*Releasing Parties*"), hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all Liabilities which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Acquired Property. Developer hereby agrees to hold harmless and indemnify the City Parties as set forth in the Environmental Covenant to be recorded on the Closing Date.

(d) Except as provided in the Environmental Covenant, CPV hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which CPV has or may have in the future against Developer, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all Liabilities whatsoever, direct or indirect, which the City Parties now have or which any City Party may have

in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Acquired Property prior to the Close of Escrow.

(e) Developer agrees to perform all obligations under the Soil Management Plan in regards to all Hazardous Substances on the Acquired Property and to comply with all Environmental Laws relating to the Acquired Property. Developer and CPV agree to enter into the Environmental Covenant whereby (i) UP is released from any UP Obligations as defined in the UP Covenant, (ii) Developer agrees to comply with the Soil Management Plan in connection with the development and use of the Acquired Property, (iii) agrees to indemnify and hold harmless CPV from any liabilities in the event of non-compliance with the Soil Management Plan by Developer, and (iv) incorporates the release set forth in Section 14.4(c) above.

14.5 Survival. Sections 14.2 and 14.4 shall survive any termination of this Agreement and any Close of Escrow hereunder and shall not merge into the Deed or any other instrument of transfer.

15. CONVEYANCE FREE OF POSSESSION.

The Acquired Property shall be conveyed free of any possession or right of possession by any other Person except subject to the title matters set forth in Section 11 above.

16. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Acquired Property or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective agency having approval authority.

17. DEFAULT AND REMEDIES

17.1 Developer Event of Default. The occurrence of any of the following prior to the Close of Escrow past the applicable notice and cure period, shall be a Developer event of default hereunder (each, a "*Default*"):

(a) The failure by Developer to timely deliver (i) the Earnest Money Deposit, (ii) the Closing Payment, or (iii) the deposits as required by Sections 9.2 and 9.4 above, unless such failure is as a result of the failure to be satisfied of one or more of Developer's conditions precedent to the Close of Escrow set forth in Section 10.1 above;

(b) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(c) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CPV. Developer shall cure any nonmonetary default within fifteen (15) business days after receipt of written notice from CPV; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such fifteen (15) business day period, then Developer shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions; or

(d) Any of Developer's representations and warranties set forth in Section 7.2 above to be untrue in any material way as of the Closing Date.

17.2 CPV'S REMEDY. If Developer does not terminate this Agreement on or before the expiration of the Feasibility Period and thereafter fails to Close Escrow due to a Default not otherwise due to the fault of CPV, then CPV may by written notice to Developer terminate this Agreement. Upon such termination Developer shall have no further rights under this Agreement and THEN CPV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS CPV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE ACQUIRED PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER THAT CPV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE ACQUIRED PROPERTY WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:
CPV:
DEVELOPER: _____

17.3 CPV's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CPV event of default hereunder (each, a "*CPV Default*"):

(a) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CPV's conditions precedent to the Close of Escrow set forth in Section 10.2 above; or

(b) any of CPV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

17.4 Developer's Remedies. In the event of a CPV Default prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such CPV Default; or

(b) to terminate this Agreement and on such termination CPV shall have no liability or obligation hereunder in which case CPV shall have no liability whatsoever to Developer, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under this Agreement or in any other way in connection with the

(c) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CPV. Developer shall cure any nonmonetary default within fifteen (15) business days after receipt of written notice from CPV; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such fifteen (15) business day period, then Developer shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions; or

(d) Any of Developer's representations and warranties set forth in Section 7.2 above to be untrue in any material way as of the Closing Date.

17.2 CPV'S REMEDY. If Developer does not terminate this Agreement on or before the expiration of the Feasibility Period and thereafter fails to Close Escrow due to a Default not otherwise due to the fault of CPV, then CPV may by written notice to Developer terminate this Agreement. Upon such termination Developer shall have no further rights under this Agreement and THEN CPV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS CPV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE ACQUIRED PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER THAT CPV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE ACQUIRED PROPERTY WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:
CPV:
DEVELOPER:

17.3 CPV's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CPV event of default hereunder (each, a "*CPV Default*"):

(a) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CPV's conditions precedent to the Close of Escrow set forth in Section 10.2 above; or

(b) any of CPV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

17.4 Developer's Remedies. In the event of a CPV Default prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such CPV Default; or

(b) to terminate this Agreement and on such termination CPV shall have no liability or obligation hereunder in which case CPV shall have no liability whatsoever to Developer, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under this Agreement or in any other way in connection with the

Project. Upon such termination, Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit together with any earnings thereon and CPV shall be responsible for the cost of any Escrow cancellation fee; or

(c) to demand specific performance of CPV's obligations under this Agreement, in which case CPV shall bear the cost of any actual reasonable attorneys' fees or other reasonable costs incurred by Developer in seeking such specific performance due and payable to Developer within sixty (60) days of CPV's receipt of an invoice, together with reasonable evidence in support of, such reimbursable amount.

18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title shall survive the recordation of the Deed and shall not be deemed merged into such Deed.

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

18.4 Non-Liability of City Officials and Employees. No official or employee of CPV or the City shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer or for any obligation of CPV under the terms of this Agreement.

18.5 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 personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; upon receipt or refusal if sent by personal delivery; or upon confirmation of receipt if sent by or facsimile transmission or e-mail electronic submission, in each case to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

And: City Attorney Office
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov

If to Developer: c/o Southern Land Company
Attn: Legal Department
3990 Hillsboro Pike, Ste. 400
Nashville, TN 37215
(615) 778-3150
Email: legal.notices@southernland.com

18.6 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Agreement are authorized to be given by the President of CPV or such other person that CPV designates in writing to Developer. If there is no time specified herein for CPV's approval, Developer may submit a letter requiring CPV's approval within thirty (30) days after submission to CPV or such approvals shall be deemed granted. Notwithstanding the foregoing, Developer acknowledges (i) that a request for a modification to this Agreement or a request to extend deadlines specified hereunder may either (x) require review and approval of the City Council, or (y) the President of CPV may determine that it is in the best interest of CPV to submit such a request for review and approval by City Council, and (ii) such review and approval may take more than thirty (30) days in or order to comply with the required and customary procedures for obtaining approval of City Council. The President of CPV shall have the authority to grant time extensions under this Agreement, the Project DSLURS and other agreements related hereto; provided, however, that it shall be at the President's sole and absolute discretion as to whether to grant any time extension and/or to submit any requests for time extensions to City Council for approval.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit I, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer. All waivers of the provisions of this Agreement 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.

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

18.9 Governing Law; Jurisdiction; Waiver of Jury Trial. Any controversy, claim, or dispute arising out of or related to this Agreement or the interpretation, performance, or breach hereof (a "*Dispute*"), shall be resolved in accordance with this Section.

(a) Governing Law. This Agreement and all Disputes between the Parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

(b) Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court, or federal court of the United States of America, sitting in Clark County, Nevada, and any appellate court from any thereof, for resolution of any Dispute and for recognition or enforcement of any judgment relating to such Dispute, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts; (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Nevada state court or, to the extent permitted by applicable law, in such federal court; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Nevada state or federal court; and (d) waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 18.5. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

(c) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (c) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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

18.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

18.12 No Third-Party Beneficiaries. Nothing in this Agreement 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 Agreement. Nothing herein is intended to create any rights vested in the general public or to otherwise benefit the general public.

18.13 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified. The term "business days" refers means a day when the City is normally open for public access, occurring on Mondays through Thursdays, unless the City is not open for the celebration or observance of holidays or is otherwise declared not open to the public by the City Manager of the City. If a time for performance hereunder falls on a day other than a business day, the time for performance shall be extended to the following business day.

18.14 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement 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 Agreement or any amendments or exhibits hereto.

19. TIME FOR ACCEPTANCE OF AGREEMENT BY CPV. This Agreement was approved on _____, 2020 by the City Council. The effective date of this Agreement shall be the date of CPV's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

EXECUTION BLOCKS ON NEXT PAGE

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

CPV

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

By: _____
Name: SCOTT ADAMS
Title: PRESIDENT

Effective Date: 1-16-20, 2020

DEVELOPER

SLC DEVELOPMENT, LLC, a Tennessee limited liability company

By: _____

Execution Date: 1-15-020

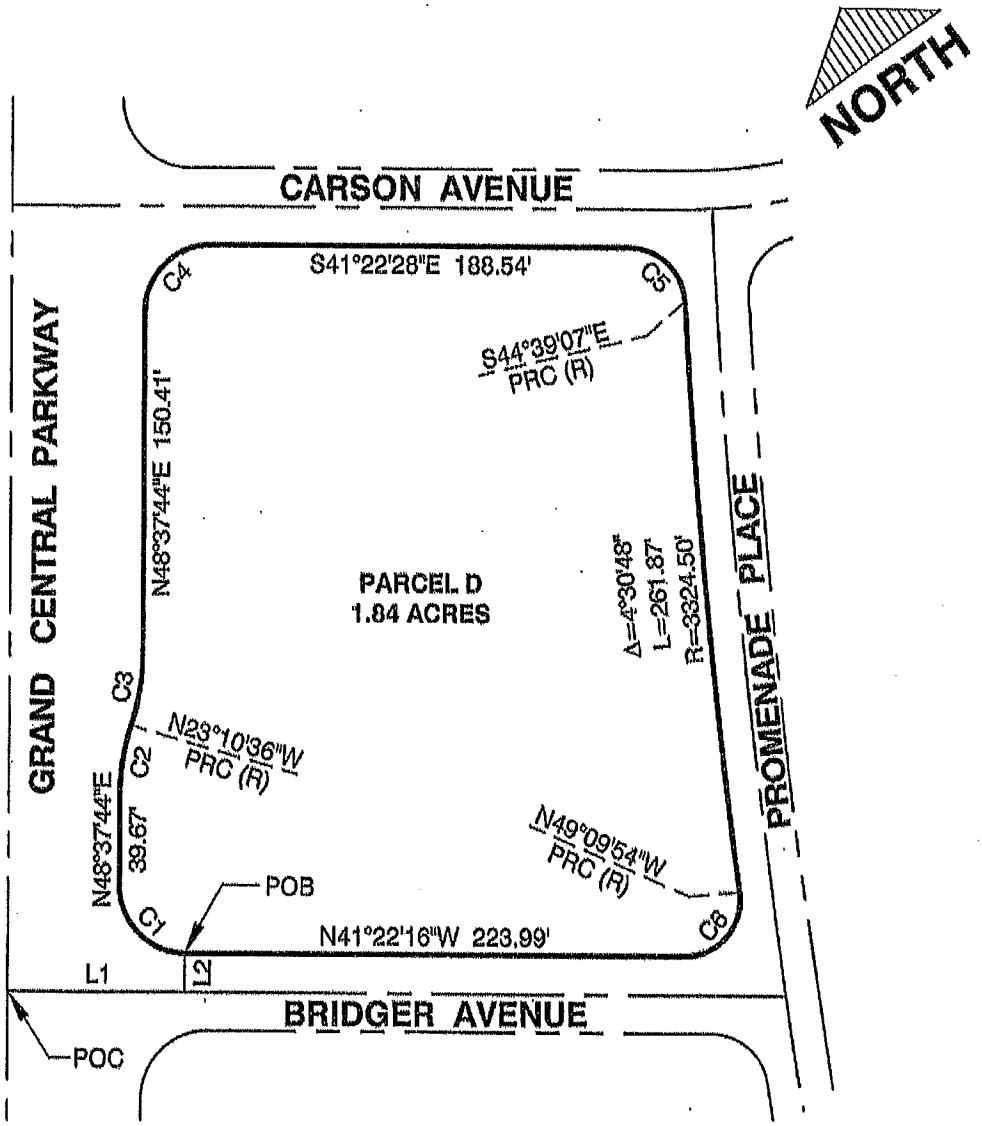
APPROVED AS TO FORM:

_____ 12-19-19
Date

LIST OF EXHIBITS

EXHIBIT A	PARCEL D DEPICTION
EXHIBIT A-1	PARCEL D LEGAL DESCRIPTION
EXHIBIT B	PARCEL C DEPICTION
EXHIBIT B-1	PARCEL C LEGAL DESCRIPTION
EXHIBIT C	DEED
EXHIBIT D	DEVELOPMENT PARCEL DEPICTION
EXHIBIT D-1	DEVELOPMENT PARCEL LEGAL DESCRIPTION
EXHIBIT E	ENVIRONMENTAL COVENANT
EXHIBIT F	PROJECT DSLURS
EXHIBIT G	ROW DEPICTION
EXHIBIT G-1	ROW LEGAL DESCRIPTION
EXHIBIT H	SCHEDULE OF PERFORMANCE
EXHIBIT I	DISCLOSURE OF PRINCIPALS

EXHIBIT "A"



POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

SEE EXHIBIT PAGE 2 OF 2 FOR CURVE AND COURSE TABLES

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 1 OF 2	LEGAL DESCRIPTION EXHIBIT PARCEL D
0768-45 RWM	
OCTOBER 21, 2019	

EXHIBIT "A"

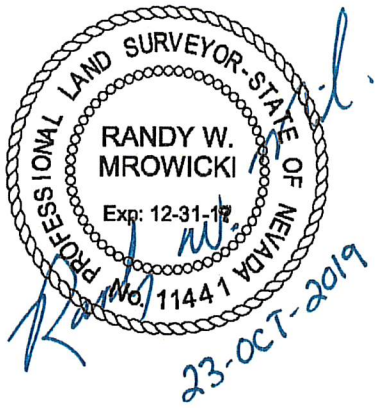
COURSE TABLE		
NO.	BEARING	LENGTH
L1	S41°22'16"E	80.00'
L2	N48°37'44"E	17.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	30.00'
C2	98.00'	18°11'40"	31.12'	15.69'
C3	102.00'	18°11'40"	32.39'	16.33'
C4	30.00'	89°59'48"	47.12'	30.00'
C5	25.00'	86°43'21"	37.84'	23.61'
C6	25.00'	97°47'38"	42.67'	28.65'

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 2 OF 2
0768-45 RWM
OCTOBER 21, 2019

SYMPHONY PARK

LEGAL DESCRIPTION EXHIBIT
PARCEL D



OCTOBER 22, 2019
BY: RWM
P.R. BY: JVT
PAGE 1 OF 2

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE.

EXHIBIT "A-1" - LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL D

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE SOUTH 41°22'16" EAST, ALONG THE CENTERLINE OF BRIDGER AVENUE, 80.00 FEET; THENCE NORTH 48°37'44" EAST, DEPARTING THE CENTERLINE OF BRIDGER AVENUE, 17.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874, BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE (34.00 FEET WIDE) OF SAID BRIDGER AVENUE, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00 TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, THENCE NORTH 48°37'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, 39.67 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED AUGUST 29, 2007 IN DOCUMENT NUMBER 20070829, AS INSTRUMENT NUMBER 02294, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH

A CENTRAL ANGLE OF 18°11'40" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'36" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'40"; THENCE NORTH 48°37'44" EAST, 150.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'48" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE (34.00 FEET WIDE); THENCE SOUTH 41°22'28" EAST, 188.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, 37.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°43'21" TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE (29.00 FEET WIDE), BEING A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 44°39'07" WEST; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 261.87 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°30'48" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 49°09'54" EAST; THENCE SOUTHWESTERLY, 42.67 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°47'38" TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE (34.00 FEET WIDE); THENCE NORTH 41°22'16" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE, 223.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1.84 ACRES (80,019 SQ. FT.), MORE OR LESS.

SAID PARCEL IS ALSO IDENTIFIED AS APN 139-34-110-008 AS SHOWN IN FILE 184 OF SURVEYS, AT PAGE 79, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

BASIS OF BEARINGS:
NORTH 48°37'44" EAST, BEING THE CENTERLINE OF GRAND CENTRAL PARKWAY SOUTH OF THE INTERSECTION WITH BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 184 OF SURVEYS, AT PAGE 79, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL D.DOC

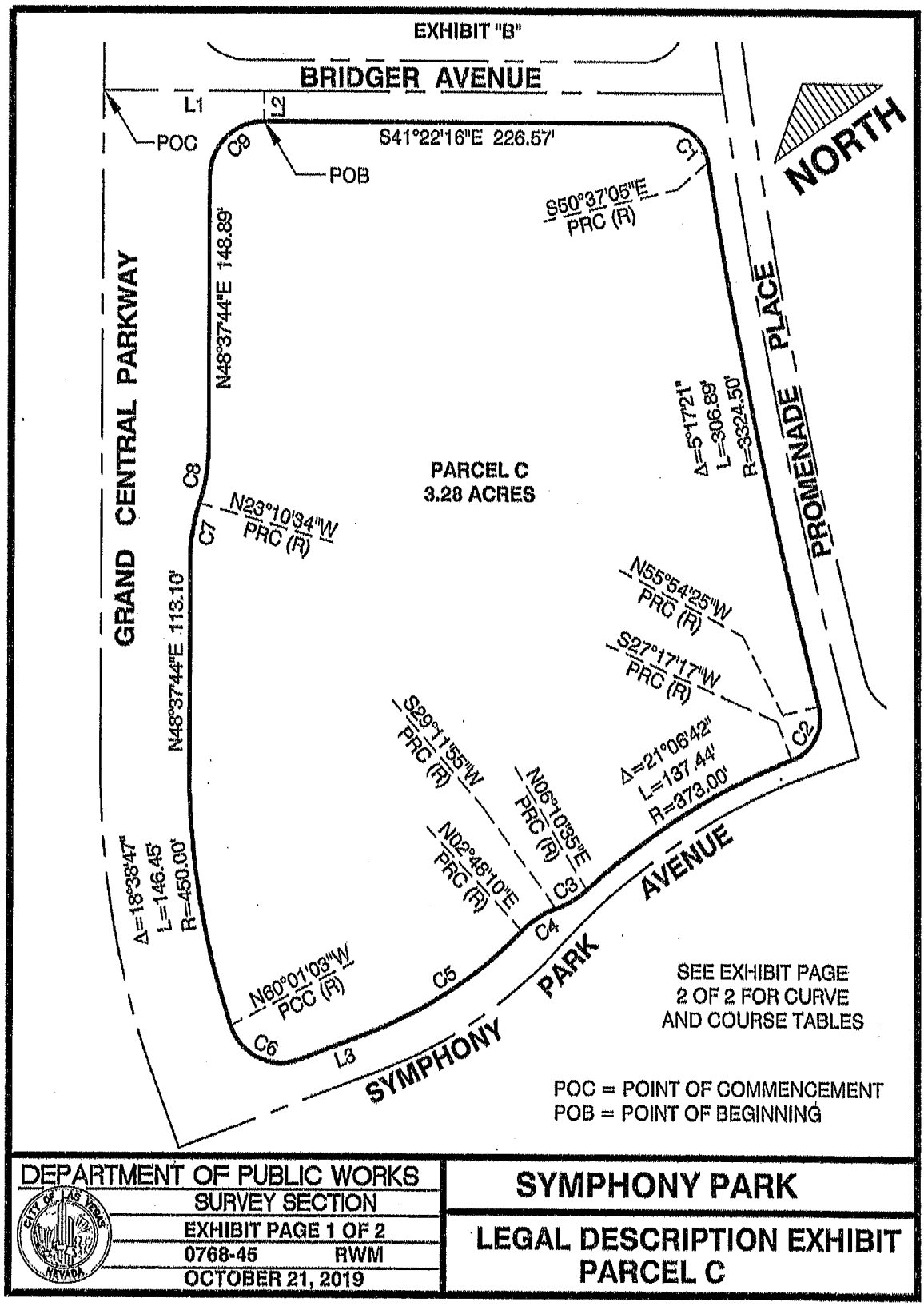


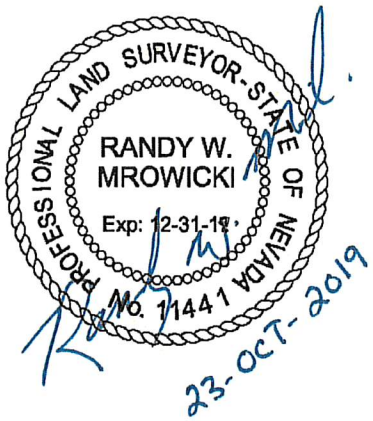
EXHIBIT "B"
BRIDGER AVENUE
L1
L2
POC
POB
C9
S41°22'16"E 226.57'
C1
S50°37'05"E
PRC (R)
NORTH
GRAND CENTRAL PARKWAY
N48°37'44"E 148.89'
C8
C7
N23°10'34"W
PRC (R)
PARCEL C
3.28 ACRES
Δ=5°17'21"
L=306.89'
R=3324.50'
PROMENADE PLACE
N48°37'44"E 113.10'
N55°54'25"W
PRC (R)
S27°17'17"W
PRC (R)
S29°11'55"W
PRC (R)
N06°10'35"E
PRC (R)
Δ=21°06'42"
L=137.44'
R=373.00'
C2
Δ=18°38'47"
L=146.45'
R=450.00'
N02°48'10"E
PRC (R)
C3
C4
AVENUE
PARK
SYMPHONY
N60°01'03"W
PCC (R)
C5
C6
L3
SEE EXHIBIT PAGE
2 OF 2 FOR CURVE
AND COURSE TABLES
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 1 OF 2
0768-45 RWM
OCTOBER 21, 2019
SYMPHONY PARK
LEGAL DESCRIPTION EXHIBIT
PARCEL C

EXHIBIT "B"

COURSE TABLE		
NO.	BEARING	LENGTH
L1	S41°22'16"E	90.00'
L2	S48°37'44"W	17.00'
L3	N62°04'44"W	39.62'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	25.00'	80°45'11"	35.24'	21.26'
C2	25.00'	83°11'43"	36.30'	22.19'
C3	50.00'	23°01'21"	20.09'	10.18'
C4	50.00'	26°23'46"	23.03'	11.73'
C5	240.00'	25°07'06"	105.22'	53.47'
C6	30.00'	92°03'41"	48.20'	31.10'
C7	98.00'	18°11'42"	31.12'	15.69'
C8	102.00'	18°11'42"	32.39'	16.33'
C9	30.00'	90°00'00"	47.12'	30.00'

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 2 OF 2	LEGAL DESCRIPTION EXHIBIT
0768-45 RWM	PARCEL C
OCTOBER 21, 2019	



OCTOBER 21, 2019
BY: RWM
P.R. BY: JVT

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE.

EXHIBIT "B-1" - LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL C

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE SOUTH 41°22'16" EAST, ALONG THE CENTERLINE OF BRIDGER AVENUE, 90.00 FEET; THENCE SOUTH 48°37'44" WEST, DEPARTING THE CENTERLINE OF BRIDGER AVENUE, 17.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874, BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 41°22'16" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE (34.00 FEET WIDE) OF SAID BRIDGER AVENUE, 226.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, 35.24 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°45'11" TO THE WESTERLY RIGHT-OF-WAY LINE (29.00 FEET WIDE) OF PROMENADE PLACE, BEING A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 50°37'05" WEST; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 306.89 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°17'21" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 55°54'25" EAST; THENCE SOUTHWESTERLY, 36.30 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°11'43" TO THE NORTHERLY RIGHT-OF-WAY LINE

(VARIED WIDTH) OF SYMPHONY PARK AVENUE, BEING A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 373.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 27°17'17" EAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE, 137.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°06'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 06°10'35" WEST; THENCE NORTHWESTERLY, 20.09 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'21" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 29°11'55" EAST; THENCE NORTHWESTERLY, 23.03 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'46" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 240.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 02°48'10" WEST; THENCE NORTHWESTERLY, 105.22 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°07'06"; THENCE NORTH 62°04'44" WEST, 39.62 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY, 48.20 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°03'41" TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY, AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, BEING A POINT OF COMPOUND CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 60°01'03" WEST; THENCE NORTHEASTERLY, 146.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°38'47"; THENCE NORTH 48°37'44" EAST, 113.10 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'34" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42"; THENCE NORTH 48°37'44" EAST, 148.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE, ALSO BEING THE **POINT OF BEGINNING.**

CONTAINING 3.28 ACRES (142,741 SQ. FT.), MORE OR LESS.

SAID PARCEL IS ALSO IDENTIFIED AS APN 139-33-511-008 AS SHOWN IN FILE 184 OF SURVEYS, AT PAGE 79, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL C.DOC

EXHIBIT "B-1" PARCEL C
LEGAL DESCRIPTION CONTINUED
PAGE 3 OF 3

BASIS OF BEARINGS:
NORTH 48°37'44" EAST, BEING THE CENTERLINE OF GRAND CENTRAL PARKWAY SOUTH OF THE INTERSECTION WITH BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 184 OF SURVEYS, AT PAGE 79, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL C.DOC

EXHIBIT C

APN No(s): 139-34-110-008

WHEN RECORDED MAIL TO
AND SEND TAX STATEMENTS TO:
[_____]
c/o Southern Land Company
Attn: Legal Department
3990 Hillsboro Pike, Ste. 400
Nashville, TN 37215

GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, CITY PARKWAY V, INC., a Nevada non-profit corporation ("*Grantor*"), does hereby grant, bargain, sell and convey to _____, a _____ ("*Grantee*"), all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

The Real Property is hereby being transferred by Grantor to Grantee subject to the restriction that for a period of sixty (60) years after the date of recordation of this deed no gaming use will be conducted or operated on the Real Property pursuant to a nonrestricted license or which is a nonrestricted operation as each are defined in to Chapter 463, Section 463.0177, of Nevada Revised Statues ("NRS"). Such restriction will run with the Real Property and be binding upon any successor owners of the Real Property, which restriction will run in favor of, and be enforceable by, any parcel owner within Symphony Park, as depicted on Exhibit B attached hereto and incorporated herein by this reference, on whose parcel a gaming use is operated pursuant to an unrestricted gaming license pursuant to the NRS 463.0177, as depicted on Exhibit B attached hereto and incorporated herein by this reference on which a nonrestricted gaming operation is being operated. This restriction may be released and terminated by a recorded instrument signed by Grantor or an assignee of Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 20__.

GRANTOR:

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

By: _____
Scott D. Adams, President

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____, 20__ by Scott D. Adams as the President of City Parkway V, Inc.

(Seal, if any)

_____
Signature of Notarial Officer

EXHIBIT A

The Real Property

(To be attached)

EXHIBIT B

Symphony Park

EXHIBIT B
Symphony Park

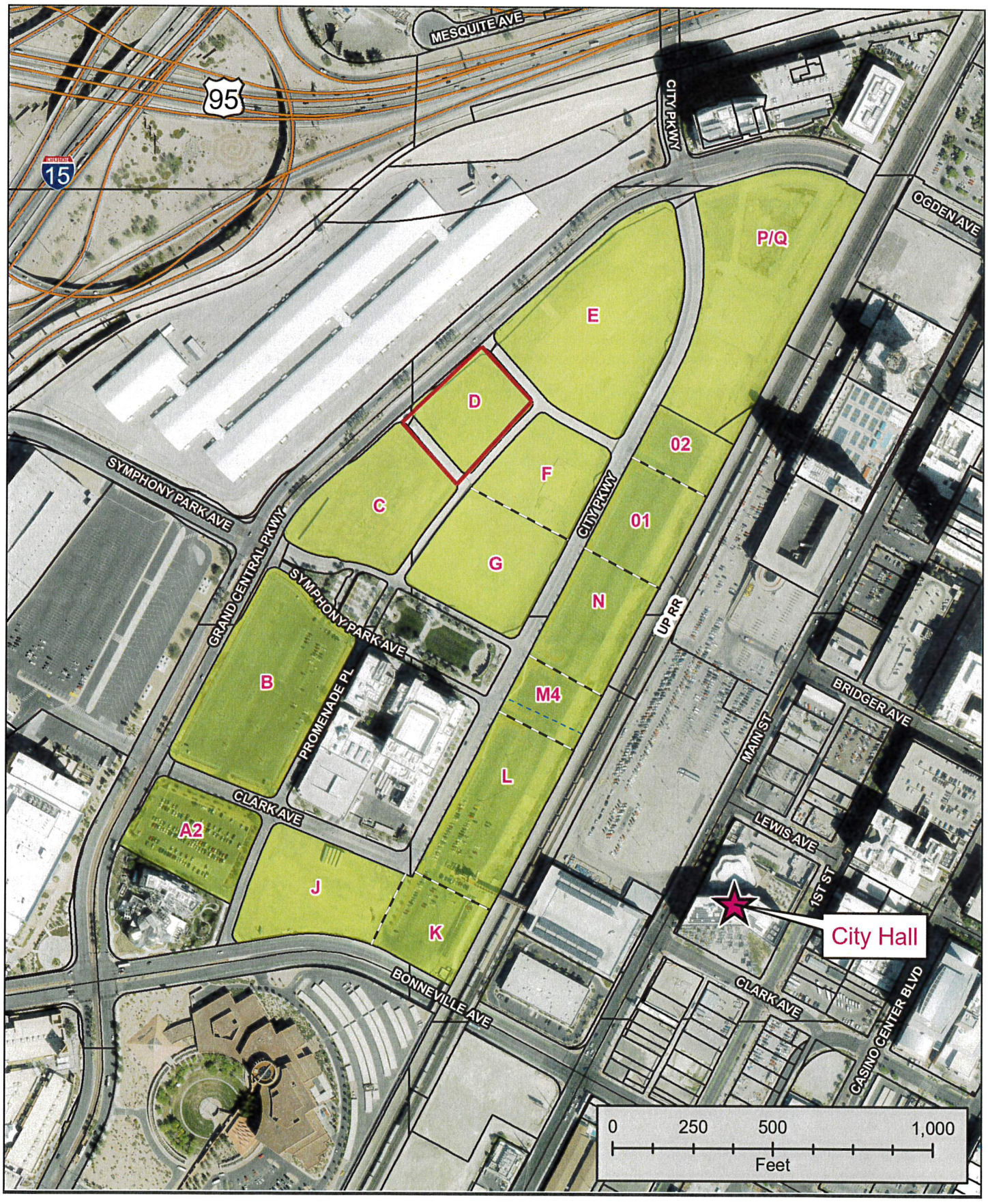
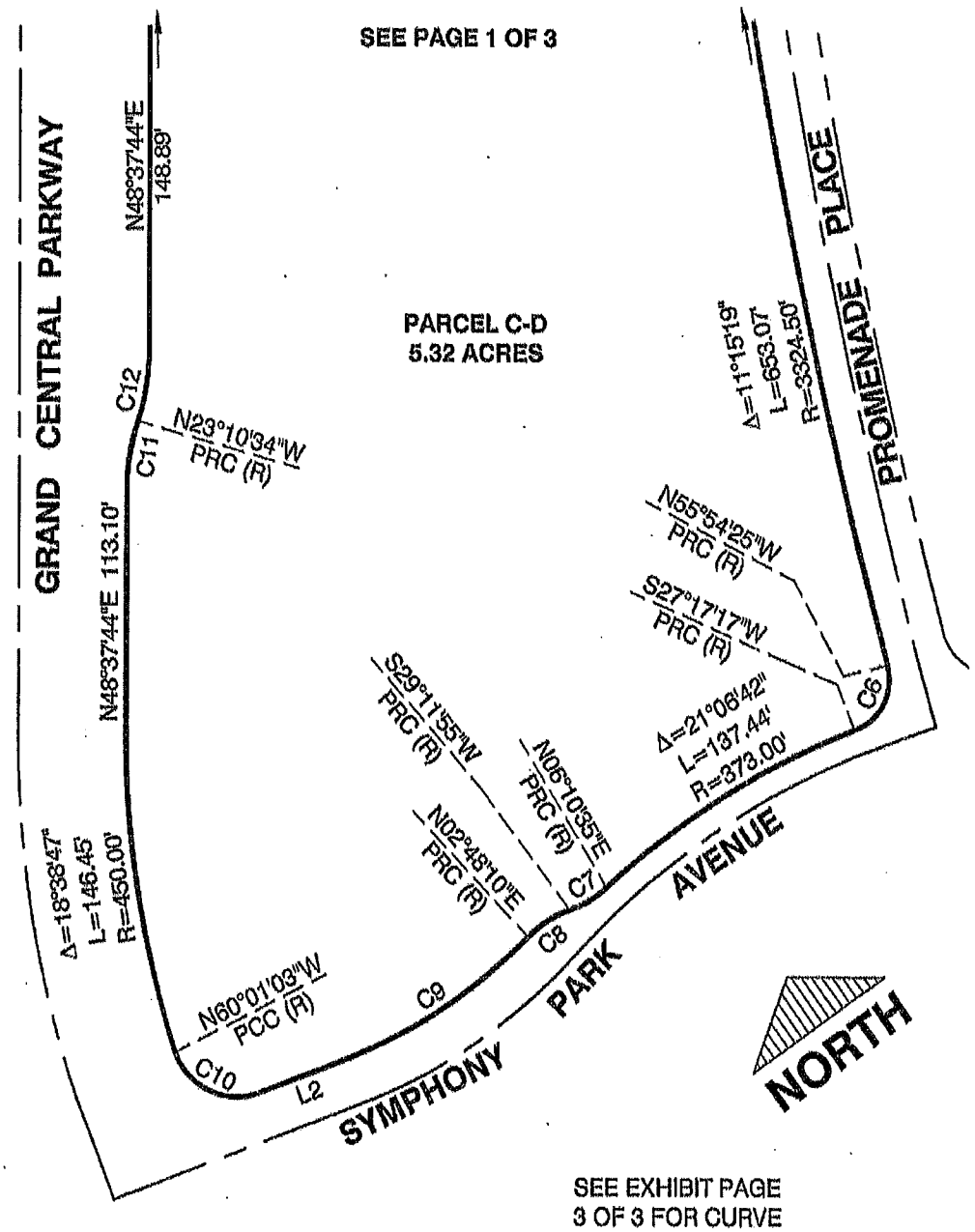


EXHIBIT "D"

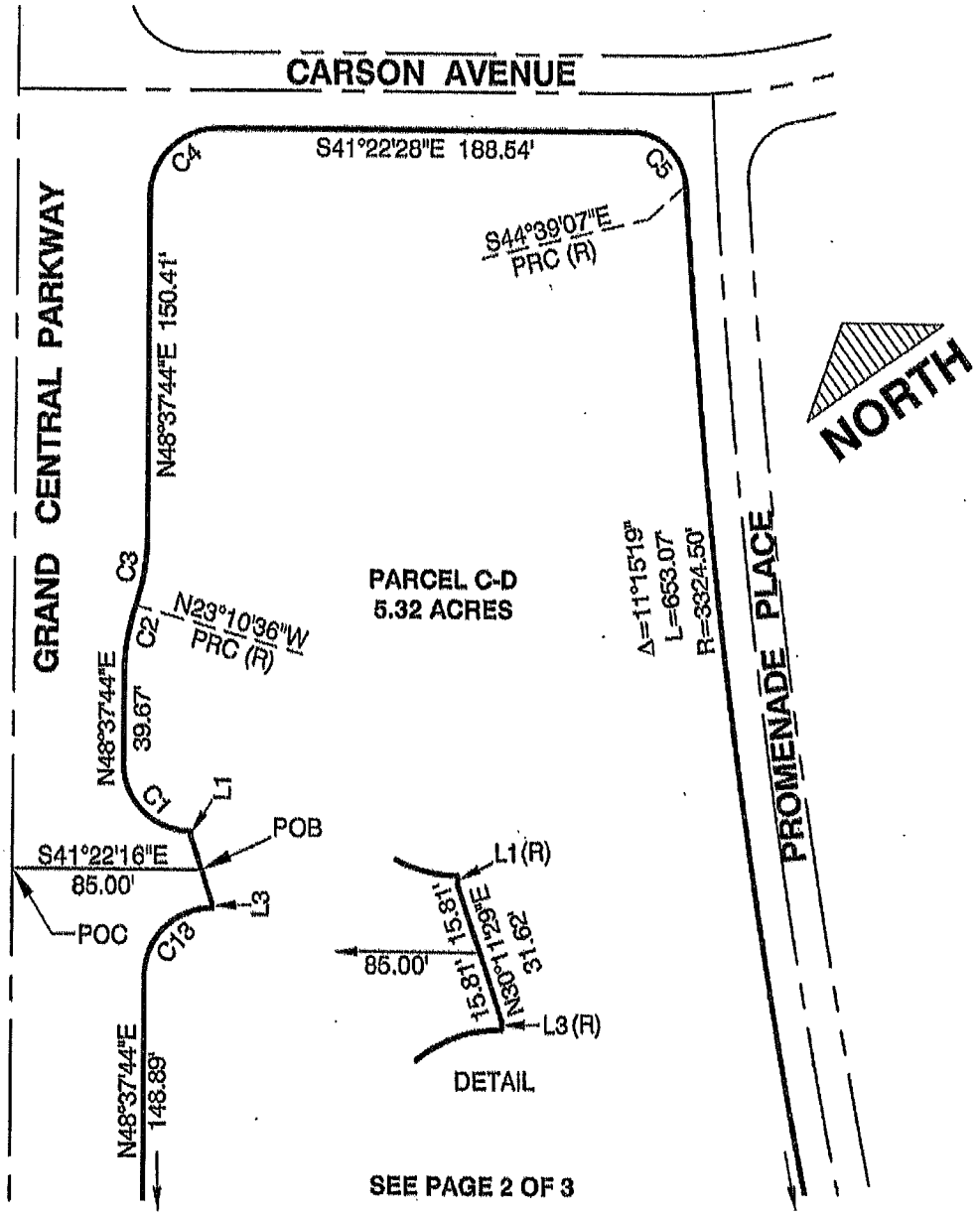
SEE PAGE 1 OF 3



SEE EXHIBIT PAGE
3 OF 3 FOR CURVE
AND COURSE TABLES

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 2 OF 3	LEGAL DESCRIPTION EXHIBIT
0768-45 RWM	PARCEL C-D
OCTOBER 22, 2019	

EXHIBIT "D"



POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

SEE EXHIBIT PAGE 3 OF 3 FOR CURVE AND COURSE TABLES

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 1 OF 3	LEGAL DESCRIPTION EXHIBIT
0768-45 RWM	PARCEL C-D
OCTOBER 22, 2019	

EXHIBIT "D"

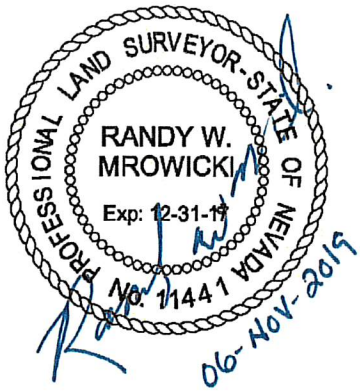
COURSE TABLE		
NO.	BEARING	LENGTH
L1	N48°37'44"E	2.00'
L2	N62°04'44"W	39.62'
L3	N48°37'44"E	2.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	30.00'
C2	98.00'	18°11'40"	31.12'	15.69'
C3	102.00'	18°11'40"	32.39'	16.33'
C4	30.00'	89°59'48"	47.12'	30.00'
C5	25.00'	86°43'21"	37.84'	23.61'
C6	25.00'	83°11'43"	36.30'	22.19'
C7	50.00'	23°01'21"	20.09'	10.18'
C8	50.00'	26°23'46"	23.03'	11.73'
C9	240.00'	25°07'06"	105.22'	53.47'
C10	30.00'	92°03'41"	48.20'	31.10'
C11	98.00'	18°11'42"	31.12'	15.69'
C12	102.00'	18°11'42"	32.39'	16.33'
C13	30.00'	90°00'13"	47.13'	30.00'

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 3 OF 3
0768-45 RWM
OCTOBER 22, 2019

SYMPHONY PARK

LEGAL DESCRIPTION EXHIBIT
PARCEL C-D



NOVEMBER 06, 2019
BY: RWM
P.R. BY: JVT

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND BOUNDED BY GRAND CENTRAL PARKWAY ON THE WEST, CARSON AVENUE ON THE NORTH, PROMENADE PLACE ON THE EAST AND SYMPHONY PARK AVENUE ON THE SOUTH WITH A PRE-REQUISITE OF THE VACATION OF BRIDGER AVENUE RIGHT-OF-WAY.

EXHIBIT "D-1" - LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL C-D

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE SOUTH 41°22'16" EAST, ALONG THE CENTERLINE OF BRIDGER AVENUE, 85.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 30°11'29" EAST, DEPARTING THE CENTERLINE OF BRIDGER AVENUE, 15.81 FEET; THENCE NORTH 48°37'44" EAST, ALONG A RADIAL LINE, 2.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE (34.00 FEET WIDE) OF SAID BRIDGER AVENUE, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00 TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, THENCE NORTH 48°37'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, 39.67 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED AUGUST 29, 2007 IN DOCUMENT NUMBER 20070829, AS INSTRUMENT NUMBER 02294, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'40" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'36" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'40"; THENCE NORTH 48°37'44" EAST, 150.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'48" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE (34.00 FEET WIDE) AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874; THENCE SOUTH 41°22'28" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CARSON AVENUE, 188.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, 37.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°43'21" TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE (29.00 FEET WIDE), BEING A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 44°39'07" WEST; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 653.07 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°15'19" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 55°54'25" EAST; THENCE SOUTHWESTERLY, 36.30 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°11'43" TO THE NORTHERLY RIGHT-OF-WAY LINE (VARIED WIDTH) OF SYMPHONY PARK AVENUE, BEING A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 373.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 27°17'17" EAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE, 137.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°06'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 06°10'35" WEST; THENCE NORTHWESTERLY, 20.09 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'21" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 29°11'55" EAST; THENCE NORTHWESTERLY, 23.03 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'46" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 240.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 02°48'10" WEST; THENCE NORTHWESTERLY, 105.22 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°07'06"; THENCE NORTH 62°04'44" WEST, 39.62 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY, 48.20 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF

92°03'41" TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY, AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, BEING A POINT OF COMPOUND CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 60°01'03" WEST; THENCE NORTHEASTERLY, 146.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°38'47"; THENCE NORTH 48°37'44" EAST, 113.10 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'34" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42"; THENCE NORTH 48°37'44" EAST, 148.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'13" TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE; THENCE NORTH 48°37'44" EAST, ALONG A RADIAL LINE, 2.00 FEET; THENCE NORTH 30°11'29" EAST, 15.81 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 5.32 ACRES (231,546 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS:
NORTH 48°37'44" EAST, BEING THE CENTERLINE OF GRAND CENTRAL PARKWAY SOUTH OF THE INTERSECTION WITH BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 184 OF SURVEYS, AT PAGE 79, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL C-D.DOC

EXHIBIT E

APN NO: 13934110008

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
495 South Main St. 6th Floor
Las Vegas, Nevada 89101
Attention: Office of Economic and Urban Development

(Space Above Line For Recorder's Use)

COVENANT

THIS COVENANT ("*Covenant*") is made as of _____, 20__, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and _____, a _____ ("*Developer*"). CPV and Developer are individually or collectively referred to herein as "*Party*" or "*Parties*."

WITNESSETH:

WHEREAS,

A. CPV has sold and conveyed to Developer that site, which is more particularly described in Exhibit A attached hereto (the "*Site*");

B. As part of the sale and conveyance of the Site, the Parties have agreed on environmental issues relating to the Site and mutually desire to enter into this Covenant to memorialize such agreement.

C. Prior to or concurrently with the recordation of this Covenant, CPV has recorded the UP Covenant (defined below) against the Site.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing (including the sale and conveyance of the Site by CPV to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 Certain Definitions.

"*City*" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"*City Entities*" means CPV and the City.

"*CPV Indemnified Party or Parties*" means, collectively, CPV and 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).

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority and including UP) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance, including, without limitation, UP under the UP Covenant.

"*Environmental Law*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

"*Hazardous Substance*" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

"*NDEP*" means the Nevada Department of Environmental Protection, an agency of the State of Nevada.

"*PEMA*" means that Project Environmental Management Agreement attached hereto as Exhibit B.

"*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.

"*Site*" is defined in Recital A.

"*Soil and Groundwater Management Plan*" means that final soil and groundwater management plan - Union Park 61-acre Site former Union Pacific Railroad Fueling and maintenance yard Las Vegas, Nevada Project No. 80559 March 21, 2007, as such may be amended from time to time.

"*UP*" means Union Pacific Railroad Company, a Delaware corporation.

"*UP Covenant*" means that Perpetual Environmental Covenant and Release of Claims Modifying Specified Environmental Obligations Contained within October 21, 1996 Purchase and Sale Agreement; and November 12, 1996 Grant, Bargain and Sale Deed recorded against the Site as Instrument Number 20151005-0001403 and re-recorded against the Site as Instrument Number 201660606-0002403.

"*UP Obligations*" means the term "Union Pacific Obligations" as defined in Section 3C. of the UP Covenant on page 5 of the UP Covenant.

2. UP COVENANT

Developer agrees that the Site is subject to the terms of the UP Covenant in all respects. Developer further agrees that:

(a) Developer hereby releases UP from any liability in connection with the UP Obligations; and

(b) Any remedies with respect to performance or breach of the UP Obligations shall solely and exclusively lie against the City Entities.

3. SOIL MANAGEMENT PLAN/CPV RELEASE

3.1 Soil and Groundwater Management Plan.

(a) Developer acknowledges that the Soil and Groundwater Management Plan has been developed and approved by NDEP for use prior to the initiation of future development on the Site that creates subsurface excavations in the area of petroleum hydrocarbon-contaminated soil, disturbs or exposes petroleum hydrocarbon-contaminated soil, requires dewatering at the Site and other matters related to the development of the Site. Subject to performance by CPV of its obligations under the PEMA, Developer agrees to comply with the Soil and Groundwater Management Plan in all respects, including, without limitation, incorporating the provisions of the Soil and Groundwater Management Plan into a work plan for NDEP's review and approval.

(b) The Parties agree that (i) the implementation of the Soil and Groundwater Management Plan shall be pursuant to and in compliance with the PEMA, (ii) their respective obligations in connection with the implementation of the Soil and Groundwater Management Plan are set forth fully in the PEMA, and (iii) the obligations of CPV under the PEMA are the only and sole obligations of CPV in connection with the condition of the Site, including, without limitation, any Environmental Claim, Environmental Law or Hazardous Substance.

3.2 CPV Release. Except for any Environmental Claim applicable to the period of CPV's ownership of the Site prior to the conveyance of the Site, Developer, for itself, its successor and assigns, and for each and every successor owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer or the Releasing Parties now have or may have in the future, known or unknown, against the CPV Indemnified Parties from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. Except for any Environmental Claim applicable to the period of CPV's ownership of the Site prior to the conveyance of the Site, Developer, for itself and for all Releasing Parties, hereby agrees to hold harmless and indemnify the CPV Indemnified Parties from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the CPV Indemnified Parties arising in any way from (i) the presence of Hazardous Substances or any other environmental conditions at, on, beneath or from the Site, (ii) Environmental Claims, or (iii) the application of Environmental Laws to the Site.

3.3 As-Is. Except as provided for in Paragraph 3.2 hereof, Developer acknowledges that its purchase of any of the Site was on an "as-is" "where-is" and "with all faults" basis without any express or implied warranties, and Developer for itself, its successor and assigns, and for all Releasing Parties, accepts

and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Site.

4. MISCELLANEOUS

4.1 General Purpose and Constructive Notice. The Covenant shall run with the land and be binding upon Developer and binding upon and obligate any successor owners of the Site.

4.2 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Covenant.

4.3 Time of the Essence. Time is of the essence of this Covenant and every obligation hereunder.

4.4 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 personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; upon receipt or refusal if sent by personal delivery; or upon confirmation of receipt if sent by or facsimile transmission or e-mail electronic submission, in each case to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And:
City Attorney Office
495 S. Main Street, 6th Floor Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lssvegasnevada.gov
Attn: John Ridilla

If to Developer:
C/o Southern Land Company
Attn: Legal Department
3990 Hillsboro Pike, Ste. 400
Nashville, TN 37215
(615) 778-3150
Email: legal.notices@southernland.com

4.5 Entire Agreement and Waivers. This Covenant is executed in two (2) duplicate originals, each of which is deemed to be an original. This Covenant 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. This Covenant includes Exhibit "A" and Exhibit B attached hereto and incorporated herein by reference. All waivers of the provisions of this Covenant 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.

4.6 Termination or Amendment. This Covenant 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 and Developer to that effect.

4.7 Severability. Whenever possible, each provision of this Covenant 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 Covenant and the remaining provisions shall remain in full force and effect.

4.8 Governing Law; Jurisdiction; Waiver of Jury Trial. Any controversy, claim, or dispute arising out of or related to this Covenant or the interpretation, performance, or breach hereof (a "*Dispute*"), shall be resolved in accordance with this Section 6.12.

(a) Governing Law. This Covenant and all Disputes between the Parties under or related to this Covenant or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

(b) Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court, or federal court of the United States of America, sitting in Clark County, Nevada, and any appellate court from any thereof, for resolution of any Dispute and for recognition or enforcement of any judgment relating to such Dispute, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts; (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Nevada state court or, to the extent permitted by applicable law, in such federal court; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Nevada state or federal court; and (d) waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each Party irrevocably consents to service of process in the manner provided for notices in Section. Nothing in this Covenant will affect the right of any Party to serve process in any other manner permitted by law.

4.9 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS COVENANT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS COVENANT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (c) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS COVENANT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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

4.11 Counterparts. Each counterpart of this Covenant shall be deemed to be an original and all of which together shall be deemed to be one and the same Covenant. Delivery of this Covenant may be accomplished by facsimile transmission of this Covenant. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Covenant.

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

4.13 Days. All references to "*days*" in this Covenant are to consecutive calendar days unless business days are specified. Nothing herein is intended to create any rights vested in the general public or to otherwise benefit the general public.

4.14 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Covenant 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 Covenant or any amendments or exhibits hereto.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the date first written above.

CPV

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

By: _____

Name: _____

Title: _____

ATTEST:

_____

_____, Title

DEVELOPER

_____, a _____

By: _____

Execution Date:

_____

APPROVED AS TO FORM:

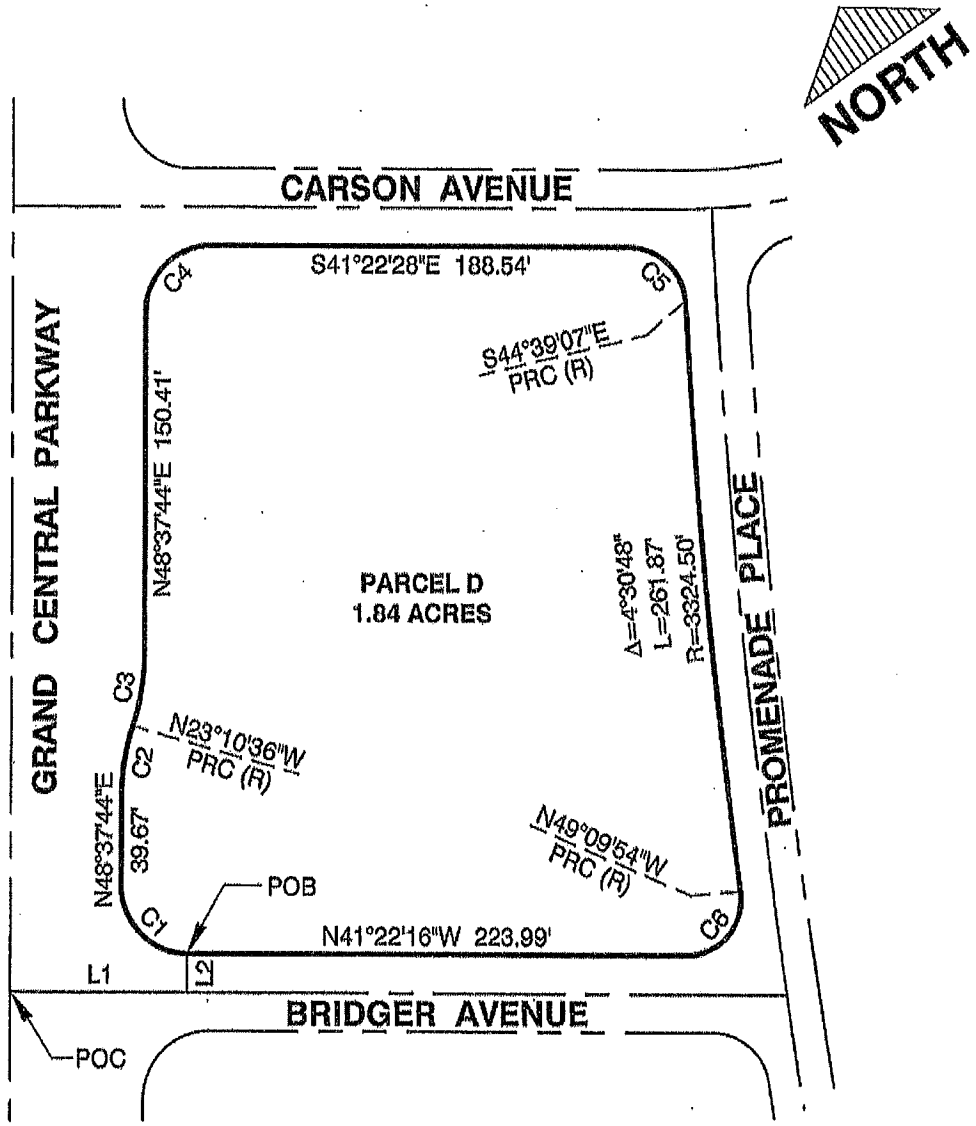
_____

Date

ADD NOTARIES

EXHIBIT A

EXHIBIT "A"



POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

SEE EXHIBIT PAGE 2 OF 2 FOR CURVE AND COURSE TABLES

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 1 OF 2	LEGAL DESCRIPTION EXHIBIT PARCEL D
0768-45 RWM	
OCTOBER 21, 2019	

EXHIBIT "A"

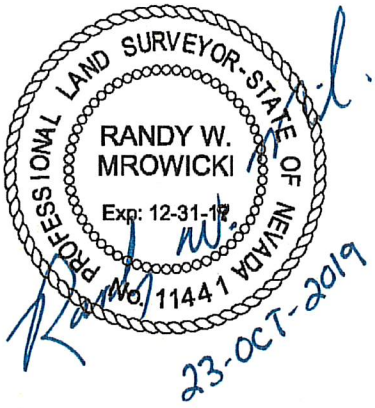
COURSE TABLE		
NO.	BEARING	LENGTH
L1	S41°22'16"E	80.00'
L2	N48°37'44"E	17.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	30.00'
C2	98.00'	18°11'40"	31.12'	15.69'
C3	102.00'	18°11'40"	32.39'	16.33'
C4	30.00'	89°59'48"	47.12'	30.00'
C5	25.00'	86°43'21"	37.84'	23.61'
C6	25.00'	97°47'38"	42.67'	28.65'

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 2 OF 2
0768-45 RWM
OCTOBER 21, 2019

SYMPHONY PARK

LEGAL DESCRIPTION EXHIBIT
PARCEL D



OCTOBER 22, 2019
BY: RWM
P.R. BY: JVT
PAGE 1 OF 2

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE.

EXHIBIT "A-1" - LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL D

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE SOUTH 41°22'16" EAST, ALONG THE CENTERLINE OF BRIDGER AVENUE, 80.00 FEET; THENCE NORTH 48°37'44" EAST, DEPARTING THE CENTERLINE OF BRIDGER AVENUE, 17.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874, BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE (34.00 FEET WIDE) OF SAID BRIDGER AVENUE, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00 TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, THENCE NORTH 48°37'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, 39.67 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED AUGUST 29, 2007 IN DOCUMENT NUMBER 20070829, AS INSTRUMENT NUMBER 02294, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH

A CENTRAL ANGLE OF 18°11'40" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'36" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'40"; THENCE NORTH 48°37'44" EAST, 150.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'48" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE (34.00 FEET WIDE); THENCE SOUTH 41°22'28" EAST, 188.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, 37.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°43'21" TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE (29.00 FEET WIDE), BEING A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 44°39'07" WEST; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 261.87 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°30'48" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 49°09'54" EAST; THENCE SOUTHWESTERLY, 42.67 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°47'38" TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE (34.00 FEET WIDE); THENCE NORTH 41°22'16" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE, 223.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1.84 ACRES (80,019 SQ. FT.), MORE OR LESS.

SAID PARCEL IS ALSO IDENTIFIED AS APN 139-34-110-008 AS SHOWN IN FILE 184 OF SURVEYS, AT PAGE 79, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

BASIS OF BEARINGS:
NORTH 48°37'44" EAST, BEING THE CENTERLINE OF GRAND CENTRAL PARKWAY SOUTH OF THE INTERSECTION WITH BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 184 OF SURVEYS, AT PAGE 79, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL D.DOC

EXHIBIT B

PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this Exhibit B have the meanings ascribed to such terms in the Covenant.

"**Activity and Use Limitations**" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or Engineering Controls, and Hazardous Substance monitoring in soil and groundwater that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP or recommended by the Risk Assessment in order to ensure no significant risk to public health or the environment.

"**Applicable Environmental Guidance**" means all applicable Environmental Laws, Activity and Use Limitations, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent an element of the Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be followed.

"**CEM Contract**" means the contract described in **Section 3D(c)** below.

"**Certified Environmental Manager**" ("**CEM**") means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"**Clean Soil**" means soil excavated from the Site that does not contain Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**Completion of Construction**" as to any portion of the Project, means the date that such portion receives a temporary certificate of occupancy or notice of completion is recorded.

"**Contaminated Soil**" means soil excavated from the Site that contains Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**CPV Manager**" means the City Manager of the City of Las Vegas, Nevada or the person CPV identifies in writing to Developer.

"**CPV Obligations**" means those obligations described in **Section 3D(b)**.

"**CPV Project Representative**" means the person designated by CPV Manager in writing to Developer.

"**CPV Remediation Cost Cap**" means the amount up to but not exceeding the lesser of (i) three dollars ($3.00) per square foot of land in the Site or (ii) the costs to complete the recommendations set forth in the Risk Assessment. Such amount shall be the limit of CPV Obligations.

"Developer Obligations" means the obligations described at **Section 3D(a)**.

"**Engineering Controls**" mean barriers, caps, liners, ventilation systems or other devices engineered to control or impede dermal contact, inhalation or ingestion by humans of chemicals in soils, water and other media above and below grade surface.

"**Environmental Condition**" means (a) a Release or threat of a Release of any Hazardous Substance affecting the Site for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Site that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Site which results in or forms the basis for a claim by any Government Authority or citizen or citizen group for compliance, injunctive relief, damages (including without limitation natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Disclosure Documents" means those documents, data, and reports evidencing the condition of the Site that are listed on the "Symphony Park Environmental Disclosures Documents" which were delivered to your office on 10.17.17 via Fed Ex.

"**Environmental Laws**" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substance.

"**Environmental Permits**" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Project.

"**Government Authority**" means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court, or other entity exercising or having the functions of government.

"**Hazardous Substances**" or "**Hazardous Substance**" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory. "**Known Hazardous Substances**" means chemicals associated with diesel fuel, gasoline, solvents, total petroleum hydrocarbons, tetrachloroethylene, perchloroethylene, polyaromatic hydrocarbons, semi- and volatile organic compounds, lead, methyl ethyl ketone, trimethylbenzene, naphthalene, polychlorinated biphenyls, and arsenic, all of which are identified in the Environmental Disclosure Documents as chemicals of concern, and any other Hazardous Substances disclosed in the Environmental Disclosure Documents.

"**NDEP**" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

"**Occupancy Certificate**" means a certificate(s) or other equivalent approval by City allowing occupancy by people within the Project.

"**Project**" means the Project.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment,

including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

"**Risk Assessment**" means a health risk assessment prepared by a well-qualified CEM or PhD environmental professional acceptable to both Parties that for each Known Hazardous Substance (a) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (b) establishes soil and groundwater screening levels that represent chemical concentrations which would not result in adverse health effects under the assumed future land use of the Site, (c) identifies potential exposures during construction as a component of the analysis, (d) recommending Activity and Use Limitations for development of the Site that will maintain protection of public health and the environment while, to the extent consistent with such mandate, minimizing overall costs charged against the CPV Remediation Cost Cap, and (e) supersedes and replaces the Converse Consultants' September 24, 2002 Risk-Based Evaluation performed for CPV Parkway IV & V but only as to the Site. In recommending Activity and Use Limitations as provided in (d) above, the Risk Assessment shall contain a thorough cost analysis and discussion for each practicable alternative Activity and Use Limitation to minimize Site development charges against the CPV Remediation Cost Cap.

"**Site**" means the Site.

"**Soil and Groundwater Management Plan**" means the plan prepared by Kleinfelder, dated March 21, 2007, in accordance with Applicable Environmental Guidance and approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Project.

Environmental Conditions

1D. INTENTIONALLY OMITTED

2D. Developer Acknowledgments. Developer acknowledges receipt of the Environmental Disclosure Documents and agrees that CPV has made no representation regarding the matters set forth therein. Developer further acknowledges that the Environmental Disclosure Documents disclose and describe Hazardous Substances in soil and groundwater within and surrounding the Site.

3D. Developer Obligations and CPV Obligations. The Parties mutually acknowledge and agree that the Soil and Groundwater Management Plan sets forth the requirements for the remediation of the Site and that the Soil and Groundwater Management Plan is the basis of this Project Environmental Management Plan. Developer agree that CPV's obligations set forth in 3D.(b) are the only obligations of CPV in connection with Environmental Conditions, Environmental Laws and Hazardous Substances relating or applying to the Site.

(a) Developer Obligations. Developer shall design, construct, and operate the Project in accordance with Applicable Environmental Guidance. Developer and not CPV shall do and perform each of the following and shall be responsible and pay for all costs associated therewith:

1. Obtaining the Risk Assessment, which Developer shall complete no later than 90 days after the DDA is fully executed.

2. Excavation of soil based on an underground 3D grid of the Site prepared by Developer and reviewed by the CEM. There will be no stockpiling of soil on the Site and any excavated soil will go directly into third party hauling trucks arranged by CPV;

3. Handling, storing, transporting, re-using or disposing of all Clean Soil;

4. Sampling, characterizing, analyzing, remediating, cleaning up, treating, storing, and disposing to the extent required by and in compliance with Applicable Environmental Guidance: (x) Soils excavated by Developer that contain Hazardous Substances; or (y) Groundwater diverted from the Project Site to the extent recommended by the Risk Assessment and (z) Hazardous Substances on or within or migrating from or to the surface soils, subsurface soils or soil gas of, within, on or under the Site that are excavated by Developer;

5. To the extent necessary in Developer's sole judgment and discretion to satisfy construction design requirements within and for the Project, replacing and recompacting Clean Soil or formerly Contaminated Soil that is remediated to levels where such soil can be re-used pursuant the Soil and Groundwater Management Plan on the Site for the Project;

6. If and to the extent recommended by the Risk Assessment, the design, construction, operation and maintenance of Engineering Controls after Completion of Construction;

7. The portion of off-site disposal costs attributable to formerly Contaminated Soil that is remediated to levels where such soil can be re-used on Site pursuant to the Soil and Groundwater Management Plan;

8. The treatment in compliance with Applicable Environmental Guidance of groundwater diverted from the Site; and Developer shall not be responsible for any costs associated therewith until after the CPV Obligations are terminated pursuant to Section 3D(b) below:

Upon and after the termination of the CPV Obligations as set forth in Section 3D(b) below, Developer shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to Hazardous Substances within or affecting the Site.

(b) CPV Obligations. Subject to and as limited by the CPV Remediation Cost Cap, CPV, and not Developer, shall be responsible for the following costs incurred during construction of the Project and until issuance of an Occupancy Certificate for the following matters, each of which shall be charged against the CPV Remediation Cost Cap:

1. Sampling, characterizing, analyzing, remediating, cleaning up, treating, storing, and disposing to the extent required by and in compliance with Applicable Environmental Guidance: (x) Soils excavated by Developer that contain Hazardous Substances; and (z) Hazardous Substances on or within or migrating from or to the surface soils, subsurface soils or soil gas of, within, on or under the Site that are excavated by Developer;

2. The Risk Assessment, which Developer shall complete no later than 90 days after the DDA is fully executed.

3. The CEM costs as set forth in paragraph 3D(c) below.

Notwithstanding anything to the contrary in this Project Environmental Management Agreement, CPV shall not be responsible for any costs Developer would incur in the absence of the presence of Hazardous Substances in soil, groundwater, or other media at the Site.

All CPV Obligations shall terminate upon (i) the exhaustion of the CPV Remediation Cost Cap for the Site, or (ii) the issuance of the Occupancy Certificate for the Project, whichever first occurs. Notwithstanding the foregoing, if and to the extent the CPV Remediation Cost Cap has not yet been

exhausted, CPV shall remain responsible for the costs to dispose of or remediate Contaminated Soil prior to issuance of the Occupancy Certificate.

Developer agrees that the obligation of CPV to provide Remediation Cost Cap funds is limited to the Site, parcel G/F.

(c) CEM Contract. Developer shall promptly enter into a contract that requires the CEM to promptly perform the work described below (the "**CEM Contract**"). Developer shall be exclusively responsible for all CEM costs incurred under the CEM contract through issuance of the Occupancy Certificate, which costs shall be charged against CPV Remediation Cost Cap. Developer shall be exclusively responsible for all CEM Contract costs after issuance of an Occupancy Certificate. At a minimum, the CEM contract shall contain the following terms and conditions:

1. Upon issuance of the Occupancy Certificate, the CEM Contract shall terminate and the CEM shall make a duplicate set of all records, data, and reports generated during the contract available to the Parties. After issuance of the Occupancy Certificate, to the extent NDEP requires any ongoing groundwater monitoring, additional remediation or corrective action, or treatment or special handling of groundwater Developer will be solely responsible for all costs associated therewith and for costs of complying with Applicable Environmental Guidance.

2. INTENTIONALLY OMITTED

3. Obtain on behalf of and in the name of CPV or Developer all necessary Environmental Permits for the Project;

4. Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Project;

5. Deliver to CPV at the conclusion of the Project construction all records relating to any treatment facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

6. The CEM shall regularly report in writing to the Parties a summary of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered before and after issuance of the Occupancy Certificate;

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. To the extent CEM performs services on, or commingles excavated Contaminated Soils from multiple sites, including the Site, within Symphony Park, costs and expenses associated with those services and the hauling, handling, sampling, testing, analyzing treatment, removal, remediation, and the like, of commingled Contaminated Soils shall be equitably and reasonable allocated by the CEM's applying an objective standard to arrive at a proportionate share for the Site in relation to other contributing Symphony Park sites and projects.

5D. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("**Released Party**") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability,

obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any release of Hazardous Substances or any violation of Environmental Laws occurring on the Site prior to the Closing Date. Nothing in this Section or this Covenant shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Covenant.

6D. Limited Developer Indemnity. Developer shall indemnify, hold harmless, and defend CPV, CPV's affiliates, council members, mayor, employees, agents, officers, successors, and assigns of and from all losses or claims for personal injury, property damage, or natural resource damages caused in whole or in part by Developer's failure to design, construct, or operate the Project in conformance with Applicable Environmental Guidance from and after the Closing Date.

EXHIBIT "F"

APN NO: 139-34-110-008; APN NO: 139-33-511-008

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
495 South Main St. 6th Floor
Las Vegas, Nevada 89101
Attention: Office of Economic and Urban Development

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO PURCHASE

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO PURCHASE ("*Declaration*") is made as of _____, 20__ (the "*Effective Date*"), by and between CITY PARKWAY V, INC., a Nevada non-profit corporation (together with its permitted successors and assigns, "*CPV*"), and _____, a _____ (together with its permitted successors and assigns, "*Developer*"). CPV and Developer are individually or collectively referred to herein as "*Party*" or "*Parties*."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Developer that site, which is more particularly described in Exhibit "A" attached hereto (the "*Site*");

B. WHEREAS, the Site is part of Symphony Park, which is depicted on Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Developer has agreed that it is acquiring the Site to develop the Project (hereinafter defined) on the Development Parcel (hereinafter defined) in accordance with the Restrictions set forth herein;

D. WHEREAS, CPV is conveying the Site to Developer on the basis of Developer's continuing compliance with the Restrictions, including the construction of the Project on the Development Parcel and the operation of the Project; and

E. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Development Parcel and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Developer.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, 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 land holdings and Symphony Park as a whole. In addition to those general concerns, it is vitally important to CPV that development on those parcels of property (including the Site) that CPV from time to time elects to sell to third parties be consistent with CPV's master plan for Symphony Park. Should the development conditions imposed by CPV be materially violated, Symphony Park and its planned development could be negatively impacted. 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.

1.2 Certain Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings set forth below:

"*Abandoned Construction*" or a variation thereof means that Developer has ceased the active and continuous construction of the Project for a period of ninety (90) days.

"*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. Unless the context otherwise requires, any reference to "*Affiliate*" in this Declaration shall be deemed to refer to an Affiliate of Developer.

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

"City Council" means the city council of the City of Las Vegas.

"Commence Horizontal Construction" or "*Commencement of Horizontal Construction*" means commencement of any one of the grading, off site improvements, foundation work or similar horizontal construction on the Development Parcel.

"*Commence Vertical Construction*" or "*Commencement of Vertical Construction*" means commencement of the vertical erection of the primary buildings of the Project following commencement of horizontal construction.

"*Completion of Construction*" or any variation thereof as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Convey or Conveyance*" means any manner by which any estate or interest in all or substantially all of the Development Parcel is created, alienated, assigned or surrendered, and includes, without limitation, any sale, ground lease, conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner. For clarification purposes, Convey shall not include any mortgage on the Development Parcel.

"*CPV Indemnified Party or Parties*" means, collectively, CPV and 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).

"*DDA*" means that certain Disposition and Development Agreement between CPV and Developer (as such term is defined in the DDA), as such may be amended, whereby CPV has sold the Site to Developer.

"*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, and any amendments and restatements thereto adopted by the City Council as of the Effective Date.

"*Development Parcel*" means those parcels of property legally described and depicted on Exhibit "C" attached hereto, which is comprised of the Site, Parcel C and the ROW, which have been combined into one legal parcel in compliance with all applicable Requirements through the Record of Survey.

"*Environmental Law*" means any applicable past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

"*Final Plans and Drawings*" means the administratively approved civil improvement plans, together with any subsequent revisions thereto, prepared for the construction of the Project which have obtained all approvals pursuant to the Requirements for the construction of the Project.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, the City, Clark County, Nevada, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Development Parcel (or any portion thereof), and (ii) any public

utility or private entity which will be accepting and/or approving any development on the Development Parcel.

"*Hazardous Substance*" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

"*Mortgage*" means the encumbrance, grant, pledge or conveyance of Developer's rights, title, and interest in and to the Development Parcel, or any portion thereof, by way of a mortgage, pledge, assignment or other security agreement entering into a deed of trust or mortgage affecting the Development Parcel or any portion thereof, as the same may be amended, restated, or replaced from time to time.

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

"*Parcel C*" means that parcel of property described on Exhibit "D" attached hereto.

"*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 that residential apartment development as set forth in the Project Scope.

"*Project Scope*" means the description of the Project attached to this Declaration as Exhibit "E".

"*Record of Survey*" means a recorded record of survey merging the Site, Parcel C into the Development Parcel.

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

"*Required Approvals*" means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project.

"*Requirement*" means (i) 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 Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to

handicapped access or handicapped 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) and the Design Standards; (ii) any temporary or final certificates of completion and/or occupancy issued for the Development Parcel, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Declaration; and (iv) 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 recorded against the Development Parcel as of the Effective Date. The term "Requirement" includes the Design Standards, as such may be amended from time-to-time; provided, however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the design of the Project, then any subsequent amendments to the Symphony Park Documents which would require a modification to the approved design of the Project shall not be applicable to the Project.

"*Restrictions*" means the covenants, conditions, rights, restrictions and limitations more particularly set forth in Sections 2 and 3.

"*ROW*" means that right-of-way dedicated to the City, as depicted on Exhibit "H" and as legally described on Exhibit H-1 attached hereto and commonly known as a portion of Bridger Avenue.

"*Schedule of Performance*" attached to this Declaration as Exhibit "F", subject to Unavoidable Delays.

"*Specific Facilities*" means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by CPV.

"*Symphony Park Documents*" means, collectively: (a) the Charter for Symphony Park Master Association and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Master Association, (c) the by-laws of the Symphony Park Master Association, the Design Standards; and (e) the rules and regulations of the Symphony Park Master Association adopted from time to time.

"*Unavoidable Delays*" means delays or stoppages of work due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, labor disputes, 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 restrictions, litigation, unusually severe or abnormal weather conditions, a moratorium or any regulatory policy which impedes or precludes private development on the Development Parcel, unavailability or failure of utilities, acts of another party, acts or failure to act of any public or governmental agency or entity 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. Any delay resulting from Hazardous Substances disclosed in environmental reports prepared on the Development Parcel prior to the Effective Date shall not constitute Unavoidable Delay. Such Party shall use reasonable good faith efforts to notify the other Party not later than sixty (60) 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.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) 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 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings or as required herein, Developer shall not affect any change or amendment to any parcel or final map covering the Development Parcel or record any further parcel or final map of the Development Parcel or any portion thereof or facilities thereon, pursuant to the Nevada Revised Statutes (as amended), 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.

(b) Use. Developer shall not construct or attempt to construct any building or structure other than the Specific Facilities on the Development Parcel. Notwithstanding the foregoing, in the event of a material casualty to the Project such that Developer concludes that it is in its best interests not to repair or restore the Project, Developer shall have the right to raze the Project and rebuild another multifamily residential project on the Development Parcel. Such new project shall be subject to the terms and conditions of this Declaration and subject to the reasonable approval of CPV which approval shall not be unreasonably withheld or delayed.

(c) Zoning. Developer shall not use or develop or attempt to use or develop the Development Parcel or any portion thereof for any purpose other than the Project, or those other purposes expressly allowed (without the benefit of a special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Development Parcel effect as of the date of recordation of this Declaration. Additionally, Developer shall not change or attempt any change in zoning, or obtain or apply for an exception or other similar approval with respect to the use or development of the Development Parcel or any portion thereof not expressly allowed under such existing zoning without first obtaining the written consent of CPV.

(d) Unapproved Project. Developer shall not permit the construction of any structure or improvements on the Development Parcel not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Development Parcel.

(e) Waste or Nuisance. Developer shall not commit or suffer to be committed any material waste upon the Development Parcel and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Developer and CPV agree that:

(i) Until such time as Completion of Construction of the Project is achieved, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Developer shall not Convey all or any part of its interest in the Development Parcel without the prior written approval of CPV, until such time as Completion of Construction of the Project is achieved.

(iii) Notwithstanding the foregoing prohibition on Developer's power to Convey the Development Parcel, Developer may Convey the Development Parcel without obtaining CPV's prior written approval to a Developer Affiliate in connection with the financing of the construction of the Project so long as Developer, or an Affiliate of Developer, is in charge of and has authority and control over the management of the development of the Project, and Developer, or an Affiliate of Developer, has some equity ownership in such Affiliate. In the event of a Conveyance to a Developer Affiliate, Developer shall provide written notice to CPV along with a disclosure of principals.

(g) Indemnity.

(i) The CPV Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the CPV Indemnified Parties from and against, any third-party loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and costs), penalty or fine caused in whole or in part by: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed Project; or (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 (C) the use or occupancy of the Project, 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 of any owners or occupants of adjacent or neighboring property on the Development Parcel or caused by any construction or by operations in construction of any private, public or public work on the Development Parcel); or (D) any latent or patent defects in the Project; or (E) any act, omission or negligence of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; except to the extent any of the matters described in clauses (A) or (B) is due to the negligence or willful misconduct of any CPV Indemnified Party.

(ii) Developer shall notify CPV within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the CPV Indemnified Parties whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(g) 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 specified in Section 2.1(g)(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(g). Developer agrees to pay such CPV Indemnified Party all amounts due under this Section 2.1(g) within sixty (60) days receipt of the notice such CPV Indemnified Party.

(h) Insurance.

(i) Prior to Commencement of Horizontal Construction on the Development Parcel, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Development Parcel; and (iii) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Horizontal Construction on the Development Parcel and at all times thereafter, Developer shall maintain in effect comprehensive general public liability insurance and/or excess umbrella policy with a single per occurrence limit of not less than Two Million Dollars ($2,000,000) with respect to the Development Parcel and the operations of Developer in, on or about the Development Parcel;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-VII" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which CPV may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer's performance of the work on the Development Parcel or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish CPV with certificates of all insurance policies required under this Section 2.1(g)(3) before commencing any work on the Development Parcel. Each policy shall provide that it may not be canceled in coverage until twenty (20) days after written notice shall have been given to CPV of such cancellation. In the event of any reduction in the coverage amount, Developer shall promptly notify CPV. All insurance required hereunder (except worker's compensation) shall name CPV and the CPV Indemnified Parties as additional insureds. Notwithstanding the above, Developer shall have the right to provide and maintain the coverage provided for in this Section 2.1(h) above through a program of self-insurance or from an affiliated carrier, which provides insurance to or for Developer, or a combination of both.

2.2 Project Development. Developer agrees to develop the Development Parcel with those Specific Facilities specified in the Final Plans and Drawings. The violation of any of the following requirements 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) Development. Developer agrees (i) that the design, permitting, Commencement of Horizontal Construction and Commencement of Vertical Construction of the Project shall be undertaken and Completion of Construction achieved in compliance with the Schedule of Performance, and (ii) that Developer shall not Abandon Construction unless due to an Unavoidable Delay or as permitted by CPV or the City, at their respective sole discretion. As to Developer deadlines on the Schedule of Performance or otherwise specified herein, the parties shall agree to reasonably extend such deadlines where delays or defaults are the result of the City or CPV taking longer than commercially reasonable to respond to any application or item requiring City or CPV approval. Developer agrees that a Default under this Section 2.2(a) and/or the Performance Schedule shall entitle CPV to exercise the remedies set forth in Section 4.3. Developer's obligations shall be subject to Unavoidable Delay

(b) Uses. Developer shall cause the Development Parcel to be developed only with the Specific Facilities, and no portion of the Development Parcel or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any other facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

2.3 Parking. Developer agrees that all Parking for the Project must be accommodated in full on the Development Parcel and that the Project parking requirements are subject to Section 19.12 of the Municipal Code of the City, provided, however, that the final Project parking requirements will be established in connection with the Project review pursuant to the Design Standards and Section 19.10.110 -DTLV Downtown Overlay District - of the Municipal Code of the City.

DEVELOPER OPERATING COVENANTS

2.3 General Obligations. Upon Completion of Construction, Developer shall at all times thereafter maintain and operate the Project in conformance with the terms of this Declaration. Developer acknowledges that a material part of the consideration of CPV conveying the Site to Developer is Developer's agreement to comply with the terms and conditions of this Declaration.

2.4 Maintenance of Project. Subject to Unavoidable Delays, Developer agrees at its sole cost and expense to maintain the Project in first class condition and repair at all times.

2.5 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Developer for which Developer is in default past all notice and cure periods set forth in Section 4.3, including, without limitation, the performance of maintenance and repair that Developer is obligated to perform hereunder. CPV shall have the right upon thirty (30) days prior notice to Developer (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Developer. Developer agrees to reimburse CPV within ten (10) business days after a written demand by CPV for any reasonable costs and expenses incurred by CPV in connection with the performance by CPV of Developer's obligations under this Declaration including five percent (5%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Developer, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of 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.

4.2 Right of Access. Until Completion of Construction, CPV may from time to time, during business hours, enter upon and inspect the Development Parcel, 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 to Developer and advance, and who shall, except in an actual emergency, give at least one (1) business day prior notice of such Development Parcel visits. CPV shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. Except as otherwise provided in Section 4.4 for a Default of the Restrictions itemized in Sections 2.1(f), 2.2(a) or 2.2(b) (each, a "*Major Default*"), and except as otherwise provided in Section 5, in the event of any breach, violation or failure to perform or satisfy any of the Restrictions or of any Requirements which has not been cured within the period set forth below (each, a "*Default*"), 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; (ii) sixty (60) days thereafter in the event of a Major Default; or (iii) thirty (30) days thereafter in the case of other non-monetary defaults; provided, however, that Developer shall be granted such additional period necessary to cure such default if the cure of such default is not capable of being cured within the enumerated period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive, except as stated herein with respect to the Option to Purchase in Section 4.4.

(a) Damages. CPV may bring a suit for damages for any compensable Default of any of the Restrictions (including, without limitation, an action for damages in the event of (i) a Major Default and (ii) CPV elects not to exercise CPV's rights under Section 4.4 as a result of a Major Default), including, without limitation, any resulting reduction or damage in value of CPV's remaining land holdings in Symphony Park.

(b) Equity. It is recognized that a particular or ongoing Default 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, or declaratory relief to determine the enforceability of any of the Restrictions.

(c) Abatement. Any Default is hereby declared to be a nuisance, and CPV shall be entitled 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 the then-current owner of the Development Parcel, or applicable portion thereof. Any costs or expenses paid or incurred by CPV in 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 the personal obligation of the then-current owner of the Development Parcel, or applicable portion thereof, when such charges became due and who committed such Default.

4.4 Options to Purchase. In recognition of CPV's interest in the expeditious development of the Project, Developer hereby grants to CPV the irrevocable, exclusive rights and options to purchase the applicable portion of the Development Parcel described below (each, an "*Option Parcel*") as set forth in this Section upon the occurrence of a Major Default (each, a "*Purchase Option*"). Developer agrees that the Purchase Option is of a special and unique kind and character and that, if there is a Major Default by Developer triggering Developer's right to pursue the Purchase Option hereunder, CPV may not have any adequate remedy at law. It is expressly agreed, therefore, that in addition to all other rights and remedies available to CPV to enforce a Purchase Option, a Purchase Option may be enforced by CPV by an action for specific performance and other equitable relief; provided, however, that if CPV elects to pursue a Purchase Option, such exercise shall be in lieu of any other remedies permitted herein or at law or in equity for the occurrence of the applicable Major Default by Developer.

(a) Exercise of Purchase Option. If CPV elects a Purchase Option as its remedy, CPV must exercise the Purchase Option by giving written notice to Developer within sixty (60) days of the Major Default (each, a "*Purchase Option Notice*"). No failure of CPV to exercise the Purchase Option after the occurrence of any Major Default shall constitute a waiver of its right to exercise the Purchase Option upon the occurrence of any other Major Default. A Purchase Option shall be subject to the following:

(i) If the Major Default occurs prior to Commencement of Horizontal Construction, CPV may exercise a Purchase Option, and the Option Property shall be the Site together with one-half (1/2) of the ROW adjacent to the Site. In the event the Record of Survey has recorded, Developer agrees, no later than ninety (90) days after receipt of the Purchase Option Notice, to take all steps reasonably necessary under the Requirements, at its cost and expense, to subdivide the Development Parcel so that the Option Parcel is a separate legal parcel, permissible for conveyance to CPV under then-current applicable law (the "*Subdivision*"). In the event that Developer fails to commence and/or diligently proceed to take all steps necessary to complete the Subdivision, Developer agrees that CPV shall have the right to complete the Subdivision on behalf of Developer, and Developer hereby grants to CPV a power of attorney to complete the subdivision, including, without limitation, the authority to execute any all required applications and other documents required under the Requirements to complete the Subdivision. The Parties agree that in the event either Party determines that it is in the best interest of a respective Party to re-dedicate the ROW to the City to reestablish Bridger Avenue as a public street, the Parties each will dedicate their respective portion of the ROW to re-establish that portion of Bridger Avenue as depicted on Exhibit H and legally described on Exhibit H-1. The Parties agree that each Party's agreement to so dedicate may be enforced by an action for specific performance or other equitable relief. Developer shall incur the actual costs and expenses associated with such rededication not to exceed Twenty Thousand and

00/100 Dollars ($20,000.00), which shall be due and payable to CPV within thirty (30) days following receipt of an invoice therefor from CPV and the recording in the Recorder's Office of the dedication instrument.

(ii) If the Major Default occurs following Commencement of Horizontal Construction, CPV may exercise a Purchase Option, and the Option Parcel shall be the entire Development Parcel.

(b) Purchase Price. The purchase price for the Option Parcel shall be equal to the purchase price paid by Developer to CPV as evidenced by the final escrow closing statement for the initial purchase of the Site and the ROW by Developer pursuant to the DDA *plus* the Improvement Costs (as defined below) of the improvements made to the Option Parcel as of the date of the Purchase Option Notice (collectively, the "*Improvements*"). Absent manifest error, Developer's books and records provided in accordance with Section 4.4(c)(i) shall be deemed conclusive in determining such Improvement Costs. The Improvements shall be conveyed to CPV by bill of sale in consideration of payment of the Improvement Costs as part of the purchase price for the Option Parcel.

(c) Title Condition. Upon consummation of the transaction contemplated by the Purchase Option Notice, the Option Parcel shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist 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 and other matters used in connection with the Improvements constructed on the Development Parcel.

(d) Improvement Costs.

(i) Within thirty (30) days after CPV's exercise of the Purchase Option, Developer shall submit to CPV (A) a list of Improvements constructed on the Option Parcel; and (B) a breakdown of the actual hard and soft costs to Developer to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). CPV and Developer shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs, with the goal to agree on the Improvement Costs within thirty (30) days after CPV's notice of the exercise of the Purchase Option. Upon the closing of the Purchase Option, Developer shall (I) provide CPV with copies of all documents relating to the Project prepared by or at the direction of Developer, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Development Parcel or Specific Facilities to be constructed upon the Development Parcel (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Developer has to the Project Documents.

(ii) Prior to the closing of the Purchase Option, Developer at its sole cost and expense shall remove all Non-Complying Structures. Alternately, at CPV's option, CPV may determine the cost to remove the Non-Complying Structures and deduct the amount from the Purchase Price.

(e) Purchase Escrow Terms. Within five (5) days after CPV's exercise of a Purchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by CPV and reasonably acceptable to Developer to consummate the Purchase Option, which escrow shall provide for a closing on the later of (i) the date the Option Parcel is created by Developer as required pursuant to Section 4.4(a), or (ii) ninety (90) days after the opening of the escrow. Said escrow shall be subject only to approval by CPV of a then current preliminary title report. Any exceptions other than those set forth in Section 4.4(b) above shall be removed or reasonably insured over by Developer at its sole expense at or prior to closing of escrow or discharged by payment of the proceeds of the Purchase Price at the closing of the Purchase Option. Developer agrees that any monetary or mechanics liens on the Option Parcel shall be paid by Developer at the close of escrow, regardless if the proceeds of the purchase price are sufficient to discharge the monetary or mechanics liens on the Option Parcel. 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 the Option Parcel vested in CPV or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration or Section 4.4(b) above; CPV shall pay for any requested endorsements, other than as provided in this Section. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(f) 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.

(g) Lender Protections. If CPV is entitled to exercise a Purchase Option as provided for herein, CPV agrees to provide written notice to each Lender (the "*Lender Notice*"). Upon receipt of such Lender Notice, Lender shall have the right, but not the obligation to notify CPV in writing within ninety (90) days of receipt of the Lender Notice (each, an "*Election to Cure Notice*") of Lender's desire to cure Developer's violations of the Major Default(s). In the event Lender declines to cure or is deemed to have declined to cure such violations by failing to send the Election to Cure Notice or notifies CPV of its intent not to cure Developer's violations, CPV shall have sixty (60) days following the earlier of (i) the expiration of the ninety (90) day response period above, or (ii) receipt of Lender's notice not to cure the default, to notify Lender of its intent to exercise the Purchase Option (the "*Exercise Notice*"). In the event the Exercise Notice has not been sent within such sixty (60) day period, the Purchase Option shall automatically terminate and be of no further force and effect as to the violation giving rise to the Lender Notice. In the event the Exercise Notice has been sent within such sixty (60) day period, CPV shall have ninety (90) days to exercise the Purchase Option or the Purchase Option shall automatically terminate and be of no further force and effect as to the violation giving rise to the Lender Notice. In the event Lender elects to cure the violations pursuant to an Election to Cure Notice, (1) such notice shall state the time frame required for Lender to cure such default, provided that such time frame shall be reasonable in all respects, (2) CPV shall accept the proposed reasonable time frame by Lender, and (3) applicable dates in the Schedule of Performance shall be extended as reasonably necessary for Lender to effectuate such cure. Upon receipt of the Election to Cure Notice whereby Lender elects to cure such default, the Purchase Option shall be stayed unless and until the occurrence of (y) another Major Default, or (z) the failure of the violations to be cured within the timeframe set forth in the Election to Cure Notice. CPV hereby

acknowledges and agrees that Lender shall not have (A) an obligation to complete a cure of any violation of this Declaration, regardless of whether an Election to Cure Notice has been sent, and (B) liability of any kind for any action or inaction relating to a violation of this Declaration or any cure thereof. The foregoing notice and cure process shall be completed each time CPV is entitled to and elects to exercise the Purchase Option. CPV hereby agrees that in the event Lender and/or its Affiliate elects to cure the violations of this Declaration under this Section, a cure by Lender and/or its Affiliate is approved by CPV and no other consent shall be required hereby. Notwithstanding anything herein to the contrary, no failure of CPV to exercise the Purchase Option after the occurrence of a Major Default shall constitute a waiver of its right to exercise the Purchase Option upon the occurrence of any other event permitting such exercise. In the event CPV exercises the Purchase Option subject to the terms and conditions set forth in this Declaration, any existing Mortgage shall be undisturbed by such repurchase and continue to encumber the Development Parcel until all obligations secured by such Mortgage(s) have been paid and performed in full.

(h) Termination. Following Completion of Construction, (1) the Purchase Options shall automatically terminate and be of no further force and effect, and (2) at the written request of Developer, CPV shall execute an acknowledgement of the termination of the Purchase Option which Developer may record with the Recorder's Office, at Developer's sole cost and expense.

5. LENDER PROTECTIONS; ESTOPPEL CERTIFICATE

5.1 Lender Protections.

(a) This Declaration shall be and remain senior in priority to any Mortgage hereafter executed or created with respect to the Development Parcel, or any portion thereof; provided, however, that no breach of this Declaration shall affect, impair, defeat or render invalid the lien, charge or priority of any such Mortgage encumbering the Development Parcel. Any Lender or other owner whose title to the Development Parcel is derived through foreclosure, trustee's sale or deed in lieu of foreclosure with respect to such Mortgage (each a "*Mortgagee*") shall take title to the Development Parcel subject to, and shall be bound by, all of the terms, covenants and provisions set forth in this Declaration. Notwithstanding the foregoing, (i) any Mortgagee shall be permitted to assign, sell or transfer (each, a "*Mortgagee Assignment*") its interest, either in full or in part, in a Mortgage without obtaining prior written approval from CPV of such Mortgagee Assignment provided that at least ten (10) days prior to the effective date of such Mortgagee Assignment, the then current Mortgagee provides written notice to CPV of the anticipated Mortgagee Assignment, and shall provide to CPV a fully executed Disclosure of Ownership/Principals form in form and substance attached hereto as Exhibit "G" (the "*Disclosure Form*"); and (ii) any Mortgagee shall be permitted to transfer or cause the transfer of the Development Parcel following or in connection with any foreclosure or deed-in-lieu of foreclosure (each, a "*Mortgagee Transfer*") without obtaining prior written approval from CPV of such Mortgagee Transfer, provided that (v) such Mortgagee Transfer is conducted in connection with the exercise of Mortgagee's remedies under a Mortgage due to an uncured event of default thereunder following all applicable notice and cure periods, (w) the party acquiring the Development Parcel through a Mortgagee Transfer accepts title to the Development Parcel subject to the Declaration, (x) the party acquiring the Development Parcel through a Mortgagee Transfer will use commercially reasonable efforts to Commence Construction or continue construction of the Project, (y) Mortgagee provides, to the extent possible and permissible under law, written notice of such Mortgagee Transfer to CPV ten (10) days prior to the effective date of such Mortgagee Transfer, but in any event, within five (5) business days of the date the deed is recorded in with the Recorder's Office, and (z) within fifteen (15) days after the completion of the Mortgagee Transfer, the new Mortgagee shall provide

to CPV a fully executed Disclosure Form. Mortgagee or other owner acknowledges that such subsequent owner who takes title to the Development Parcel prior to Completion of Construction, except as provided for in this Section or in Section 4.4 above, shall require, prior to such transfer of title to the Development Parcel, written consent of CPV as provided for in Section 2.1(f) above. Following Completion of Construction, no such consent to take title to the Development Parcel or encumber the Development Parcel with a Mortgage shall be required hereunder. In the event of a Mortgagee Transfer, the applicable dates in the Schedule of Performance shall be extended as reasonably necessary to account for the Mortgagee Transfer.

(b) Each Mortgagee, upon filing a written request for such notification with CPV, shall be entitled to written notification from CPV of any default by Developer in the performance of Developer's obligations under this Declaration, such notice to be given concurrently with such default notice being given to Developer. Any request for notice delivered shall remain effective without any further action by Mortgagee for so long as the requesting Mortgagee continues to be a Mortgagee. A Mortgagee shall have the absolute right, but no duty or obligation, to cure or correct a breach of this Declaration by Developer within any applicable cure period provided for the cure of such breach hereunder plus ninety (90) days and Developer hereby irrevocably grants to such Mortgagee a right of access to the Development Parcel or portion thereof, as applicable, to the extent such Mortgagee may deem necessary to permit such Mortgagee to effect such cure.

(c) In no event shall any Mortgagee be obliged to perform or observe any of the covenants, terms or conditions of this Declaration on the part of Developer to be performed or observed, or be in any way obligated to complete the improvements to be constructed in accordance with this Declaration, nor shall it guarantee the completion of improvements as hereinbefore required of Developer, whether as a result of (a) its having become a Mortgagee, (b) the exercise of any of its rights under the instrument or instruments whereby it became a Mortgagee (including without limitation, foreclosure or the exercise of any rights in lieu of foreclosure), (c) the cure or performance of any of the covenants, terms or conditions on the part of Developer to be performed or observed under this Declaration, or (d) otherwise; provided, however, any party acquiring the Development Parcel through a Mortgagee Transfer will be deemed to have assumed all of the obligations of Developer hereunder subject to the terms and limitations provided in this Section 5.1.

5.2 Estoppel Certificates. CPV agrees that it shall, at any time and from time to time, but no more than once per calendar quarter, upon not less than thirty (30) days prior notice from Developer or a Mortgagee, execute, acknowledge and deliver to the requesting party a statement in writing certifying (a) that this Declaration is unmodified and in full force and effect (or if there have been any modifications, that this Declaration is in full force and effect as modified and stating the modifications), (b) whether to CPV's actual knowledge, it or Developer is in default in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Declaration and, if in default, specifying each default, and (c) any other matters reasonably requested by the requesting party, it being intended that any such statement delivered pursuant to this Section may be relied upon by the requesting party and any assignee thereof.

6. MISCELLANEOUS PROVISIONS

6.1 Assignment by CPV. Any and/or all of the rights, powers, duties and reservations of CPV herein contained may not be assigned without the written consent of Developer. Notwithstanding the foregoing, CPV shall have the right to assign the rights, powers, duties and reservations of CPV herein

contained to City or to the Las Vegas Redevelopment Agency without the prior approval of Developer. CPV agrees to provide Developer with prior notice of any such assignment.

6.2 Assignment by Developer. CPV consents to Developer's right to encumber, pledge, grant or convey its rights, title, and interest in and to the Development Parcel, or any portion thereof, by way of a Mortgage to secure the payment of any loans obtained by Developer to finance or refinance any portion of the Project. The beneficiary under any Mortgage and its successors or assigns shall be referred to herein as a "*Lender.*"

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 prior to the recording of this Declaration affecting all or any portion of the Site.

6.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

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

6.6 Successors and Assigns. Except as otherwise stated herein, 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.

6.7 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 personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; upon receipt or refusal if sent by personal delivery; or upon confirmation of receipt if sent by or facsimile transmission or e-mail electronic submission, in each case to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And:
City Attorney Office
Attn: John Ridilla
495 S. Main Street, 6th Floor Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov

If to Developer: c/o Southern Land Company
Attn: Legal Department
3990 Hillsboro Pike, Ste. 400
Nashville, TN 37215
(615) 778-3150
Email: legal.notices@southernland.com

6.8 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the President of CPV or such other person that CPV designates in writing to Developer. If there is no time specified herein for CPV's approval, Developer may submit a letter requiring CPV's approval within thirty (30) days after submission to CPV or such approvals shall be deemed granted. Notwithstanding the foregoing, Developer acknowledges (i) that a request for a modification to this Declaration or a request to extend deadlines specified hereunder may either (x) require review and approval of the City Council, or (y) the President of CPV may determine that it is in the best interest of CPV to submit such request for review and approval by City Council, and (ii) such review and approval may take more than thirty (30) days in or order to comply with the required and customary procedures for obtaining approval of City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council. The President of CPV shall have the authority to grant time extensions under this Declaration, provided, however, that it shall be at the President's sole and absolute discretion as to whether to grant any time extension or to submit any requests for time extensions to City Council for approval.

6.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute 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. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control. This Declaration includes Exhibit "A" through Exhibit "H-1", inclusively, attached hereto and incorporated herein by reference. 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. All amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer.

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

6.11 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.

6.12 Governing Law; Jurisdiction; Waiver of Jury Trial. Any controversy, claim, or dispute arising out of or related to this Declaration or the interpretation, performance, or breach hereof (a "*Dispute*"), shall be resolved in accordance with this Section 6.12.

(a) Governing Law. This Declaration and all Disputes between the Parties under or related to this Declaration or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

(b) Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court, or federal court of the United States of America, sitting in Clark County, Nevada, and any appellate court from any thereof, for resolution of any Dispute and for recognition or enforcement of any judgment relating to such Dispute, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts; (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Nevada state court or, to the extent permitted by applicable law, in such federal court; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Nevada state or federal court; and (d) waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each Party irrevocably consents to service of process in the manner provided for notices in Section. Nothing in this Declaration will affect the right of any Party to serve process in any other manner permitted by law.

(c) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS DECLARATION IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DECLARATION OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (c) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS DECLARATION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.13 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.

6.14 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. Delivery of this Declaration

may be accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

6.15 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. Nothing herein is intended to create any rights vested in the general public or to otherwise benefit the general public.

6.16 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified. The term "*business days*" refers means a day when the City is normally open for public access, occurring on Mondays through Thursdays, unless the City is not open for the celebration or observance of holidays or is otherwise declared not open to the public by the City Manager of the City. If a time for performance hereunder falls on a day other than a business day, the time for performance shall be extended to the following business day.

6.17 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.

6.18 Further Assurances. Each Party will, whenever as reasonably requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Declaration.

[*Signatures appear on the following pages*]

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CPV	DEVELOPER
CITY PARKWAY V, INC., a Nevada non-profit corporation	_____, a _____
By: _____	By: _____
Name: _____	
Title: _____	Execution Date: _____

APPROVED AS TO FORM:

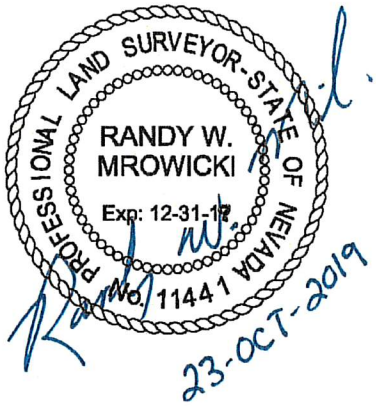
_____
Date

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "B"	DEPICTION OF SYMPHONY PARK
EXHIBIT "C"	DEVELOPMENT PARCEL
EXHIBIT "D"	PARCEL C DESCRIPTION
EXHIBIT "E"	PROJECT SCOPE
EXHIBIT "F"	SCHEDULE OF PERFORMANCE
EXHIBIT "G"	DISCLOSURE OF PRINCIPALS FORM
EXHIBIT "H"	ROW DEPICTION
Exhibit "H-1"	ROW DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE



OCTOBER 22, 2019
BY: RWM
P.R. BY: JVT
PAGE 1 OF 2

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE.

EXHIBIT "A-1" - LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL D

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE SOUTH 41°22'16" EAST, ALONG THE CENTERLINE OF BRIDGER AVENUE, 80.00 FEET; THENCE NORTH 48°37'44" EAST, DEPARTING THE CENTERLINE OF BRIDGER AVENUE, 17.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874, BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE (34.00 FEET WIDE) OF SAID BRIDGER AVENUE, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00 TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, THENCE NORTH 48°37'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, 39.67 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED AUGUST 29, 2007 IN DOCUMENT NUMBER 20070829, AS INSTRUMENT NUMBER 02294, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH

A CENTRAL ANGLE OF 18°11'40" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'36" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'40"; THENCE NORTH 48°37'44" EAST, 150.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'48" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE (34.00 FEET WIDE); THENCE SOUTH 41°22'28" EAST, 188.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, 37.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°43'21" TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE (29.00 FEET WIDE), BEING A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 44°39'07" WEST; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 261.87 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°30'48" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 49°09'54" EAST; THENCE SOUTHWESTERLY, 42.67 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°47'38" TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE (34.00 FEET WIDE); THENCE NORTH 41°22'16" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE, 223.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1.84 ACRES (80,019 SQ. FT.), MORE OR LESS.

SAID PARCEL IS ALSO IDENTIFIED AS APN 139-34-110-008 AS SHOWN IN FILE 184 OF SURVEYS, AT PAGE 79, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

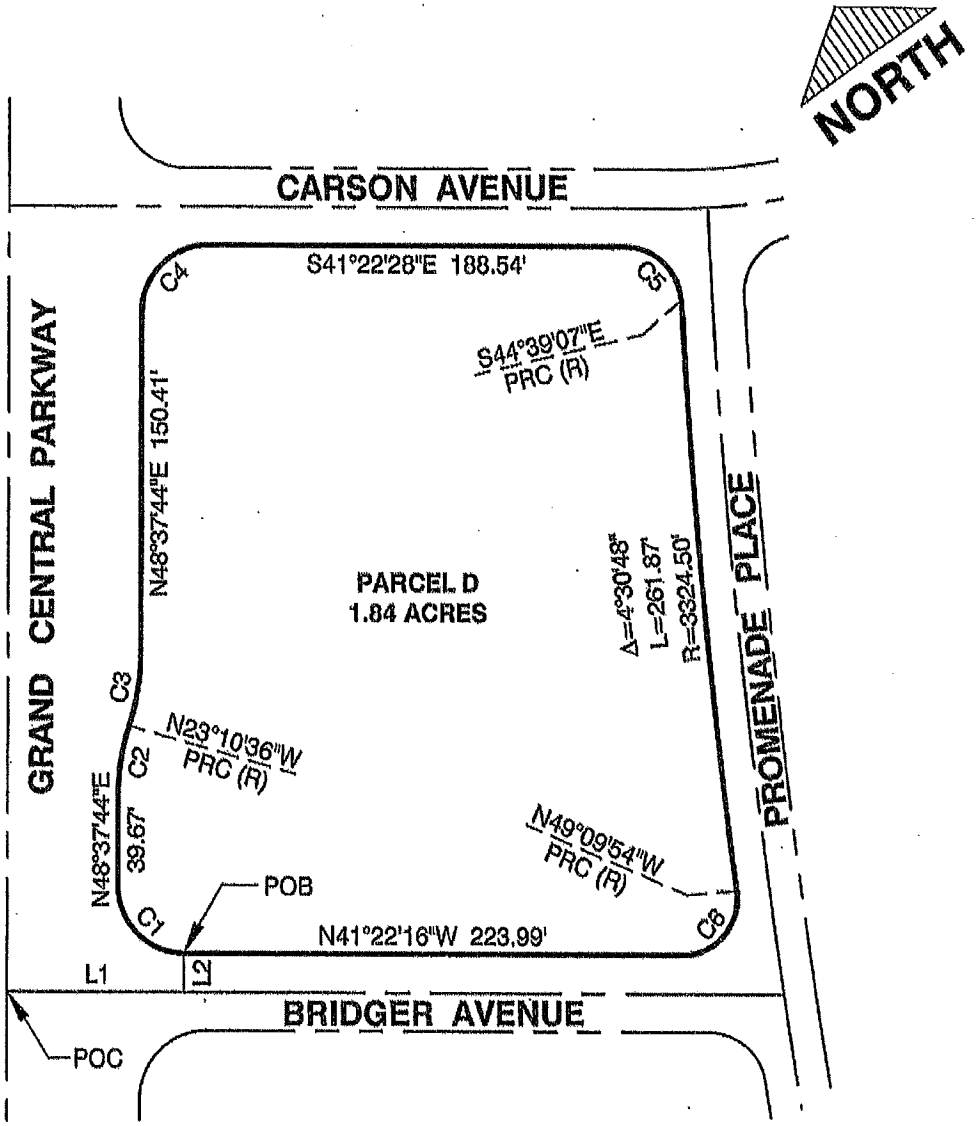
BASIS OF BEARINGS:
NORTH 48°37'44" EAST, BEING THE CENTERLINE OF GRAND CENTRAL PARKWAY SOUTH OF THE INTERSECTION WITH BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 184 OF SURVEYS, AT PAGE 79, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL D.DOC

EXHIBIT "A"



POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

SEE EXHIBIT PAGE 2 OF 2 FOR CURVE AND COURSE TABLES

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 1 OF 2	LEGAL DESCRIPTION EXHIBIT PARCEL D
0768-45 RWM	
OCTOBER 21, 2019	

EXHIBIT "A"

COURSE TABLE		
NO.	BEARING	LENGTH
L1	S41°22'16"E	80.00'
L2	N48°37'44"E	17.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	30.00'
C2	98.00'	18°11'40"	31.12'	15.69'
C3	102.00'	18°11'40"	32.39'	16.33'
C4	30.00'	89°59'48"	47.12'	30.00'
C5	25.00'	86°43'21"	37.84'	23.61'
C6	25.00'	97°47'38"	42.67'	28.65'

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 2 OF 2
0768-45 RWM
OCTOBER 21, 2019

SYMPHONY PARK

LEGAL DESCRIPTION EXHIBIT
PARCEL D

EXHIBIT B
Symphony Park

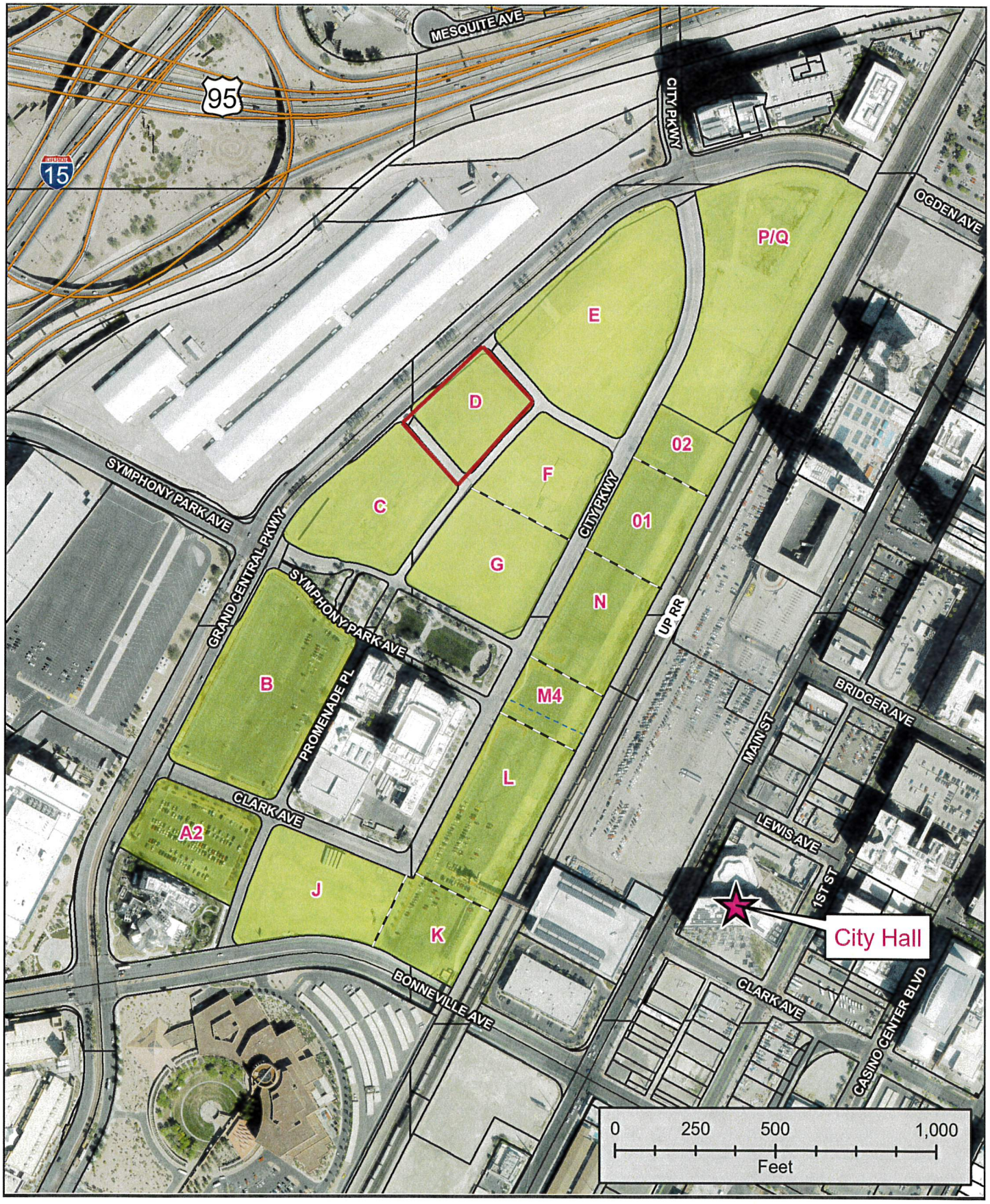
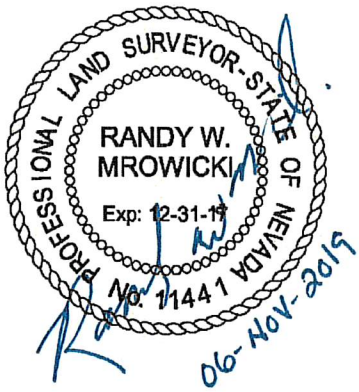


EXHIBIT C

DEVELOPMENT PARCEL



NOVEMBER 06, 2019
BY: RWM
P.R. BY: JVT

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND BOUNDED BY GRAND CENTRAL PARKWAY ON THE WEST, CARSON AVENUE ON THE NORTH, PROMENADE PLACE ON THE EAST AND SYMPHONY PARK AVENUE ON THE SOUTH WITH A PRE-REQUISITE OF THE VACATION OF BRIDGER AVENUE RIGHT-OF-WAY.

EXHIBIT " 1" - LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL C-D

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE SOUTH 41°22'16" EAST, ALONG THE CENTERLINE OF BRIDGER AVENUE, 85.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 30°11'29" EAST, DEPARTING THE CENTERLINE OF BRIDGER AVENUE, 15.81 FEET; THENCE NORTH 48°37'44" EAST, ALONG A RADIAL LINE, 2.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE (34.00 FEET WIDE) OF SAID BRIDGER AVENUE, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00 TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, THENCE NORTH 48°37'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, 39.67 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED AUGUST 29, 2007 IN DOCUMENT NUMBER 20070829, AS INSTRUMENT NUMBER 02294, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'40" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'36" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'40"; THENCE NORTH 48°37'44" EAST, 150.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'48" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE (34.00 FEET WIDE) AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874; THENCE SOUTH 41°22'28" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CARSON AVENUE, 188.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, 37.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°43'21" TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE (29.00 FEET WIDE), BEING A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 44°39'07" WEST; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 653.07 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°15'19" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 55°54'25" EAST; THENCE SOUTHWESTERLY, 36.30 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°11'43" TO THE NORTHERLY RIGHT-OF-WAY LINE (VARIED WIDTH) OF SYMPHONY PARK AVENUE, BEING A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 373.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 27°17'17" EAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE, 137.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°06'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 06°10'35" WEST; THENCE NORTHWESTERLY, 20.09 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'21" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 29°11'55" EAST; THENCE NORTHWESTERLY, 23.03 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'46" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 240.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 02°48'10" WEST; THENCE NORTHWESTERLY, 105.22 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°07'06"; THENCE NORTH 62°04'44" WEST, 39.62 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY, 48.20 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF

92°03'41" TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY, AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, BEING A POINT OF COMPOUND CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 60°01'03" WEST; THENCE NORTHEASTERLY, 146.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°38'47"; THENCE NORTH 48°37'44" EAST, 113.10 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'34" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42"; THENCE NORTH 48°37'44" EAST, 148.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'13" TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE; THENCE NORTH 48°37'44" EAST, ALONG A RADIAL LINE, 2.00 FEET; THENCE NORTH 30°11'29" EAST, 15.81 FEET TO THE **POINT OF BEGINNING.**

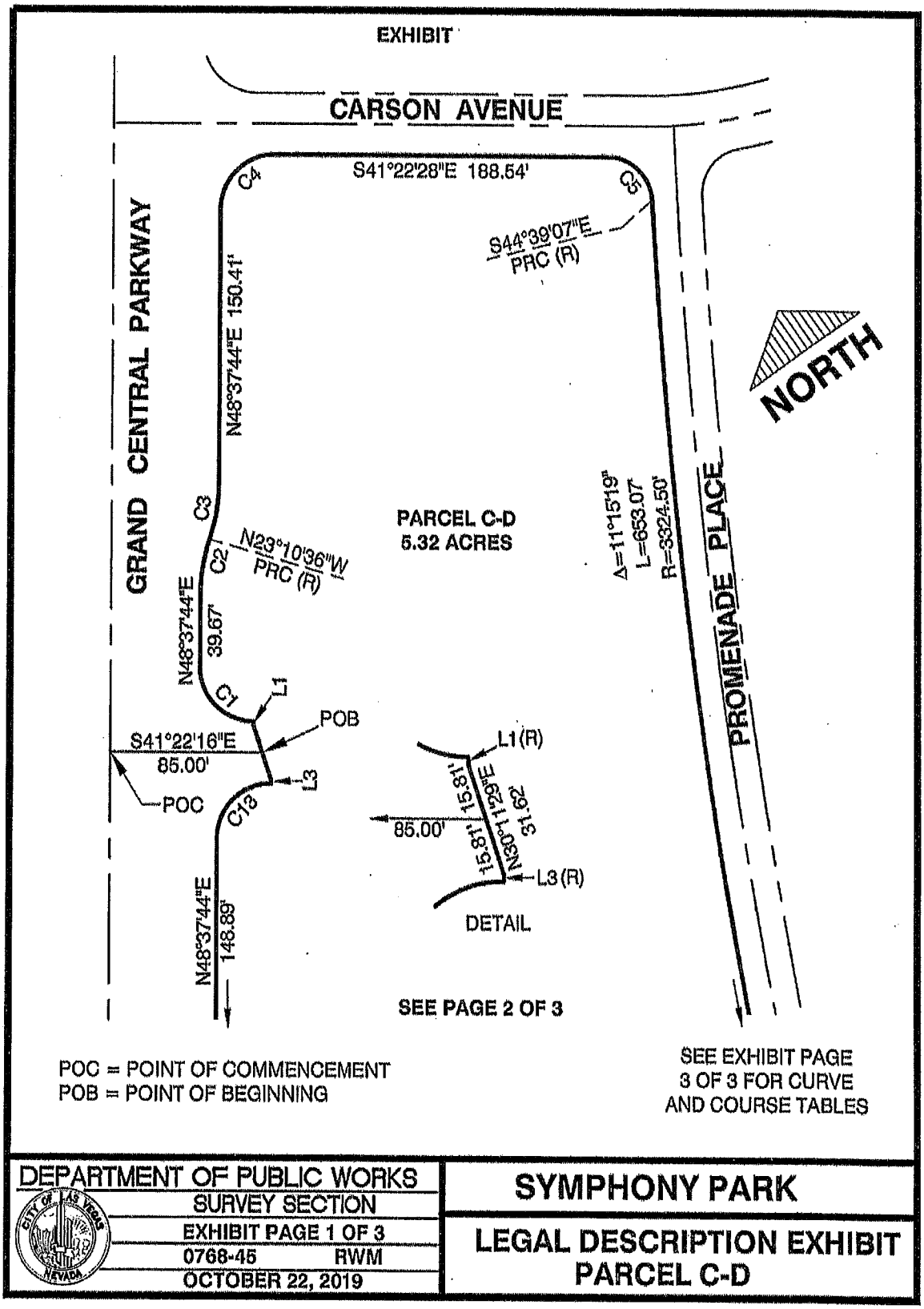
CONTAINING 5.32 ACRES (231,546 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS:
NORTH 48°37'44" EAST, BEING THE CENTERLINE OF GRAND CENTRAL PARKWAY SOUTH OF THE INTERSECTION WITH BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 184 OF SURVEYS, AT PAGE 79, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

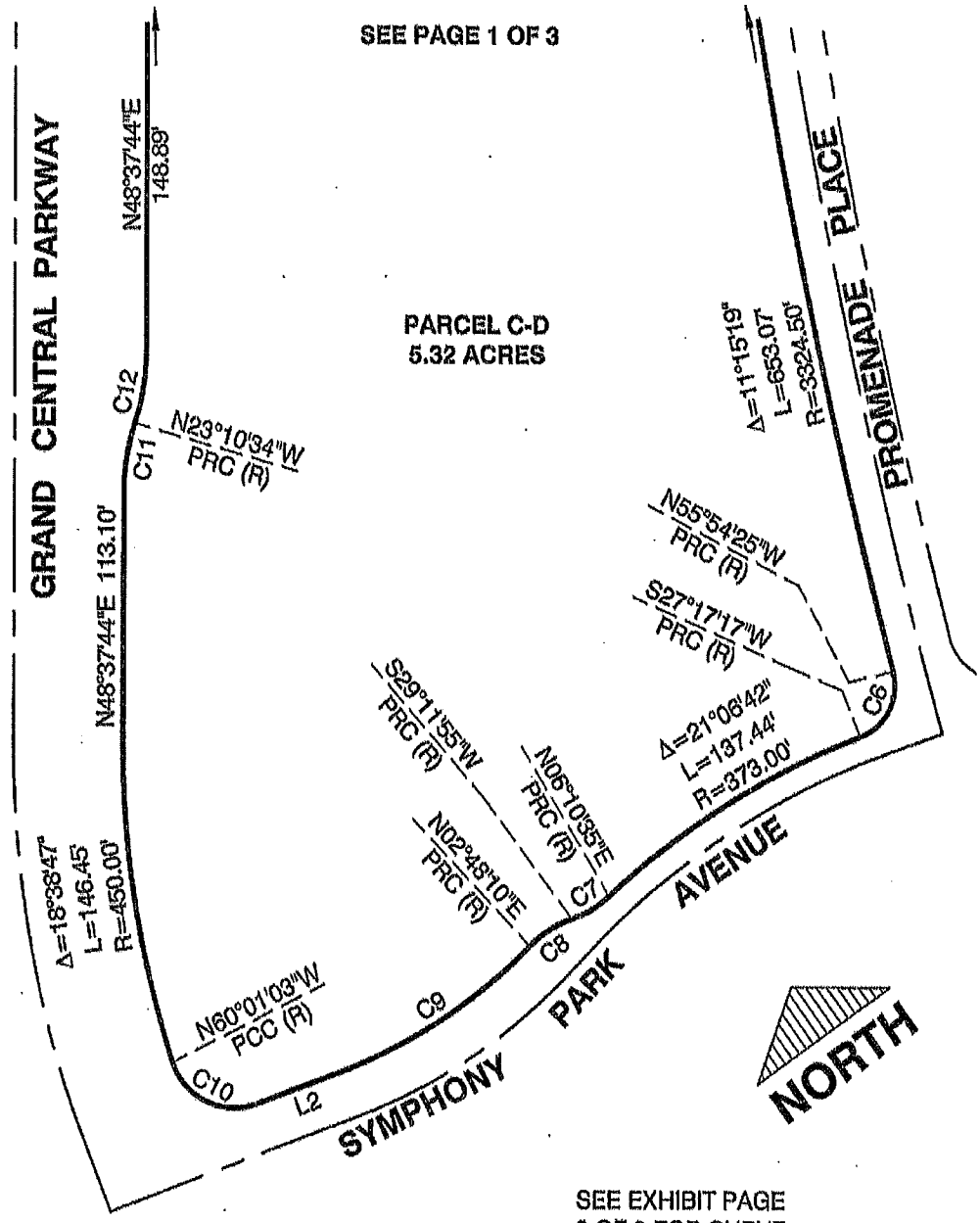
W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL C-D.DOC



DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 1 OF 3	LEGAL DESCRIPTION EXHIBIT
0768-45 RWM	PARCEL C-D
OCTOBER 22, 2019	

EXHIBIT

SEE PAGE 1 OF 3



SEE EXHIBIT PAGE
3 OF 3 FOR CURVE
AND COURSE TABLES

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 2 OF 3	LEGAL DESCRIPTION EXHIBIT
0768-45 RWM	PARCEL C-D
OCTOBER 22, 2019	

EXHIBIT

COURSE TABLE		
NO.	BEARING	LENGTH
L1	N48°37'44"E	2.00'
L2	N62°04'44"W	39.62'
L3	N48°37'44"E	2.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	30.00'
C2	98.00'	18°11'40"	31.12'	15.69'
C3	102.00'	18°11'40"	32.39'	16.33'
C4	30.00'	89°59'48"	47.12'	30.00'
C5	25.00'	86°43'21"	37.84'	23.61'
C6	25.00'	83°11'43"	36.30'	22.19'
C7	50.00'	23°01'21"	20.09'	10.18'
C8	50.00'	26°23'46"	23.03'	11.73'
C9	240.00'	25°07'06"	105.22'	53.47'
C10	30.00'	92°03'41"	48.20'	31.10'
C11	98.00'	18°11'42"	31.12'	15.69'
C12	102.00'	18°11'42"	32.39'	16.33'
C13	30.00'	90°00'13"	47.13'	30.00'

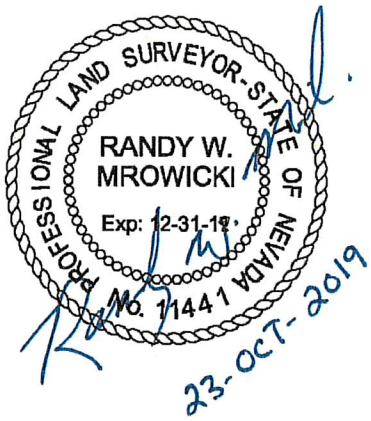
DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 3 OF 3
0768-45 RWM
OCTOBER 22, 2019

SYMPHONY PARK

LEGAL DESCRIPTION EXHIBIT
PARCEL C-D

EXHIBIT D

PARCEL C DESCRIPTION



OCTOBER 21, 2019
BY: RWM
P.R. BY: JVT

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE.

EXHIBIT "L 1" - LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL C

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE SOUTH 41°22'16" EAST, ALONG THE CENTERLINE OF BRIDGER AVENUE, 90.00 FEET; THENCE SOUTH 48°37'44" WEST, DEPARTING THE CENTERLINE OF BRIDGER AVENUE, 17.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874, BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 41°22'16" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE (34.00 FEET WIDE) OF SAID BRIDGER AVENUE, 226.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, 35.24 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°45'11" TO THE WESTERLY RIGHT-OF-WAY LINE (29.00 FEET WIDE) OF PROMENADE PLACE, BEING A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 50°37'05" WEST; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 306.89 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°17'21" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 55°54'25" EAST; THENCE SOUTHWESTERLY, 36.30 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°11'43" TO THE NORTHERLY RIGHT-OF-WAY LINE

(VARIED WIDTH) OF SYMPHONY PARK AVENUE, BEING A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 373.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 27°17'17" EAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE, 137.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°06'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 06°10'35" WEST; THENCE NORTHWESTERLY, 20.09 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'21" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 29°11'55" EAST; THENCE NORTHWESTERLY, 23.03 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'46" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 240.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 02°48'10" WEST; THENCE NORTHWESTERLY, 105.22 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°07'06"; THENCE NORTH 62°04'44" WEST, 39.62 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY, 48.20 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°03'41" TO THE EASTERLY RIGHT-OF-WAY LINE (100.00 FEET WIDE) OF GRAND CENTRAL PARKWAY, AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, BEING A POINT OF COMPOUND CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 60°01'03" WEST; THENCE NORTHEASTERLY, 146.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°38'47"; THENCE NORTH 48°37'44" EAST, 113.10 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 23°10'34" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42"; THENCE NORTH 48°37'44" EAST, 148.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE, ALSO BEING THE **POINT OF BEGINNING.**

CONTAINING 3.28 ACRES (142,741 SQ. FT.), MORE OR LESS.

SAID PARCEL IS ALSO IDENTIFIED AS APN 139-33-511-008 AS SHOWN IN FILE 184 OF SURVEYS, AT PAGE 79, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 LEGAL-PARCEL C.DOC

EXHIBIT " " PARCEL C
LEGAL DESCRIPTION CONTINUED
PAGE 3 OF 3

BASIS OF BEARINGS:
NORTH 48°37'44" EAST, BEING THE CENTERLINE OF GRAND CENTRAL PARKWAY SOUTH OF THE INTERSECTION WITH BRIDGER AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 184 OF SURVEYS, AT PAGE 79, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

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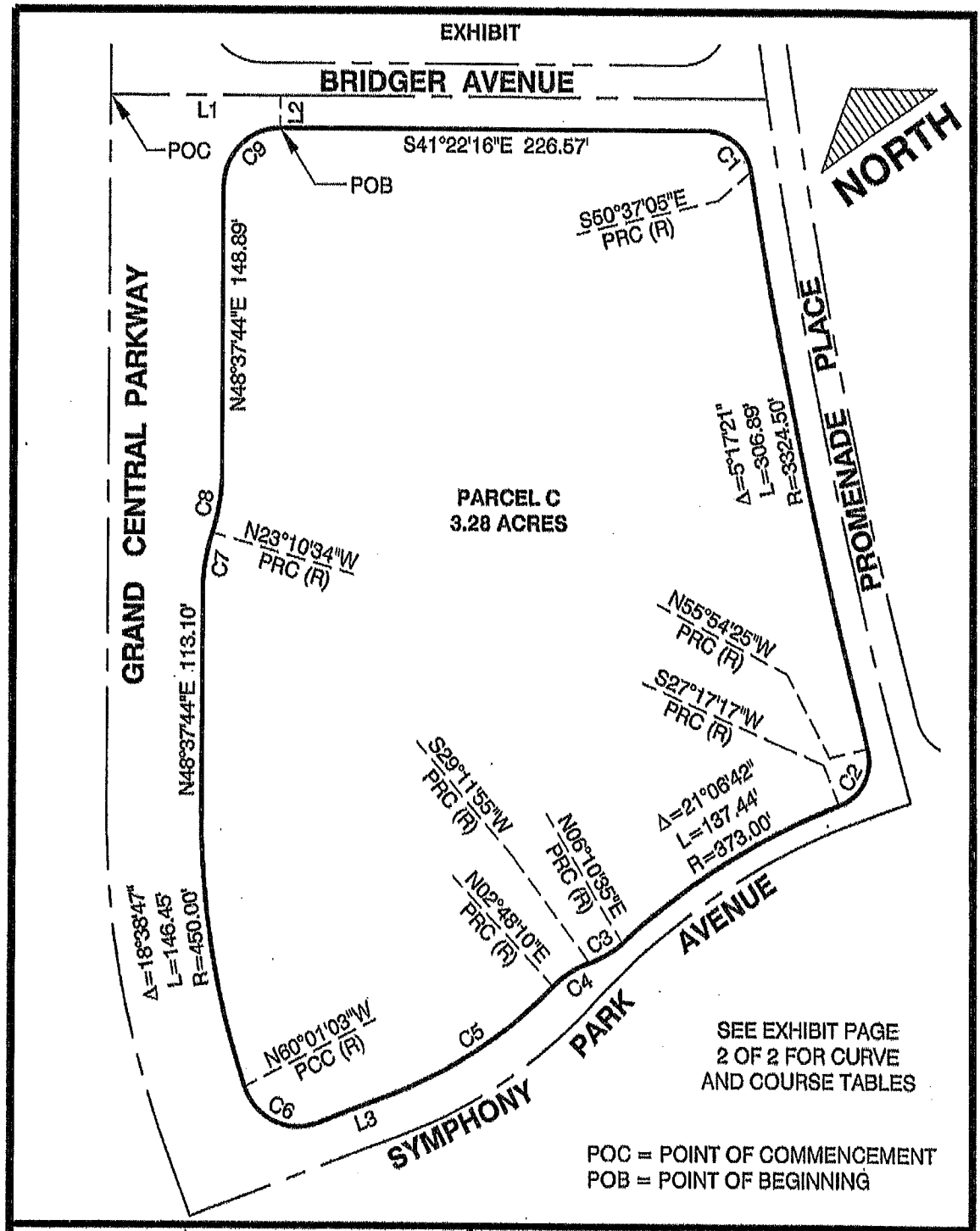


DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK
SURVEY SECTION	
EXHIBIT PAGE 1 OF 2	LEGAL DESCRIPTION EXHIBIT
0768-45 RWM	PARCEL C
OCTOBER 21, 2019	

EXHIBIT

COURSE TABLE		
NO.	BEARING	LENGTH
L1	S41°22'16"E	90.00'
L2	S48°37'44"W	17.00'
L3	N62°04'44"W	39.62'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	25.00'	80°45'11"	35.24'	21.26'
C2	25.00'	83°11'43"	36.30'	22.19'
C3	50.00'	23°01'21"	20.09'	10.18'
C4	50.00'	26°23'46"	23.03'	11.73'
C5	240.00'	25°07'06"	105.22'	53.47'
C6	30.00'	92°03'41"	48.20'	31.10'
C7	98.00'	18°11'42"	31.12'	15.69'
C8	102.00'	18°11'42"	32.39'	16.33'
C9	30.00'	90°00'00"	47.12'	30.00'

DEPARTMENT OF PUBLIC WORKS SURVEY SECTION EXHIBIT PAGE 2 OF 2 0768-45 RWM OCTOBER 21, 2019	**SYMPHONY PARK** **LEGAL DESCRIPTION EXHIBIT** **PARCEL C**

EXHIBIT E

PROJECT SCOPE

SLC Development Inc., a Tennessee Limited Liability company ("Developer") intends to acquire approximately 1.84 acres more or less plus the vacated Bridger Street located within the real estate development owned by City Parkway V, Inc., a Nevada not-for-profit company ("Owner") and commonly referred to as parcel number 139-34-110-008 parcel D of Symphony Park and Bridger Avenue adjacent to parcel D in Symphony Park.

The Developer intends to develop the parcel, the vacated street and parcel C, referred to as parcel number 139-33-511-008 of Symphony Park, as one development. The project will consist of of at least 2 buildings, connected via a skybridge and a parking structure. Building one shall consist of a minimum 15-story structure and contain (i) no less than 200 multifamily residential units, and (ii) a minimum of 12,500 gross square feet of commercial space, which may include restaurant, retail and flexible office space. Building two will consist of a minimum of a 4-story structure and contain not less than 200 multifamily residential units. The Project shall contain (a) a collective total of 10,000 square feet of total Project amenity space between buildings one and two, and (ii) one (1) parking structure. Project parking requirements are subject to Section 19.12 of the Municipal Code of the City, provided, however, that the final Project parking requirements will be established in connection with the Project review pursuant to the Design Standards and Section 19.10.110 -DTLV Downtown Overlay District - of the Municipal Code of the City.

The development design of the project must be mutually agreed upon, including upgraded façade, amenities, finishes and landscaping/streetscape; all design will also be in compliance with the Symphony Park Design Standards.

Construction will begin October 2021 and will take approximately 36 months.

EXHIBIT F

SCHEDULE OF PERFORMANCE

The Developer and CPV agree the Project shall be developed as follows:

Action	Timing	Due Date
Effective Date of DDA	January 15, 2020	January 15, 2020
Due date for Earnest Money Deposit	3 business days from the DDA Effective Date	January 22, 2020
Open Escrow	Within 3 business days of the DDA Effective Date	January 22, 2020
Feasibility Period [+ 30-day extension with $50,000 non-refundable deposit]	90 days from DDA Effective Date	January 16 – April 14, 2020
SPDRC Introductory Meeting: Developer and the City will conduct an introductory meeting with the Symphony Park Design Review Committee (SPDRC) to discuss preliminary designs and Site Plan Development Review Checklist prior to completing documents for Entitlements and SPDRC Review	Within 45 days of the DDA Effective Date	March 2, 2020
Submit Site Plan Development Review (SDR) documents to the City of Las Vegas Planning Department for Site Development Plan Pre-Application Meeting	Within 75 days of DDA Effective Date	March 30, 2020
Pre-application meeting	Within 14 days of SDR submission	April 13, 2020
Submit Site Plan Development Review (SDR) documents to the City of Las Vegas Planning Department for Site Development Plan Review and Symphony Park Block Plan Review	Within 14 days of Pre-App meeting	April 27, 2020
Symphony Park Design Review Committee (SPDRC) Block Plan Comments	Within 14 days of SDR/SPDRC submission	May 11, 2020
Entitlement hearing	First Planning Commission meeting following pre-application meeting	June 9, 2020
Post-Entitlement Meeting scheduled	Within 14 days of entitlement hearing	June 23, 2020
Submit 70% Plans for RDA review	Within 260 days of the DDA Effective Date	October 1, 2020
Submit for permits. Developer will submit 100% complete construction documents to the City of Las Vegas Development Services to secure permits and to SPDRC for review of Wood Frame, Parking Garage and Concrete High Rise	60 days following submission of the 70% Plans	November 30, 2020
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – First Round from City of Las Vegas Development Services and SPDRC	Within 4 weeks of Building Permit submission	December 28, 2021

EXHIBIT F

SCHEDULE OF PERFORMANCE

Action	Timing	Due Date
Submit response to first round of plans review comments Building Permit Resubmittal First Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services and SPDRC	Within four weeks of receipt of comments	January 25, 2021
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – Second Round from City of Las Vegas Development Services and SPDRC	Within four weeks of Building Permit 2nd submission	February 22, 2021
Submit response to second round of plans review comments Building Permit Resubmittal Second Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services and SPDRC	Within three weeks of receipt of comments	March 15, 2021
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – Third Round from City of Las Vegas Development Services and SPDRC	Within four weeks of Building Permit 3rd submission	April 12, 2021
Submit response to third round of plans review comments Building Permit Resubmittal Third Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services and SPDRC	Within two weeks of receipt of comments	April 26, 2021
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – Fourth Round from City of Las Vegas Development Services and SPDRC	Within four weeks of Building Permit 4th submission	May 24, 2021
Submit response to Fourth round of plans review comments Building Permit Resubmittal Fourth Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services	Within two weeks of receipt of comments	June 7, 2021
Letter or Email from Building Services that all reviews have been completed and permits are ready to be pulled for Wood Frame, Parking Garage and Concrete High Rise	10 days prior to closing	August 2, 2021
Submit evidence of written consent for the equity capital and non-binding expression of interest for construction financing for Wood Frame, Parking Garage and Concrete High Rise to CPV for review and approval.	No later than 1 day prior to Close of Escrow	August 5, 2021
Close of Escrow	10 days following approval of construction documents required to secure permits	no later than August 9, 2021
Record the Record of Survey	Concurrent with close of escrow	August 9, 2021
Secure final permits from Development Services Building Permit Approval from City of Las Vegas Development Services for Wood Frame, Parking Garage and Concrete High Rise	No later than 30 days after Close of Escrow	September 8, 2021

EXHIBIT F

SCHEDULE OF PERFORMANCE

Action	Timing	Due Date
Commence Horizontal Construction of Wood Frame, Parking Garage and Concrete High Rise	No later than 30 days after permits have been issued by the City	October 11, 2021
Commence Vertical Construction of Wood Frame, Parking Garage and Concrete High Rise	No later than 120 days after horizontal construction has commenced	February 8, 2022
Completion of Construction of Wood Frame and Parking Garage	No later than 18 months after Commencement of Vertical Construction	August 8, 2023
Certificate of occupancy received for Wood Frame and Parking Garage	Within 30 days of Completion of Wood Frame and Parking Garage Construction	September 7, 2023
Completion of Construction of Concrete High Rise	No later than 32 months after Commencement of Vertical Construction	October 8, 2024
Certificate of occupancy received for Concrete High Rise	Within 30 days of Completion of Construction	November 7, 2024

EXHIBIT G

DISCLOSURE OF PRINCIPALS FORM

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1 **Contracting Entity**	
Name	SLC Development, LLC
Address	1550 W. McEwen Drive Suite 200 Franklin, TN 37067
Telephone	(615) 778-1206
EIN or DUNS	20-3339783

Block 2 **Description:**	
Subject Matter of Contract/Agreement:	Purchase and sale of Parcel D of Symphony Park, Las Vegas, Clark County, Nevada
RFP #:	N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ Corporation

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.	Southern Land Company, LLC, a Tennessee limited liability company (owns 100% membership interest)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206
2.	SLC Holding Company, LLC, a Delaware limited liability company (owns 100% membership interest of Southern Land Company, LLC)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206
3.	Timothy W. Downey, a Tennessee resident (owns 95% membership interest in SLC Holding Company, LLC)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206
4.	Denise S. Downey, a Tennessee resident (owns 5% membership interest in SLC Holding Company, LLC)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206

Timothy W. Downey and Denise S. Downey being the only individuals who hold any ownership interest in any of the above-listed entities.

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: 0 .

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____

Name

11/1/19

Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Subscribed and sworn to before me this 1 day of November, 2019

Sara Weedman

Notary Public

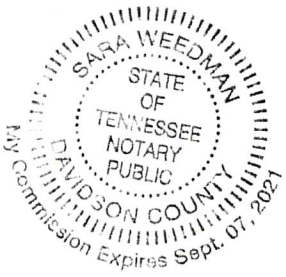
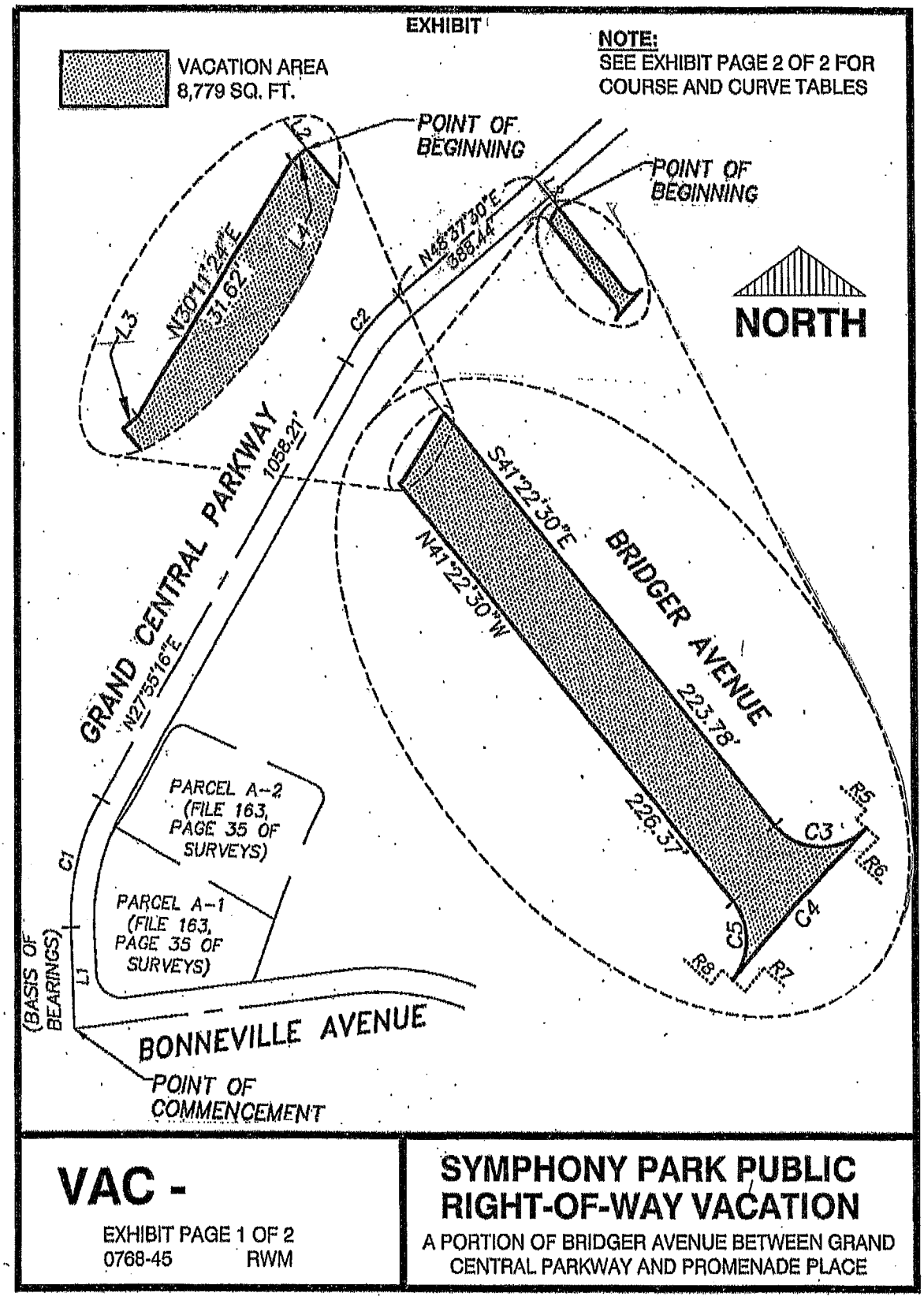


EXHIBIT H

ROW DEPICTION



VAC -

EXHIBIT PAGE 1 OF 2
0768-45 RWM

SYMPHONY PARK PUBLIC RIGHT-OF-WAY VACATION

A PORTION OF BRIDGER AVENUE BETWEEN GRAND CENTRAL PARKWAY AND PROMENADE PLACE

EXHIBIT

LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	S41°22'30"E	80.00'
L3	N48°37'30"E	2.00'
L4	N48°37'30"E	2.00'

LINE TABLE

LINE	BEARING
R5	S49°10'07"E
R6	S49°10'07"E
R7	N50°37'18"W
R8	N50°37'18"W

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	31°45'19"	277.12'	142.22'
C2	500.00'	20°42'14"	180.68'	91.33'
C3	25.00'	97°47'37"	42.67'	28.65'
C4	3324.50'	01°27'11"	84.31'	42.16'
C5	25.00'	80°45'12"	35.24'	21.26'

VAC -

EXHIBIT PAGE 2 OF 2
0768-45 RWM

SYMPHONY PARK PUBLIC RIGHT-OF-WAY VACATION

A PORTION OF BRIDGER AVENUE BETWEEN GRAND CENTRAL PARKWAY AND PROMENADE PLACE

EXHIBIT "H-1"

ROW DESCRIPTION

NOVEMBER 07, 2019
BY: RWM
P.R. BY: JVT

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PORTION OF BRIDGER AVENUE BETWEEN GRAND CENTRAL PARKWAY AND PROMENADE PLACE WITHIN SYMPHONY PARK.

EXHIBIT "1" - LEGAL DESCRIPTION
BRIDGER AVENUE
PUBLIC RIGHT-OF-WAY VACATION

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE, THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE NORTH 27°55'16" EAST, 1058.21 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°42'14", AN ARC LENGTH OF 180.68 FEET; THENCE NORTH 48°37'30" EAST, 388.44 FEET; THENCE SOUTH 41°22'30" EAST, DEPARTING THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, 80.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 41°22'30" EAST, 223.78 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°47'37", AN ARC LENGTH OF 42.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,324.50 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 49°10'07" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°27'11", AN ARC LENGTH OF 84.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 50°37'18" WEST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 80°45'12", AN ARC LENGTH OF 35.24 FEET; THENCE NORTH 41°22'30" WEST, 226.37 FEET; THENCE NORTH

EXHIBIT "A-1" BRIDGER AVENUE VACATION
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

48°37'30" EAST, 2.00 FEET; THENCE NORTH 30°11'24" EAST, 31.62 FEET; THENCE NORTH 48°37'30" EAST, 2.00 FEET TO THE **POINT OF BEGINNING.**

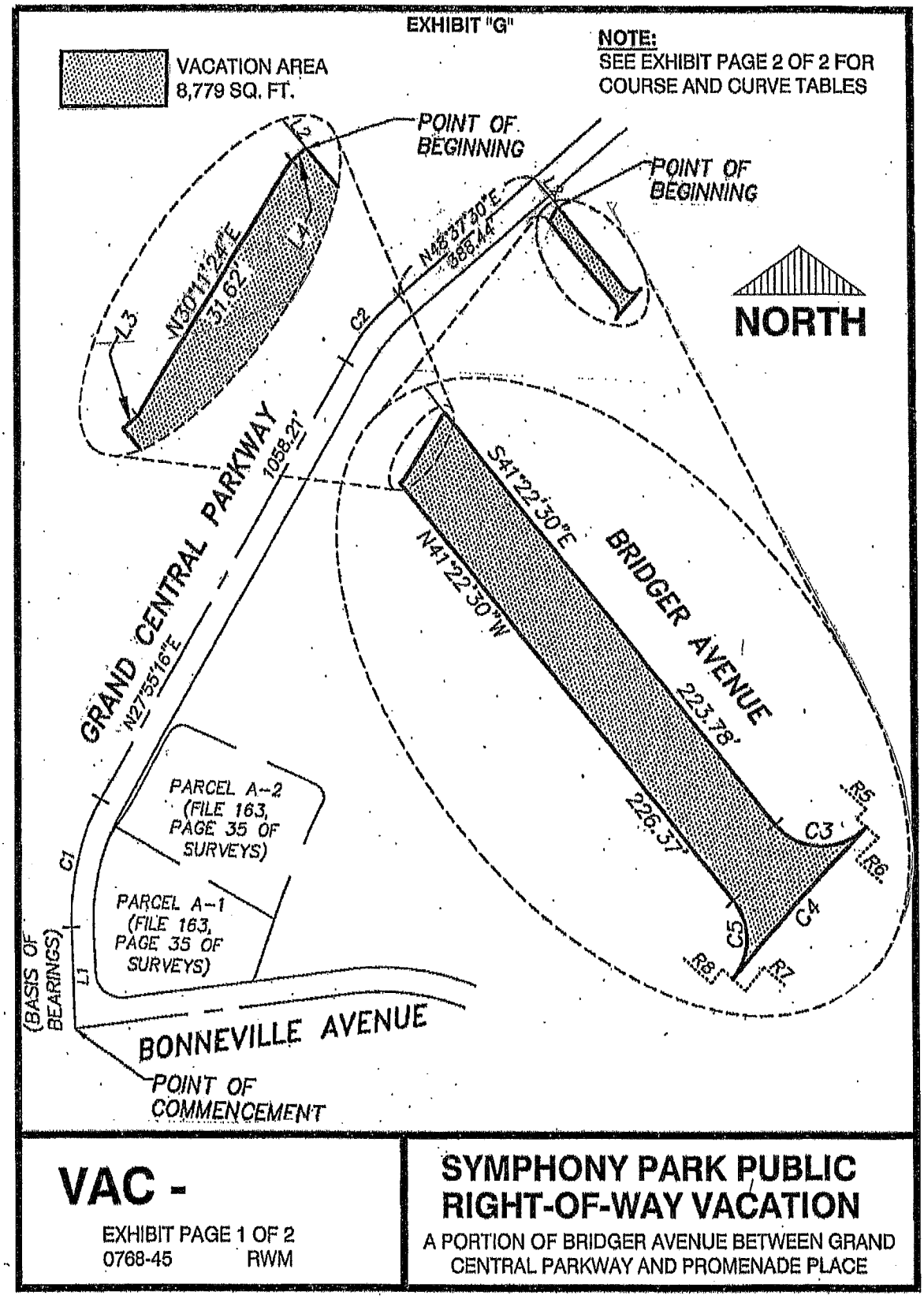
CONTAINING 8,779 SQUARE FEET

BASIS OF BEARINGS:
NORTH 03°50'03" WEST, BEING THE BEARING OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53, PAGE 61 OF PLATS.

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 BRIDGER ROW VAC.DOC



VAC -

EXHIBIT PAGE 1 OF 2
0768-45 RWM

SYMPHONY PARK PUBLIC RIGHT-OF-WAY VACATION

A PORTION OF BRIDGER AVENUE BETWEEN GRAND CENTRAL PARKWAY AND PROMENADE PLACE

EXHIBIT "G"

LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	S41°22'30"E	80.00'
L3	N48°37'30"E	2.00'
L4	N48°37'30"E	2.00'

LINE TABLE

LINE	BEARING
R5	S49°10'07"E
R6	S49°10'07"E
R7	N50°37'18"W
R8	N50°37'18"W

CURVE TABLE

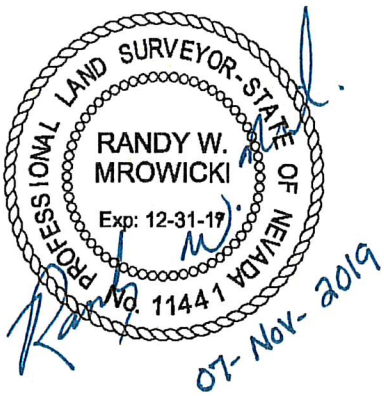
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	31°45'19"	277.12'	142.22'
C2	500.00'	20°42'14"	180.68'	91.33'
C3	25.00'	97°47'37"	42.67'	28.65'
C4	3324.50'	01°27'11"	84.31'	42.16'
C5	25.00'	80°45'12"	35.24'	21.26'

VAC -

EXHIBIT PAGE 2 OF 2
0768-45 RWM

SYMPHONY PARK PUBLIC RIGHT-OF-WAY VACATION

A PORTION OF BRIDGER AVENUE BETWEEN GRAND CENTRAL PARKWAY AND PROMENADE PLACE



NOVEMBER 07, 2019
BY: RWM
P.R. BY: JVT

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PORTION OF BRIDGER AVENUE BETWEEN GRAND CENTRAL PARKWAY AND PROMENADE PLACE WITHIN SYMPHONY PARK.

EXHIBIT "G-1" - LEGAL DESCRIPTION
BRIDGER AVENUE
PUBLIC RIGHT-OF-WAY VACATION

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND 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 CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE, THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE NORTH 27°55'16" EAST, 1058.21 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°42'14", AN ARC LENGTH OF 180.68 FEET; THENCE NORTH 48°37'30" EAST, 388.44 FEET; THENCE SOUTH 41°22'30" EAST, DEPARTING THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, 80.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 41°22'30" EAST, 223.78 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°47'37", AN ARC LENGTH OF 42.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,324.50 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 49°10'07" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°27'11", AN ARC LENGTH OF 84.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 50°37'18" WEST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 80°45'12", AN ARC LENGTH OF 35.24 FEET; THENCE NORTH 41°22'30" WEST, 226.37 FEET; THENCE NORTH

EXHIBIT "G-1" BRIDGER AVENUE VACATION
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

48°37'30" EAST, 2.00 FEET; THENCE NORTH 30°11'24" EAST, 31.62 FEET; THENCE NORTH 48°37'30" EAST, 2.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 8,779 SQUARE FEET

BASIS OF BEARINGS:
NORTH 03°50'03" WEST, BEING THE BEARING OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53, PAGE 61 OF PLATS.

END OF DESCRIPTION.

PREPARED BY: RANDY W. MROWICKI, PLS 11441
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106

W:\PW_GRID_PROJECTS_SURVEY\0000~9999\0768\LEGAL DESCRIPTIONS\768-45 BRIDGER ROW VAC.DOC

EXHIBIT H

SCHEDULE OF PERFORMANCE

The Developer and CPV agree the Project shall be developed as follows:

Action	Timing	Due Date
Effective Date of DDA	January 15, 2020	January 15, 2020
Due date for Earnest Money Deposit	3 business days from the DDA Effective Date	January 22, 2020
Open Escrow	Within 3 business days of the DDA Effective Date	January 22, 2020
Feasibility Period [+ 30-day extension with $50,000 non-refundable deposit]	90 days from DDA Effective Date	January 16 – April 14, 2020
SPDRC Introductory Meeting: Developer and the City will conduct an introductory meeting with the Symphony Park Design Review Committee (SPDRC) to discuss preliminary designs and Site Plan Development Review Checklist prior to completing documents for Entitlements and SPDRC Review	Within 45 days of the DDA Effective Date	March 2, 2020
Submit Site Plan Development Review (SDR) documents to the City of Las Vegas Planning Department for Site Development Plan Pre-Application Meeting	Within 75 days of DDA Effective Date	March 30, 2020
Pre-application meeting	Within 14 days of SDR submission	April 13, 2020
Submit Site Plan Development Review (SDR) documents to the City of Las Vegas Planning Department for Site Development Plan Review and Symphony Park Block Plan Review	Within 14 days of Pre-App meeting	April 27, 2020
Symphony Park Design Review Committee (SPDRC) Block Plan Comments	Within 14 days of SDR/SPDRC submission	May 11, 2020
Entitlement hearing	First Planning Commission meeting following pre-application meeting	June 9, 2020
Post-Entitlement Meeting scheduled	Within 14 days of entitlement hearing	June 23, 2020
Submit 70% Plans for RDA review	Within 260 days of the DDA Effective Date	October 1, 2020
Submit for permits. Developer will submit 100% complete construction documents to the City of Las Vegas Development Services to secure permits and to SPDRC for review of Wood Frame, Parking Garage and Concrete High Rise	60 days following submission of the 70% Plans	November 30, 2020
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – First Round from City of Las Vegas Development Services and SPDRC	Within 4 weeks of Building Permit submission	December 28, 2021

EXHIBIT H

SCHEDULE OF PERFORMANCE

Action	Timing	Due Date
Submit response to first round of plans review comments Building Permit Resubmittal First Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services and SPDRC	Within four weeks of receipt of comments	January 25, 2021
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – Second Round from City of Las Vegas Development Services and SPDRC	Within four weeks of Building Permit 2nd submission	February 22, 2021
Submit response to second round of plans review comments Building Permit Resubmittal Second Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services and SPDRC	Within three weeks of receipt of comments	March 15, 2021
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – Third Round from City of Las Vegas Development Services and SPDRC	Within four weeks of Building Permit 3rd submission	April 12, 2021
Submit response to third round of plans review comments Building Permit Resubmittal Third Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services and SPDRC	Within two weeks of receipt of comments	April 26, 2021
Building Permit Comments of Wood Frame, Parking Garage and Concrete High Rise – Fourth Round from City of Las Vegas Development Services and SPDRC	Within four weeks of Building Permit 4th submission	May 24, 2021
Submit response to Fourth round of plans review comments Building Permit Resubmittal Fourth Round of Wood Frame, Parking Garage and Concrete High Rise to City of Las Vegas Development Services	Within two weeks of receipt of comments	June 7, 2021
Letter or Email from Building Services that all reviews have been completed and permits are ready to be pulled for Wood Frame, Parking Garage and Concrete High Rise	10 days prior to closing	August 2, 2021
Submit evidence of written consent for the equity capital and non-binding expression of interest for construction financing for Wood Frame, Parking Garage and Concrete High Rise to CPV for review and approval.	No later than 1 day prior to Close of Escrow	August 5, 2021
Close of Escrow	10 days following approval of construction documents required to secure permits	no later than August 9, 2021
Record the Record of Survey	Concurrent with close of escrow	August 9, 2021
Secure final permits from Development Services Building Permit Approval from City of Las Vegas Development Services for Wood Frame, Parking Garage and Concrete High Rise	No later than 30 days after Close of Escrow	September 8, 2021

EXHIBIT H

SCHEDULE OF PERFORMANCE

Action	Timing	Due Date
Commence Horizontal Construction of Wood Frame, Parking Garage and Concrete High Rise	No later than 30 days after permits have been issued by the City	October 11, 2021
Commence Vertical Construction of Wood Frame, Parking Garage and Concrete High Rise	No later than 120 days after horizontal construction has commenced	February 8, 2022
Completion of Construction of Wood Frame and Parking Garage	No later than 18 months after Commencement of Vertical Construction	August 8, 2023
Certificate of occupancy received for Wood Frame and Parking Garage	Within 30 days of Completion of Wood Frame and Parking Garage Construction	September 7, 2023
Completion of Construction of Concrete High Rise	No later than 32 months after Commencement of Vertical Construction	October 8, 2024
Certificate of occupancy received for Concrete High Rise	Within 30 days of Completion of Construction	November 7, 2024

EXHIBIT I

DISCLOSURE OF PRINCIPALS

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Name	SLC Development, LLC
Address	1550 W. McEwen Drive Suite 200 Franklin, TN 37067
Telephone	(615) 778-1206
EIN or DUNS	20-3339783

Block 2 **Description:**

Subject Matter of Contract/Agreement:

Purchase and sale of Parcel D of Symphony Park, Las Vegas, Clark County, Nevada

RFP #: N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ Corporation

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.	Southern Land Company, LLC, a Tennessee limited liability company (owns 100% membership interest)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206
2.	SLC Holding Company, LLC, a Delaware limited liability company (owns 100% membership interest of Southern Land Company, LLC)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206
3.	Timothy W. Downey, a Tennessee resident (owns 95% membership interest in SLC Holding Company, LLC)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206
4.	Denise S. Downey, a Tennessee resident (owns 5% membership interest in SLC Holding Company, LLC)	3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215	(615) 778-1206

Timothy W. Downey and Denise S. Downey being the only individuals who hold any ownership interest in any of the above-listed entities.

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: 0.

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____

Name

11/1/19

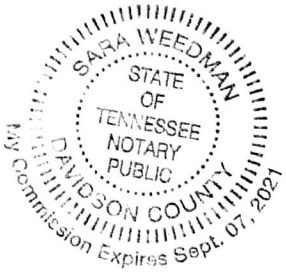
Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Subscribed and sworn to before me this 1 day of November, 2019

Sara Weedman

Notary Public



LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro-Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

June 19, 2019

Sent this day via email

Attn: Kurt Goebel
Converse Consultants
3095 East Patrick Ln
Las Vegas, NV 89120
KGoebel@ConverseConsultants.com

RE: Renewal of Contract **160018-JH, BSC Environmental Consulting and Testing, Geotechnical, Material Testing**

Dear Mr. Goebel:

The City has exercised its option to renew Contract 160018-JH, BSC Environmental Consulting and Testing, Geotechnical, Material Testing for the third (3) of four (4) one-year renewal options effective July 1, 2019 – June 30, 2020

Your signature below will indicate your acknowledgement of the renewal of the Contract. All other terms and conditions of the Contract remain in effect. Please return a signed copy of this letter by email to jwhill@lasvegasnevada.gov.

If you have any questions, please contact John Hill, Contracts Specialist at (702) 229-6185 or jwhill@lasvegasnevada.gov.

Sincerely,

Edward O'Neal, Manager
Purchasing and Contracts
495 S. Main St., 3rd Floor
Las Vegas, NV 89101

Cc: Brenda Hughes
Lorrie Dunford
Randy McConnell
John Hill

Converse Consultants acknowledge and agree to this Renewal No.3 as state above.

Signature: _____ Date: 6/19/19

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
711 | TTY

ityoflasvegas
egasnevada.gov

BLANKET SERVICES CONTRACT
FOR
ENVIRONMENTAL CONSULTING, ENVIRONMENTAL TESTING, GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

THIS CONTRACT is made and entered into this 13th day of June, 2016, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **CONVERSE CONSULTANTS**, (the "Consultant"), a Corporation as part of the Converse Professional Group organized and existing under the laws of the State of California, whose address is **3095 East Patrick Lane, Suite 12, Las Vegas, NV, 89120**.

WITNESSETH:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO SYMPHONY PARK** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, with respect to each Project, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract; and

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

1.03 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.03 of this Contract.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Agreement, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.02.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Contract.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test

results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

SECTION FIVE
SUBCONSULTANT CONTRACT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant contract a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

SECTION SIX
TERM OF CONTRACT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for **ONE YEAR** unless terminated earlier pursuant to Section 10.02 or 10.03 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

6.02 ***Task Orders.*** Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

6.03 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

6.04 ***Renewals.*** The City may, at its sole option, extend the term of this Contract for up to **FOUR ONE-YEAR PERIODS** beyond the initial term in 6.01. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Contract.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Contract.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Contract shall be maintained for three (3) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and

(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

(ii) terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City. of the Consultant's designs, drawings and specifications.

The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work and upon the City's payment for the services rendered by the Consultant, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City of the Consultant's designs, drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Contract, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.***

(i) In the event of the completion of this Agreement and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

(ii) In the event of the suspension or termination of this Agreement, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Agreement through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Agreement shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Agreement for any disputed payment claims.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of this Contract, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers employees and agents. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant

agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that, prior to executing each Project Task Order, it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Contract.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

10.24 ***Counterparts; Electronic Delivery.*** This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of June 17, 2015.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

By Yolanda C. Jones
Yolanda Jones, Manager, Purchasing & Contracts

CONSULTANT

By K. A. Goebel
Kurt A. Goebel, CEM
Senior Vice President, Converse Consultants

ATTEST

LuAnn D. Holmes 6/13/16
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 5/10/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

100.2 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.3 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services: **Environmental Consulting, Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services**. The following is intended to provide the primary generalized environmental work scope. Actual work will be defined and approved via specific Project Task Orders using the format in Exhibit H. The primary generalized work scope is to represent the City on environmental issues relevant to Symphony Park as needed, as requested, and as defined in specific task orders:

- Pre Development Assessment: Review proposed developer plans for environmental assessment/remediation within the former UPRR excavation areas per the SGMP:
- Developer Assessment (pre-excavation): After City approval of the Plan, provide periodic oversight of Developers field assessment work:
- Developer construction (pre excavation): Prior to and during construction, confirm 3-D grid, direct disposition of soil, sample as necessary, oversee drilling, loading of soils and prepare reports as appropriate.
- Developer construction (stockpiling): Prior to or during construction, identify or develop staging area, monitor stockpiles, document stockpile locations, and oversee loading of stockpiles.
- Provide oversight of activities for parcel development outside former UPRR excavation boundaries, as appropriate:

100.4 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

100.5 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.6 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of the Task Order. Photographs of the Project taken by the Consultant after final Consultant payment for the Task Order will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

200.4 It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.5 **Certificates of Insurance**

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Contract. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 CONTRACT RENEWALS. The initial performance period shall be from the Award Date through and including **June 30, 2017**. The City may, at its sole option, extend performance period for up to **four (4) one-year periods beyond June 30, 2017**. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

300.2 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$200,000.00 annually.**

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	RATE	UNIT
Field Monitor	$50.00	Per Hour
Staff Support and Clerical	$55.00	Per Hour
Word Processor/GIS Technician	$65.00	Per Hour
Field Technician	$75.00	Per Hour
Senior Technician	$80.00	Per Hour
Supervisory Technician/GIS Analyst	$75.00	Per Hour
Graphics	$85.00	Per Hour
Staff Professional	$85.00	Per Hour
Senior Staff Professional	$95.00	Per Hour
Project Professional/GIS Specialist	$120.00	Per Hour
Senior Professional	$135.00	Per Hour
Certified Industrial Hygienist	$145.00	Per Hour
Principal Professional	$160.00	Per Hour
Officer	$190.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Contract.			$0
			$0
			$0

501.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the

City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Various field equipment and analytical laboratory services (if requested) that may be required for environmental field monitoring.

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Contract: **Lorrie Linnert Dunford, P.E., CEM**

600.2 CITY REPRESENTATIVE'S SUPERVISOR: **Mark Sorensen**

600.3 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: **Kurt A. Goebel, CEM**

601.1.2 RESPONSIBLE IN CHARGE PERSON: **Kurt A. Goebel, CEM**

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: **Nevada Certified Environmental Manager CEM 1231**

601.1.4 PROJECT MANAGER: **Robert Gegenheimer, CEM**

601.1.5 TECHNICIAN/CADD: **Kevin Paprocki**

601.1.6 CLERICAL: **Liz Scheffner**

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 None. All work to be performed by Consultant employees, unless approved.

END OF EXHIBIT "F"

EXHIBIT "G"

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 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Converse Consultants	**Services for:** Various projects related to Symphony Park
Address: 3095 E. Patrick Lane, Ste 12, Las Vegas, NV 89120	
Telephone: 702-269-8336	**Project Number:** 15-43184-00
EIN or DUNS : 050102102	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company X☐ 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.	Hashmi S.E. Quazi/CEO	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
2.	Norman S. Eke/Senior Vice President	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
3.	Ruben Romero/CFO	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
4.	Kurt A. Goebel/Senior Vice President	3095 E. Patrick Ln, Ste 12, Las Vegas, NV 89120	702-269-8336
5.	Laura Tanaka/Principal Professional	3176 Pullman St, Suite 108, Costa Mesa, CA 92626	714-444-9660
6.	Beth George/Marketing Director	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
7.	Mark B. Schluter/Senior Engineering Geologist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
8.	Michael A. Van Fleet/Senior Geologist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
9.	Danielle Ertl/Office Adminstrator	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
10.	George Paler/Project Environmental Scientist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
11.	Kathleen I. Brandmueller/Senior Engineer	4840 Mill St., Ste 5, Reno, NV 89502	775-856-3833
12.	Kathiravetpillai Sivathasan/Senior Vice President	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
13.	John Ziegler/Senior Professional	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: ___

Date of Attached Document: ___ Number of Pages: __

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

K. A. Goebel Kurt Goebel
Name

12th MAY 2016
Date

Subscribed and sworn to before me this 12th day of MAY 2016

Notary Public

JAVIER A. BERBEY
Notary Public State of Nevada
County of Clark
APPT. NO. 16-1157-1
My App. Expires Jan. 9, 2020

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ____

Blanket Contract Project Name:	
Blanket Contract Date:	
Blanket Contract Maximum Not-to-Exceed Fee:	
Total Aggregate Fee Commitments prior to this Task Order:	
Consultant's Business Name:	

Whereas the City and Consultant have signed a Blanket Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Contract to provide services for the following particular specific Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Contract.

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

First American Title Insurance Company
National Commercial Services
8311 W. Sunset Road, Suite 100
Las Vegas, NV 89113
(702)251-5106
Fax - (702)938-1802

City Parkway V, Inc.
c/o Office of Economic and, Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Elizabeth

August 01, 2019

Escrow No.: NCS-937396-HHLV (KR)

VIA COURIER DELIVERY

Re: Seller: 1060 Broadway, LLC and Oakwood Plaza, LLC and K&J Las Vegas Endeavor, LLC
Buyer: City Parkway V, Inc.
Property: Multiple APNs
Las Vegas, NV 89101

The closing of the above referenced transaction is now complete. For your records we enclose the following (If checks are included in this package, please negotiate as soon as possible):

Original Recorded Grant, Bargain and Sale Deed
Original FIRPTA
Original Lease Estoppel (2)
Original Lease Assignment and Assumption

Keep these instruments secure as some of them **cannot** be replaced. Any recorded documents to which you may be entitled, and your policy of title insurance, will follow shortly.

Should you have any questions or need further assistance, please contact the undersigned. Thank you for working with First American Title Insurance Company National Commercial Services. We look forward to serving you in the future.

Sincerely,

Jessica Henry on behalf of Kristin Ravelo
Escrow Officer
kravelo@firstam.com

KR/JH

NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Oakwood Plaza, LLC, a California limited liability company ("Oakwood"), 1060 Broadway, LLC, a California limited liability company ("1060"), and K & J Las Vegas Endeavor, LLC, a Nevada limited liability company ("K&J") (collectively, "**Transferor**"), the undersigned hereby certifies on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is:

As to Oakwood:	20-3944627
As to 1060:	80-0170068
As to K&J:	81-0854226

3. Transferor's office address is: 1620 S. Los Angeles Street, Unit C

Los Angeles, California 90015

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

{Signature on following page}

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

OAKWOOD PLAZA, LLC,
a California limited liability company

By: _____
Jonathan Kermani
Its: Manager
Date: July 31, 2019

1060 BROADWAY, LLC,
a California limited liability company

By: _____
Eshagh Kermani
Its: Manager
Date: July 31, 2019

K & J LAS VEGAS ENDEAVOR, LLC,
a Nevada limited liability company

By: _____
Kamyar Manouchehri
Its: Manager
Date: July 31, 2019

Inst #: 20190801-0001681
Fees: $40.00
RPTT: $40338.45 Ex #:
08/01/2019 10:42:28 AM
Receipt #: 3789030
Requestor:
FIRST AMERICAN TITLE NCS
Recorded By: MAYSM Pgs: 10
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

WHEN RECORDED MAIL TO:

City Parkway V, Inc.
Economic and Urban Development Department
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101

MAIL TAX STATEMENTS TO:

City Parkway V, Inc.
Economic and Urban Development Department
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101

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

937396
(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

Oakwood Plaza, LLC, a California limited liability company ("Oakwood"), 1060 Broadway, LLC, a California limited liability company ("1060"), ("1060"), and K & J Las Vegas Endeavor, LLC, a Nevada limited liability company ("K&J"), collectively as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to City Parkway V, Inc., a Nevada nonprofit corporation, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.

2. All matters of record.

{Signature Page Follows}

E-RECORDED simplifile

ID: _____

County: _____

Date: _____ Time: _____

WHEN RECORDED MAIL TO:

City Parkway V, Inc.
Economic and Urban Development Department
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101

MAIL TAX STATEMENTS TO:

City Parkway V, Inc.
Economic and Urban Development Department
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101

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

9373396

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

Oakwood Plaza, LLC, a California limited liability company ("Oakwood"), 1060 Broadway, LLC, a California limited liability company ("1060"), ("1060"), and K & J Las Vegas Endeavor, LLC, a Nevada limited liability company ("K&J"), collectively as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to City Parkway V, Inc., a Nevada nonprofit corporation, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.

2. All matters of record.

{Signature Page Follows}

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Effective Dated as of July 31, 2019.

"GRANTOR"

OAKWOOD PLAZA, LLC,
a California limited liability company
liability

By: _____
Jonathan Kermani
Manager Jonathan Kermani Manager

Notary Acknowledgement to be attached.
See attached CA Acknowledgement

1060 BROADWAY, LLC,
a California limited liability company company

By: _____
Eshagh Kermani
Manager Eshagh Kermani

Notary Acknowledgement to be attached.
See attached CA Acknowledgement

K & J LAS VEGAS ENDEAVOR, LLC,
a Nevada limited liability company
limited liability comapny

By: _____
Kamyar Kamyar Manouchehri
Manager Manager
Kamyar
Notary Acknowledgement to be attached.
See attached CA Acknowledgement

ALL CAPACITY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 7/23/2019 (Date) before me, Marine Jukhyan, Notary Public (Insert Name and Title of the Officer)

Personally appeared Jonathan Kermani, Manager (Name of Person Signing)

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

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

WITNESS my hand and official seal.

MARINE JUKHYAN
Notary Public – California
Los Angeles County
Commission # 2190569
My Comm. Expires May 7, 2021

(Signature of Officer)

ALL CAPACITY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 7/23/2019 (Date) before me, Marine Jukhyan, Notary Public (Insert Name and Title of the Officer)

Personally appeared Eshagh Kesmani, Manager (Name of Person Signing)

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

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

WITNESS my hand and official seal.

MARINE JUKHYAN
Notary Public – California
Los Angeles County
Commission # 2190569
My Comm. Expires May 7, 2021

(Signature of Officer)

ALL CAPACITY ACKNOWLEDGEMENT

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STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 7/23/2019 (Date) before me, Marine Jukhyan, Notary Public (Insert Name and Title of the Officer)

Personally appeared Kamyar Manoucheheri, Manager. (Name of Person Signing)

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

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

WITNESS my hand and official seal.

MARINE JUKHYAN
Notary Public – California
Los Angeles County
Commission # 2190569
My Comm. Expires May 7, 2021

(Signature of Officer)

EXHIBIT A

Legal Description of Land

The land referred to in this Commitment is situated in the City of Las Vegas, County of Clark, State of Nevada, and is described as follows:

PARCEL 1:

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

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 2:

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

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

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 3:

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

PARCEL 4:

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

PARCEL 5:

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

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 6:

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

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 7:

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

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 8: THE EAST HALF (E 1/2) OF LOTS 15 AND 16 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03478 OF OFFICIAL RECORDS.

PARCEL 9: LOT SEVENTEEN (17) AND THE SOUTH 10 1/2 FEET OF LOT EIGHTEEN (18) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03478 OF OFFICIAL RECORDS.

PARCEL 10:

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

PARCEL 11:

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

PARCEL 12:

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

PARCEL 13:

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

PARCEL 14: LOTS TWENTY-SIX (26) AND TWENTY-SEVEN (27) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) See Attached Schedule I
   b) 139-34-210-014 thru 139-34-210-018
   c) 139-34-311-001 thru 139-34-311-007
   d) 139-34-311-017 thru 139-34-311-022

2. Type of Property
   a) ☐ Vacant Land b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☒ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other _____

FOR RECORDERS OPTIONAL USE
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. a) Total Value/Sales Price of Property: $7,909,455.00
   b) Deed in Lieu of Foreclosure Only (value of property) ($ _____)
   c) Transfer Tax Value: $7,909,455.00
   d) Real Property Transfer Tax Due $40,338.45

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per 375.090, Section: _____
   b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: _____ Capacity: Grantor
Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: 1060 Broadway, LLC and Oakwood Plaza, LLC and K&J Las Vegas Endeavor, LLC	Print Name: City Parkway V, Inc.
Address: c/o World Investment Network, Inc. 1620 S. Los Angeles St., Unit C	Address: c/o Office of Economic and, Urban Development, 495 S. Main Street, 6th Floor
City: Los Angeles	City: Las Vegas
State: CA Zip: 90015	State: NV Zip: 89101

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

Print Name: First American Title Insurance Company National Commercial Services File Number: NCS-937396-HHLV KR/ KR
Address 8311 W. Sunset Road, Suite 100
City: Las Vegas State: NV Zip:89113

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

SCHEDULE I

139-34-210-014

139-34-210-015

139-34-210-017

139-34-210-018

139-34-311-001

139-34-311-002

139-34-311-003

139-34-311-007

139-34-311-017

139-34-311-018

139-34-311-019

139-34-311-020

139-34-311-021

139-34-311-022

LEASE ESTOPPEL CERTIFICATE

THIS LEASE ESTOPPEL CERTIFICATE (the "Certificate") is entered into as of July 31, 2019 by Oakwood Plaza, LLC, a California limited liability company ("Oakwood"), 1060 Broadway, LLC, a California limited liability company ("1060"), ("1060"), and K & J Las Vegas Endeavor, LLC, a Nevada limited liability company ("K&J") (Oakwood, 1060 and K&J are collectively hereinafter referred to as the "Seller"), for the benefit of the City of Las Vegas, a political subdivision of the State of Nevada (the "Purchaser").

Whereas:

A. Seller is the successor-in-interest to the landlord under that certain lease dated April 10, 1997 with Clear Channel Outdoor, Inc. (formerly known as Eller Media Company, successor-in-interest to Donrey Outdoor Advertising Company) as tenant ("Tenant") (the "Original Lease"), as amended by that certain amendment to lease agreement dated May 10, 2010 ("Amendment to Lease", the Original Lease, as amended by the Amendment to Lease, is hereinafter referred to as the "Lease") for a portion of APN: 139-34-311-001 in Las Vegas, Nevada ("Leased Premises").

B. Seller and Purchaser have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated January 16, 2019 whereby Seller is to sell to Purchaser, and Purchaser is to purchase from Seller, the underlying land on which the Leased Premises are located (the "Property").

NOW THEREFORE, for full and fair consideration, the receipt of which is fully acknowledged, and with full knowledge that Purchaser in purchasing the Property, is relying upon the truth, accuracy and completeness of the statements made by Seller herein, Seller hereby certifies, represents, covenants and warrants to Purchaser that, to Seller's actual knowledge:

The above recitals are true and correct.

A true and correct copy of the Lease is set forth on Exhibit A attached hereto and made a part hereof. The Lease is in full force and effect, has not been modified, amended, added onto, extended or renewed by Seller, and is binding upon, and enforceable against, the Seller and Tenant in accordance with its terms except as limited by general principles of equity and by bankruptcy, insolvency and other similar laws affecting creditors' rights. To Seller's actual knowledge, without the duty to investigate, the Lease constitutes the entire agreement of the Seller and Tenant with respect to the Leased Premises and to Seller's actual knowledge, without the duty to investigate, there are no other agreements or understandings, verbal or written that affect the rights and liabilities of the Seller and Tenant to one another with respect to the Lease or the Leased Premises.

Current annual rent under the Lease is $2,400.00. No prepayment for of any rent for more than the current month has been made to date except as follows: The Tenant pays semi-

ASSIGNEE:
City Parkway V, Inc.,
a Nevada non profit corporation

By: _____
Name: SCOTT ADAMS
Title: PRESIDENT

APPROVED AS TO FORM:

_____ 2-25-19
Michael C. Niarchos, Counsel

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made this 31st day of July, 2019 ("Effective Date"), by and between City Parkway V, Inc., a Nevada nonprofit corporation ("Assignee") and Oakwood Plaza, LLC, a California limited liability company ("Oakwood"), 1060 Broadway, LLC, a California limited liability company ("1060"), and K&J Las Vegas Endeavor, LLC, a Nevada limited liability company ("K&J") (Oakwood, 1060 and K&J are collectively, the "Assignor").

WHEREAS:

A. Assignor and Assignee's predecessor are parties to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated January 16, 2019 (the "Agreement") whereby Assignee agreed to purchase, and Assignor agreed to sell, certain real property as fully described in the Agreement (the "Real Property").

B. As part of the purchase and sale of the Real Property, Assignor has agreed to assign, and Assignee has agreed to assume, all right title and interest in the following leases of the Real Property: (1) that certain lease dated July 25, 2000 with Cox PCS Assets, L.L.C. as tenant ("Tenant") and Seller's successor-in-interest ("Landlord") ("Original Cell Tower Lease"), as amended by that certain site designation supplement to master lease and sublease agreement ("Amendment to Cell Tower Lease", the Original Cell Tower Lease, as amended by the Amendment to Cell Tower Lease, is hereinafter referred to as the "Cell Tower Lease"); and (2) that certain lease dated April 10, 1997 with Clear Channel Outdoor, Inc. (formerly known as Eller Media Company, successor-in-interest to Donrey Outdoor Advertising Company) as tenant ("Tenant") and Seller's successor-in-interest ("Landlord") (the "Original Billboard Lease"), as amended by that certain amendment to lease agreement dated May 10, 2010 ("Amendment to Billboard Lease", the Original Billboard Lease, as amended by the Amendment to Billboard Lease, is hereinafter referred to as the "Billboard Lease" (the Cell Tower Lease and the Billboard Lease are collectively referred to as, the "Leases").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Leases including any and all prepaids and other rights or entitlements of Assignor under the Leases, subject to all of the terms, covenants, conditions and provisions of the Leases.

2. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Leases arising after the Effective Date.

3. Indemnification.

(a) Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands, debts, due or arising under the Leases prior to the Effective Date.

(b) Assignee agree to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due or arising under the Leases on or after the Effective Date.

4. Entire Agreement. Except as set forth in and subject to the respective Certificates, this Assignment embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Assignment may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Nevada in connection with any disputes arising out of this Agreement.

6. Successors and Assigns. This Assignment and provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed the same as originals.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:
OAKWOOD PLAZA, LLC,
a California limited liability company

By: _____
Jonathan Kermani
Its: Manager

1060 BROADWAY, LLC,
a California limited liability company

By: _____
Eshagh Kermani
Its: Manager

K & J LAS VEGAS ENDEAVOR, LLC,
a Nevada limited liability company

By: _____
Kamyar Manouchehri
Its: Manager

LEASE ESTOPPEL CERTIFICATE

THIS LEASE ESTOPPEL CERTIFICATE (the "Certificate") is entered into as of July 31, 2019 by Oakwood Plaza, LLC, a California limited liability company ("Oakwood"), 1060 Broadway, LLC, a California limited liability company ("1060"), ("1060"), and K & J Las Vegas Endeavor, LLC, a Nevada limited liability company ("K&J") (Oakwood, 1060 and K&J are collectively hereinafter referred to as the "Seller"), for the benefit of the City of Las Vegas, a political subdivision of the State of Nevada (the "Purchaser").

Whereas:

A. Seller is the successor-in-interest to the landlord under that certain lease dated July 25, 2000 with Cox PCS Assets, L.L.C. as tenant ("Tenant") (the "Original Lease"), as amended by that certain site designation supplement to master lease and sublease agreement ("Amendment to Lease", the Original Lease, as amended by the Amendment to Lease, is hereinafter referred to as the "Lease") for a portion of APN: 139-34-311-001 in Las Vegas, Nevada ("Leased Premises").

B. Seller and Purchaser have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated January 16, 2019 whereby Seller is to sell to Purchaser, and Purchaser is to purchase from Seller, the underlying land on which the Leased Premises are located (the "Property").

NOW THEREFORE, for full and fair consideration, the receipt of which is fully acknowledged, and with full knowledge that Purchaser in purchasing the Property, is relying upon the truth, accuracy and completeness of the statements made by Seller herein, Seller hereby certifies, represents, covenants and warrants to Purchaser that, to Seller's actual knowledge:

The above recitals are true and correct.

To Seller's actual knowledge, without the duty to investigate, a true and correct copy of the Lease is set forth on Exhibit A attached hereto and made a part hereof. To Seller's actual knowledge, without the duty to investigate, the Lease is in full force and effect, has not been modified, amended, added onto, extended or renewed by Seller, and to Seller's actual knowledge, without the duty to investigate, is binding upon, and enforceable against, the Seller and Tenant in accordance with its terms except as limited by general principles of equity and by bankruptcy, insolvency and other similar laws affecting creditors' rights. To Seller's actual knowledge, without the duty to investigate, the Lease constitutes the entire agreement of the Seller and Tenant with respect to the Leased Premises and to Seller's actual knowledge without the duty to investigate,, there are no other agreements or understandings, verbal or written that affect the rights and liabilities of the Seller and Tenant to one another with respect to the Lease or the Leased Premises.

ASSIGNEE:
City Parkway V, Inc.,
a Nevada non profit corporation

By: _____
Name: SCOTT ADAMS
Title: PRESIDENT

APPROVED AS TO FORM:

_____ 2-25-19
Michael C. Niarchos, Counsel

First American Title Insurance Company
National Commercial Services
8311 W. Sunset Road, Suite 100 • Las Vegas, NV 89113

Office Phone:(702)266-8999 *Office Fax:*(866)289-5654

Buyer's Final Settlement Statement

File No: NCS-954403-HHLV
Escrow Officer: Kristin Ravelo/TZ
Settlement Date: 11/01/2019
Disbursement Date: 11/01/2019

Property:
527 South Main Street &, 2 East Bonneville Avenue, Las Vegas, NV 89101

Buyer:
City Parkway V, Inc.
City of Las Vegas, c/o Office of Economic and, Urban Development, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101

Seller:
First American Exchange Company, LLC as Qualified Intermediary for The Peto Family Trust
PO Box 790, Las Vegas, NV

Description	Buyer Charge	Buyer Credit
Consideration		
Total Consideration	875,000.00	
Deposits In Escrow		
Receipt No. 410853456 on 05/22/2019 by City Parkway V, Inc.		25,000.00
Receipt No. 204355529 on 10/31/2019 by CITY OF LAS VEGAS TREASURER CONCENT		895,823.65
Prorations		
Property Tax Prorations 11/01/19 to 01/01/20 @$214.73/qtr	143.55	
Property Tax Prorations 11/01/19 to 01/01/20 @$214.73/qtr	143.55	
Commission		
Broker: Northcap Commercial		
Real Estate Commission	35,000.00	
Title/Escrow Charges		
Closing-Escrow Fee to First American Title Insurance Company National Commercial Services	1,165.00	
Recording Service Fee to First American Title Insurance Company National Commercial Services	3.25	
Policy-Standard ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services	2,602.00	
Policy-Extended ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services	1,040.80	

Buyer's Final Settlement Statement

Settlement Date: 11/01/2019 **File No:** NCS-954403-HHLV
Officer: Kristin Ravelo/TZ

Description	Buyer Charge	Buyer Credit
Endorsement (O) Water Rights to First American Title Insurance Company National Commercial Services	104.08	
Endorsement (O) Special Patent to First American Title Insurance Company National Commercial Services	100.00	
Record Grant Deed to Clark County Recorder	40.00	
Documentary Transfer Tax-County to Clark County Recorder	4,462.50	
Disbursements Paid		
Miscellaneous Disbursement		
Inspection Fee to R.P.D. NEVADA, INC.	160.00	
Property Tax Check		
2nd Half Taxes to Clark County Treasurer Office	429.46	
2nd Half Taxes to Clark County Treasurer Office	429.46	
Totals	920,823.65	920,823.65

Inst #: 20191101-0001747
Fees: $40.00
RPTT: $4462.50 Ex #:
11/01/2019 01:22:21 PM
Receipt #: 3888887
Requestor:
FIRST AMERICAN TITLE NCS
Recorded By: TAH Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
CITY PARKWAY V, INC.
City of Las Vegas, c/o Office
of Economic and, Urban Development,
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

MAIL TAX STATEMENTS TO:
CITY PARKWAY V, INC.
CITY OF LAS VEGAS, C/O OFFICE
OF ECONOMIC AND, URBAN DEVELOPMENT,
495 S. MAIN STREET, 6TH FLOOR
LAS VEGAS, NV 89101

APNs: 139-34-311-005 and 139-34-311-006

(Space above line for Recorder's use only)

954403 **GRANT, BARGAIN AND SALE DEED**

JEANNE HAM PETO, AS TRUSTEE OF THE PETO FAMILY TRUST "GRANTOR," does hereby Grant, Bargain, Sell and Convey to city Parkway V, Inc., a Nevada nonprofit corporation, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.

2. All matters of record.

{Signature Page Follows}

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
CITY PARKWAY V, INC.
City of Las Vegas, c/o Office
of Economic and, Urban Development,
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

E-RECORDED simplifile
ID: _____
County: _____
Date: _____ Time: _____

MAIL TAX STATEMENTS TO:
CITY PARKWAY V, INC.
CITY OF LAS VEGAS, C/O OFFICE
OF ECONOMIC AND, URBAN DEVELOPMENT,
495 S. MAIN STREET, 6TH FLOOR
LAS VEGAS, NV 89101

APNs: 139-34-311-005 and 139-34-311-006

(Space above line for Recorder's use only)

954403

GRANT, BARGAIN AND SALE DEED

JEANNE HAM PETO, AS TRUSTEE OF THE PETO FAMILY TRUST "GRANTOR," does hereby Grant, Bargain, Sell and Convey to city Parkway V, Inc., a Nevada nonprofit corporation, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.

2. All matters of record.

{Signature Page Follows}

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of 11/01/19, 2019.

"GRANTOR"

THE PETO FAMILY TRUST

By: _____

Name: Jeanne Ham Peto

Title: Trustee

STATE OF **NEVADA**)
: ss.
COUNTY OF **CLARK**)

This instrument was acknowledged before me on 11/1/19 by **Jeanne Ham Peto, as Trustee of The Peto Family Trust.**

_____
Notary Public

(My commission expires: 2/24/20)

K. RAVELO
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 96-2157-1
My Appt. Expires Feb. 24, 2020

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated 11/1, **2019** under Escrow No. **NCS-954403-HHLV**.

EXHIBIT A

Legal Description of Land

To be inserted when preparing final documentation.

EXHIBIT 'A'

PARCEL 1:

LOT FOURTEEN (14) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2:

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

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 139-34-311-005
   b) 139-34-311-006
   c) _____
   d) _____

2. Type of Property
   a) [X] Vacant Land b) [ ] Single Fam. Res.
   c) [ ] Condo/Twnhse d) [ ] 2-4 Plex
   e) [ ] Apt. Bldg. f) [ ] Comm'l/Ind'l
   g) [ ] Agricultural h) [ ] Mobile Home
   i) [ ] Other _____

FOR RECORDERS OPTIONAL USE
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. a) Total Value/Sales Price of Property: $875,000.00
   b) Deed in Lieu of Foreclosure Only (value of property) ($ _____)
   c) Transfer Tax Value: $875,000.00
   d) Real Property Transfer Tax Due $4,462.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per 375.090, Section: _____
   b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: _____ Capacity: Grantor
Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: The Peto Family Trust	Print Name: City Parkway V, Inc.
Address: PO Box 790	Address: City of Las Vegas c/o Office of Economic and, Urban Development 495 S. Main Street, 6th Floor
City: Las Vegas	City: Las Vegas
State: NV Zip:	State: NV Zip: 89101

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

Print Name: First American Title Insurance Company National Commercial Services
File Number: NCS-954403-HHLV KR/ KR
Address 8311 W. Sunset Road, Suite 100
City: Las Vegas State: NV Zip: 89113

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

First American Title Insurance Company National Commercial Services
8311 W. Sunset Road, Suite 100
Las Vegas, NV 89113
(702)266-8999 (866)289-5654 (fax)

AUTHORIZATION TO CLOSE ESCROW

DATE: October 23, 2019
TO: First American Title Insurance Company National Commercial Services
Re: Escrow Number: NCS-954403-HHLV

Previous instructions handed you under the above references escrow contained contingencies and/or conditions to be performed by and/or met by the Buyer and/or Seller prior to the closing of this escrow. You are hereby notified, directed and instructed, that except for your duties as Escrow Holder, that:

A. All conditions precedent to the closing of this transaction for the benefit of the Buyer have been met, satisfied and/or waived to the unqualified satisfaction of the Buyer.

B. All conditions precedent to the closing of this transaction for the benefit of the Seller have been met, satisfied and/or waived to the unqualified satisfaction of the Seller.

C. Buyer and Seller hereby authorizes and direct you to proceed with the closing of this escrow upon your receipt of instruments and funds necessary to complete this transaction. Escrow Holder is further authorized and instructed to close escrow in substantial compliance of the figures, offsets, prorations and disbursements as set forth in their respective estimated settlement statement.

D. Except for escrow holders gross negligence, Buyer and Seller hereby release you from any liability and/or responsibility in connection with said contingencies and/or conditions, except as to any specific duties of the Escrow Holder relating to said contingencies and/or conditions which are set forth and required by the Agreement between the parties which is the subject of this escrow.

E. The parties acknowledge that based on the unresponsiveness of the Clark County Recorder, the recordable closing documents may not be recorded on the same day they are presented to said recorder. Therefore the parties agree that the "Closing Date of Escrow" shall be the date all documents called for in the purchase agreement are delivered to Escrow Holder, funds are ready to be disbursed and recordable documents are presented to the Clark County Recorder and the Company's Recording Clerk has received a will call number from the Clark County Recorder.

F. Nothing contained herein shall be construed, however, to relieve either Buyer or Seller from any obligation either may have to the other; except that you shall have no liability with respect thereto.

This authorization may be executed in any number of counterparts, each of which shall be considered as an original and effective as such.

City Parkway V, Inc., a Nevada non-profit corporation

By: X _____
Name: Scott D. Adams
Title: President

The Peto Family Trust

_____
Jeanne Ham Peto, Trustee

APPROVED AS TO FORM:

_____
Michael C. Niarchos, Counsel

First American Title Insurance Company National Commercial Services
8311 W. Sunset Road, Suite 100
Las Vegas, NV 89113
(702)266-8999 (866)289-5654 (fax)

AUTHORIZATION TO CLOSE ESCROW

DATE: October 31, 2019
TO: First American Title Insurance Company National Commercial Services
Re: Escrow Number: NCS-954403-HHLV

Previous instructions handed you under the above references escrow contained contingencies and/or conditions to be performed by and/or met by the Buyer and/or Seller prior to the closing of this escrow. You are hereby notified, directed and instructed, that except for your duties as Escrow Holder, that:

A. All conditions precedent to the closing of this transaction for the benefit of the Buyer have been met, satisfied and/or waived to the unqualified satisfaction of the Buyer.

B. All conditions precedent to the closing of this transaction for the benefit of the Seller have been met, satisfied and/or waived to the unqualified satisfaction of the Seller.

C. Buyer and Seller hereby authorizes and direct you to proceed with the closing of this escrow upon your receipt of instruments and funds necessary to complete this transaction. Escrow Holder is further authorized and instructed to close escrow in substantial compliance of the figures, offsets, prorations and disbursements as set forth in their respective estimated settlement statement.

D. Except for escrow holders gross negligence, Buyer and Seller hereby release you from any liability and/or responsibility in connection with said contingencies and/or conditions, except as to any specific duties of the Escrow Holder relating to said contingencies and/or conditions which are set forth and required by the Agreement between the parties which is the subject of this escrow.

E. The parties acknowledge that based on the unresponsiveness of the Clark County Recorder, the recordable closing documents may not be recorded on the same day they are presented to said recorder. Therefore the parties agree that the "Closing Date of Escrow" shall be the date all documents called for in the purchase agreement are delivered to Escrow Holder, funds are ready to be disbursed and recordable documents are presented to the Clark County Recorder and the Company's Recording Clerk has received a will call number from the Clark County Recorder.

F. Nothing contained herein shall be construed, however, to relieve either Buyer or Seller from any obligation either may have to the other; except that you shall have no liability with respect thereto.

This authorization may be executed in any number of counterparts, each of which shall be considered as an original and effective as such.

City Parkway V, Inc., a Nevada non-profit corporation

By:_____
Name: Scott D. Adams
Title: President

The Peto Family Trust

_____
Jeanne Ham Peto, Trustee

First American Title Insurance Company
National Commercial Services
8311 W. Sunset Road, Suite 100, Las Vegas, NV 89113
(702)251-5106 - Fax (702)938-1802

INSTRUCTIONS TO PAY COMMISSION

To: **First American Title Insurance Company National Commercial Services** **06/17/2019**
Commercial Escrow Officer: **Kristin Ravelo** File No.: **NCS-954403-HHLV (KR)**

Property: **527 South Main Street &, 2 East Bonneville Avenue, Las Vegas, Nevada 89101**

Upon close of escrow, you are instructed to pay commission from funds received and/or held by you on my behalf as follows:

Northcap Commercial **(4.0000%) $35,000.00**
1127 South Rancho Drive
Las Vegas, NV 89102
Agent: John Tippins

Attention Brokers/Agents: Is your company due a processing/transaction fee, in addition to the commission stated above, at the close of this escrow? Yes [X] No [ ]
If yes, please state amount: $_____

Broker's Name: John Tippini
Nevada Real Estate License No.: S.72609 Expiration Date: 2021

Acknowledged by: _____
Broker's Signature

This is an IRREVOCABLE COMMISSION ORDER and cannot be amended or revoked, insofar as it relates to payment of commission, without the prior written consent of the Broker(s) named herein, who shall be deemed a party to the escrow for the sole and exclusive purpose of receiving said commission.

I have read and approve the foregoing instruction. I irrevocably instruct Escrow Holder to pay the commission only if this escrow is consummated. The undersigned further instructs Escrow Holder as our agent to deliver copies of all escrow instructions, any amendments thereto, and closing statements, during the term of this escrow to the parties named above, unless we shall have given Escrow Holder written instructions to the contrary.

The Peto Family Trust

_____
Jeanne Ham Peto, Trustee

First American Title Insurance Company
National Commercial Services
8311 W. Sunset Road, Suite 100, Las Vegas, NV 89113
Phone Number: (702)266-8999
FAX: (866)289-5654

ESCROW INSTRUCTIONS

Date:	06/17/2019	Commercial Escrow Officer: Kristin Ravelo
Escrow Number:	NCS-954403-HHLV	
Property:	527 South Main Street &, 2 East Bonneville Avenue, Las Vegas, Nevada 89101 139-34-311-005 and 139-34-311-006	

The undersigned The Peto Family Trust ("Seller") and City Parkway V, Inc., a Nevada non-profit corporation ("Buyer") hereby authorize, direct and instruct First American Title Insurance Company National Commercial Services ("Escrow Holder") as follows:

Buyer and Seller have entered into that certain Sale ("Agreement"), a copy of which is attached hereto as Exhibit "A ". By this reference said Agreement and any amendments or addendum that may be entered into from time to time are incorporated herein and Escrow Holder is authorized and instructed to comply with the provisions therein that are only within the control of Escrow Holder.

In the event that the Agreement provides for title to be vested in an "Assignee and/or "Nominee", Escrow Holder is authorized to insert the name of said assignee/nominee into the deed and related documents prior to delivery and/or recording of same without the benefit of any further written instructions from the Seller, unless the Agreement states otherwise.

Pursuant to the Agreement the parties have agreed that the Seller shall sell and the Buyer shall purchase that certain real property of the Seller, which real property is described as:

As per Exhibit "B " attached thereto and made a part hereof by this reference

If this Agreement or any matter relating thereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severely, to hold Escrow Holder free and harmless from any loss or expense, except losses or expenses as may arise from Escrow Holder's negligence or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to the Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and litigate an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations hereunder. Escrow Holder shall not be held responsible for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it or as to the identity, authority or rights of any person executing such Agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this agreement.

These Escrow Instructions are not intended to modify or amend the Agreement between the Seller and Buyer unless such modification and/or amendment is specifically set forth herein.

Initials: _____ _____

First American Title Insurance Company
National Commercial Services
8311 W. Sunset Road, Suite 100, Las Vegas, NV 89113
Phone Number: (702)266-8999
FAX: (866)289-5654

ESCROW INSTRUCTIONS

Date:	06/17/2019	Commercial Escrow Officer: Kristin Ravelo
Escrow Number:	NCS-954403-HHLV	
Property:	527 South Main Street &, 2 East Bonneville Avenue, Las Vegas, Nevada 89101 139-34-311-005 and 139-34-311-006	

The undersigned The Peto Family Trust ("Seller") and City Parkway V, Inc., a Nevada non-profit corporation ("Buyer") hereby authorize, direct and instruct First American Title Insurance Company National Commercial Services ("Escrow Holder") as follows:

Buyer and Seller have entered into that certain Sale ("Agreement"), a copy of which is attached hereto as Exhibit "A ". By this reference said Agreement and any amendments or addendum that may be entered into from time to time are incorporated herein and Escrow Holder is authorized and instructed to comply with the provisions therein that are only within the control of Escrow Holder.

In the event that the Agreement provides for title to be vested in an "Assignee and/or "Nominee", Escrow Holder is authorized to insert the name of said assignee/nominee into the deed and related documents prior to delivery and/or recording of same without the benefit of any further written instructions from the Seller, unless the Agreement states otherwise.

Pursuant to the Agreement the parties have agreed that the Seller shall sell and the Buyer shall purchase that certain real property of the Seller, which real property is described as:

As per Exhibit "B " attached thereto and made a part hereof by this reference

If this Agreement or any matter relating thereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severely, to hold Escrow Holder free and harmless from any loss or expense, except losses or expenses as may arise from Escrow Holder's negligence or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to the Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and litigate an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations hereunder. Escrow Holder shall not be held responsible for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it or as to the identity, authority or rights of any person executing such Agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this agreement.

These Escrow Instructions are not intended to modify or amend the Agreement between the Seller and Buyer unless such modification and/or amendment is specifically set forth herein.

Initials: _____ _____

This Agreement in all parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

The "General Provisions" are attached hereto and are made a part hereof by this reference.

BUYER:

City Parkway V, Inc., a Nevada non-profit corporation

By: X _____
Name: Scott D. Adams
Title: President

Date: 10/28/19

APPROVED AS TO FORM:

_____
Michael C. Niarchos, Counsel

SELLER:

The Peto Family Trust

_____
Jeanne Ham Peto, Trustee

Date: _____

Initials: X _____ _____

This Agreement in all parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

The "General Provisions" are attached hereto and are made a part hereof by this reference.

BUYER:

City Parkway V, Inc., a Nevada non-profit corporation

By:_____
Name: Scott D. Adams
Title: President

Date:_____

SELLER:

The Peto Family Trust

_____
Jeanne Ham Peto, Trustee

Date:_____

Initials: _____ _____

Exhibit "B "

PARCEL 1:

LOT FOURTEEN (14) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2:

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

Exhibit "B "

PARCEL 1:

LOT FOURTEEN (14) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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

The parties understand and acknowledge:

1. SPECIAL DISCLOSURES:

A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information (i.e. W9), all funds shall be deposited in general escrow accounts in a federally insured financial institution (which may include First American Trust Company which is an affiliate of Escrow Holder) ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing.

B. GOOD FUNDS LAW.

ALL funds to close Escrow and/or to be released early must be deposited into escrow in sufficient time prior to the date of close/release so that funds have cleared and are available in Escrow Holder's account. Wire transfers are immediately disbursable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

C. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its general escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

D. MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder for services such as wire transfers or overnight delivery/courier services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services.

E. METHOD TO DELIVER PAYOFF TO LENDERS/LIEN HOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lien holder in an expeditious manner as demanded by the lender/lien holder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party.

2. PRORATIONS & ADJUSTMENTS

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

3. CONTINGENCY PERIODS

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

4. REPORTS

As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies).

7. PERSONAL PROPERTY TAXES

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

8. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments.

9. CANCELLATION OF ESCROW

Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

10. CONFLICTING INSTRUCTIONS & DISPUTES

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

©2005 First American Title Company of Nevada, a Nevada Corporation (5/9/2005)

The parties understand and acknowledge:

1. SPECIAL DISCLOSURES:

A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information (i.e. W9), all funds shall be deposited in general escrow accounts in a federally insured financial institution (which may include First American Trust Company which is an affiliate of Escrow Holder) ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing.

B. GOOD FUNDS LAW.

ALL funds to close Escrow and/or to be released early must be deposited into escrow in sufficient time prior to the date of close/release so that funds have cleared and are available in Escrow Holder's account. Wire transfers are immediately disbursable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

C. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its general escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

D. MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder for services such as wire transfers or overnight delivery/courier services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services.

E. METHOD TO DELIVER PAYOFF TO LENDERS/LIEN HOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lien holder in an expeditious manner as demanded by the lender/lien holder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party.

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The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

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Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

4. REPORTS

As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies).

7. PERSONAL PROPERTY TAXES

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

8. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments.

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10. CONFLICTING INSTRUCTIONS & DISPUTES

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

©2005 First American Title Company of Nevada, a Nevada Corporation (5/9/2005)

Initials: _____ _____

11. FUNDS LEFT IN ESCROW

A. Funds Held Charge

If funds remain in escrow pursuant to parties instructions, or as a result of insufficient instructions, past the date which is ninety (90) days after Close of Escrow or if escrow has not closed, ninety (90) days after the estimated closing date set forth in the instructions, then a monthly funds held fee of $25.00 shall accrue for each month or fraction thereof that the funds remain in escrow.

B. Dormancy Charge

If checks issued by Escrow Holder are not cashed a dormancy fee of $50.00 per year shall accrue on any funds that remain in escrow 180 days or more after the date (or estimated date) of the closing of the transaction pursuant to which the funds were deposited.

C. Release of Monthly and Annual Charges

Escrow Holder is authorized to deduct the monthly funds held fee directly from the funds held on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.) and or the annual dormancy fee. The parties acknowledge and agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminder and other notifications and processing of the funds so held.

12. USURY

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

13. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

14. INSURANCE POLICIES

In all matters relating to insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

15. COPIES OF DOCUMENTS; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Holder, the originals of such documents shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded ***MUST*** contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

16. COOPERATION REGARDING INADVERTENT ERROR

Should adjustments be required after close of escrow due to clerical errors or oversight, the parties shall cooperate as required to assist Escrow Holder in effecting such corrections including, but not limited to, the payment of funds, execution of documents, etc.

17. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

18. SPECIAL PROPERTY DISCLOSURES

A. WOODSTOVE (WASHOE COUNTY ONLY)

Washoe County Health Department ("HD") requires that as a condition of closing of escrow, Escrow Holder has in its possession either a "compliance Certificate" or "Notice of Exemption" signed by the parties and approved in writing by HD. Escrow Holder is authorized to advance the cost of the HD documents from funds held in escrow.

B. NEVADA PROPERTY DISCLOSURE

Nevada law mandates that a seller of residential property deliver to the buyer (a) a "Seller's Property Disclosure Form" or "Waiver Form" at least ten (10) days prior to transfer of the property, and (b) copies of homeowner association by laws, minutes and financial statements prior to the transfer of the property. Buyer and Seller agree that these deliveries shall be made between the parties outside of escrow and Escrow Holder is not to be concerned with this matter.

19. TAX REPORTING, WITHHOLDING & DISCLOSURE

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. ***WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.***

A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing. Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

B. FEDERAL WITHHOLDING & REPORTING

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

C. OTHER STATE'S WITHHOLDING OBLIGATIONS

If withholding is required by the laws of any state other than Nevada, that withholding obligation is the sole responsibility of the parties and Escrow Holder is not obligated to withhold or to notify the parties of any such obligation.

D. TAXPAYER IDENTIFICATION DISCLOSURE

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

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11. FUNDS LEFT IN ESCROW

A. Funds Held Charge

If funds remain in escrow pursuant to parties instructions, or as a result of insufficient instructions, past the date which is ninety (90) days after Close of Escrow or if escrow has not closed, ninety (90) days after the estimated closing date set forth in the instructions, then a monthly funds held fee of $25.00 shall accrue for each month or fraction thereof that the funds remain in escrow.

B. Dormancy Charge

If checks issued by Escrow Holder are not cashed a dormancy fee of $50.00 per year shall accrue on any funds that remain in escrow 180 days or more after the date (or estimated date) of the closing of the transaction pursuant to which the funds were deposited.

C. Release of Monthly and Annual Charges

Escrow Holder is authorized to deduct the monthly funds held fee directly from the funds held on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.) and or the annual dormancy fee. The parties acknowledge and agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminder and other notifications and processing of the funds so held.

12. USURY

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

13. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

14. INSURANCE POLICIES

In all matters relating to insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

15. COPIES OF DOCUMENTS; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Holder, the originals of such documents shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded ***MUST*** contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

16. COOPERATION REGARDING INADVERTENT ERROR

Should adjustments be required after close of escrow due to clerical errors or oversight, the parties shall cooperate as required to assist Escrow Holder in effecting such corrections including, but not limited to, the payment of funds, execution of documents, etc.

17. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

18. SPECIAL PROPERTY DISCLOSURES

A. WOODSTOVE (WASHOE COUNTY ONLY)

Washoe County Health Department ("HD") requires that as a condition of closing of escrow, Escrow Holder has in its possession either a "compliance Certificate" or "Notice of Exemption" signed by the parties and approved in writing by HD. Escrow Holder is authorized to advance the cost of the HD documents from funds held in escrow.

B. NEVADA PROPERTY DISCLOSURE

Nevada law mandates that a seller of residential property deliver to the buyer (a) a "Seller's Property Disclosure Form" or "Waiver Form" at least ten (10) days prior to transfer of the property, and (b) copies of homeowner association by laws, minutes and financial statements prior to the transfer of the property. Buyer and Seller agree that these deliveries shall be made between the parties outside of escrow and Escrow Holder is not to be concerned with this matter.

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Initials: _____ _____

First American Title Insurance Company
Kristin Ravelo
8311 W. Sunset Road, Suite 100
Las Vegas, NV 89113

Escrow No.: NCS-954403-HHLV

The undersigned hereby acknowledge receipt of a copy of First American Title Insurance Company Pro Forma Owners Policy of Title Insurance Policy Number 5011416-954403. We have read and approve the Pro Forma and accept same with the exception of the items listed below. Further we approve the legal description as being the property which is the subject of this escrow.

COMMITMENT/PRELIMINARY REPORT IS HEREBY APPROVED IN ITS ENTIRETY WITH THE EXCEPTION OF ITEMS:

NONE

Date: _____

City Parkway V, Inc., a Nevada non-profit corporation

By: _____
Name: Scott D. Adams
Title: President

APPROVED AS TO FORM:

_____
Michael C. Niarchos, Counsel

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the "**Agreement**") is made and entered into as of the 16th day of October, 2019 (the "**Effective Date**"), by and between **Vegas Epicenter, LLC, a** Utah limited liability company (hereinafter referred to as "**Seller**"), and **City Parkway V, Inc.**, a Nevada nonprofit corporation (hereinafter referred to as "**Purchaser**").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. Sale of Property. Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the following:

1.1.1. Land. That certain real property comprising approximately 0.17 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, commonly described as 523 South Main Street, Las Vegas, Nevada 89101 also known as Clark County Assessor's parcels numbered 13934311004 (the "**Land**").

1.1.2. Real Property. All rights and privileges appurtenant to Seller's interest in the Land, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the Land (the Land and all such easements and appurtenances are sometimes collectively referred to herein as the "**Real Property**").

The Real Property is sometimes hereinafter referred to as the "**Property**". It is hereby acknowledged by the parties that Seller shall not convey to Purchaser claims relating to any real property tax refunds or rebates, existing insurance claims and any existing claims against current and previous tenants of the Property, in each case accruing for periods prior to Closing, which claims shall be reserved by Seller, if any.

1.1.3 Sellers. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners or members, of each of the Seller Parties, as well as all persons and entities holding more than one percent (1%) interest in each of the Seller Parties or any principal, partner or member of each of Seller Parties. Seller shall provide Purchaser with written notification of any material change in the above disclosure within thirty (30) days of any such change.

ARTICLE II.

Purchase Price

2.1. Purchase Price. The purchase price for the Property shall be One Million Four Hundred Thousand Dollars ($1,400,000.00) (the "**Purchase Price**"). The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing by wire transfer of immediately available federal funds.

ARTICLE III.

Deposit

3.1 Deposit. Within three (3) business days after the mutual execution of this Agreement, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to **Twenty-five Thousand and 00/100 Dollars** ($25,000.00) (the "**Deposit**") with Chicago Title of Nevada located at 9075 West Diablo, Suite 100, Las Vegas, Nevada 89148, Attention: Jennifer Reinink (the "**Escrow Agent**"), in immediately available federal funds. The proceeds of the Deposit shall be deposited and held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. The Deposit shall be refundable to Purchaser until expiration of the Feasibility Period (defined below), after which it shall become nonrefundable to Purchaser, subject to the terms hereof. By its execution hereof, the Escrow Agent shall confirm and acknowledge receipt of the Deposit.

3.2. Intentionally Omitted.

3.3. Application of Deposit. If the Closing occurs, the Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit shall be held and delivered as hereinafter provided.

3.4. Interest on Deposit. The Deposit shall (i) be held in an interest-bearing escrow account by Escrow Agent, and (ii) include any interest earned thereon. To allow the interest bearing account to be opened, Purchaser shall provide Escrow Agent with a completed W-9 form. All interest accruing on the Deposit shall be held for the account of Purchaser.

3.5. Escrow Agent. Escrow Agent is executing this Agreement to acknowledge Escrow Agent's responsibilities hereunder, which may be modified only by a written amendment signed by all of the parties. Any amendment to this Agreement that is not signed by Escrow Agent shall be effective as to the parties thereto, but shall not be binding on Escrow Agent. Escrow Agent shall accept the Deposit with the understanding of the parties that Escrow Agent is not a party to this Agreement except to the extent of its specific responsibilities hereunder, and does not assume or have any liability of the performance or non-performance of Purchaser or Seller hereunder to either of them. Additional provisions with respect to the Escrow Agent are set forth in Section 16.17 hereof.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1. **Closing**. The closing of the purchase and sale of the Property (the "**Closing**") shall occur on or before January 16, 2020 (the "**Closing Date**"). The Closing shall take place through the Escrow Agent, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the Closing Date, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

4.2. **Prorations**. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise specifically set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of Section 4.2 shall survive the Closing.

4.2.1. **Taxes**. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property to, but not including, the Closing Date. If the real estate and/or personal property tax rate and assessments have not been set for the year in which the Closing occurs, then the proration of such taxes shall be based upon the rate and assessments for the preceding tax year and such proration shall be adjusted in cash between Seller and Purchaser upon presentation of written evidence that the actual taxes paid for the year in which the Closing occurs differ from the amounts used in the Closing in accordance with the provisions of Section 4.2.5 hereof. All taxes imposed due to a change of use of the Property after the Closing Date shall be paid by Purchaser. If any taxes which have been prorated shall subsequently be reduced by abatement, the amount of such abatement, shall be equitably apportioned between the parties hereto.

4.2.2. **Insurance**. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser as of the Closing Date.

4.2.3. **Calculations**. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of the Closing Date and a three hundred sixty five (365) day year. The amount of such prorations shall be initially calculated at least five (5) business days prior to Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use their best efforts to make such adjustments no later than ninety

(90) days after the Closing. Except as set forth in this Section 4.2, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser.

4.2.4. Prepaid Items. Any prepaid items, including, without limitation, rent, fees for licenses which are transferred to Purchaser at the Closing and annual permit and inspection fees shall be apportioned between Seller and Purchaser at the Closing.

4.3. Closing and other Costs.

(a) Seller shall pay (i) delinquent property taxes and assessments (if any); (ii) one-half of the escrow fees and costs; (iii) the premium for the ALTA standard title insurance policy; (iv) all real property transfer taxes; and (v) Seller's share of prorations.

(b) Purchaser shall pay (i) the cost of extended ALTA owner's title policy and endorsements requested by Purchaser; (ii) one-half of the escrow fees and costs; (iii) all recording fees for the Deed (as defined in Section 11.2.1); (iv) the cost of any Survey (as defined in Section 6.1); and (v) Purchaser's share of prorations. Purchaser and Seller shall each pay their own respective legal and professional fees.

(c) Purchaser shall pay one hundred percent (100%) of all costs of Purchaser's due diligence, including fees due its consultants and all costs and expenses of any new or updated Phase I or other environmental studies which Purchaser desires to obtain with respect to the Property.

(d) Purchaser shall cooperate with seller Vegas Epicenter LLC to accomplish a 1031 tax deferred exchange at no expense to Purchaser

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period

5.1. Right to Evaluate. Commencing on the Effective Date and continuing until 5:00 p.m. Pacific December 19th, 2019 (the "**Feasibility Period**"), Purchaser and its agents shall have the right during business hours (with reasonable advance notice to Seller and subject to the rights of tenants in possession), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, in its sole and absolute discretion; provided, however, that in no event shall (i) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, (ii) Purchaser or its agents or representatives conduct any invasive physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "**Physical Testing**"), without Seller's prior written consent, which consent for matters relating to developing the Property shall not be unreasonably withheld, but consent for

matters relating to environmental testing may be given or withheld in Seller's sole discretion, or (iii) Purchaser or its agents or representatives conduct interviews with any tenants or other occupants of the Property.

Seller shall cooperate with Purchaser's investigations of the Property. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any such inspection, provided Seller or its agents do not unreasonably interfere with such inspections.

In the event Purchaser desires to conduct any Physical Testing of the Property, then Purchaser shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval may be given or withheld in Seller's sole discretion. If Seller does not approve the Physical Testing or approves only a portion thereof or fails to provide notice of grant or denial within five (5) business days following Purchaser's request, Purchaser may, at its option, by sending written notice to Seller, elect to conduct during the Feasibility Period that portion of the Physical Testing approved by Seller, if any, or if Seller disapproves the entire proposed Physical Testing, affirmatively agree to forego any Physical Testing of the Property (the foregoing options to Purchaser shall be in addition to Purchaser's termination right as provided in Section 5.4). In no event shall Seller be obligated, as a condition of this transaction, to perform or pay for any environmental remediation of the Property recommended by any such Physical Testing. After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition the Property was in prior to such tests and inspections, subject to reasonable wear and tear arising from such Physical Testing (which obligation shall survive any termination of this Agreement).

In accordance with Section 41.038 of the Nevada Revised Statutes, Purchaser has adopted a self-insured liability program. The city self-insures each occurrence. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund", and is supported by an annual budgetary allocation. In addition, in accordance with Section 354.580 of the Nevada Revised Statutes, Purchaser has adopted a Self-Insured Workers' Compensation Program, effective December 19, 1985. Purchaser self-insures each occurrence up to $1 million for non-public safety personnel and up to $4 million for public safety personnel, and purchases commercial excess insurance, with statutory limits. This self-insured workers' compensation program is established by a funded reserve system appropriately known as the "Industrial Self-Insurance Expendable Trust Fund", and is supported by an annual budgetary allocation. Purchaser will maintain these programs during the Feasibility Period. Seller acknowledges that Purchaser is not able to provide Seller a certificate naming Seller as an additional insured.

In addition, prior to Purchaser's contractors entering the Property to conduct the inspections and tests described above and Purchaser shall deliver to Seller evidence of the following insurance coverage: Purchaser shall cause its contractors involved in the inspections and tests to provide general liability insurance in the amount of One Million and No/100 Dollars ($1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policies to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser's, its agents, employees and/or contractors in connection with such inspections and tests.

5.2. Inspection Obligations and Indemnity. In connection with Purchaser's inspection and permitted Physical Testing of the Property, Purchaser and its agents and representatives shall: (a) not damage any part of the Property, except as reasonably necessary to conduct the Physical Testing, or damage any personal property owned or held by any tenant; (b) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees, or any tenant; (e) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (g) restore the Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken, subject to reasonable wear and tear arising from such inspection; and (h) not reveal or disclose any information obtained during the Feasibility Period concerning the Property to anyone outside Purchaser's organization other than its agents, attorneys, lenders, consultants and representatives, except to the extent required by law, including, without limitation, Chapter 239 of Nevada Revised Statutes – Public Records, or pursuant to judicial or administrative mandate. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property, including any approved Physical Testing.

Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its members, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) to the extent arising solely out of Purchaser's or Purchaser's agents' actions taken in, on or about the Property in the exercise of the rights granted pursuant to Section 5.1; provided, however, in no event shall Purchaser be liable in any manner or have any indemnification or remediation obligation to Seller for the mere uncovering or discovery of any condition(s) at the Property. Purchaser's indemnification, defense and hold harmless obligations shall not apply to any liabilities arising from Seller's negligence, willful or wanton misconduct or Pre-Existing Conditions, except to the extent such Pre-Existing Conditions were exacerbated due to Physical Testing by Purchaser or Purchaser's agents. "**Pre-Existing Conditions**" means any and all contamination located at, on or beneath the Land, including without limitation contamination of soils, surface water and groundwater, existing at the time of the Physical Testing. Seller advises Purchaser that various types of contamination may exist on or under the Land as a result of the historical use of the Land and/or land adjoining or in the vicinity of the Land and shall take, or cause Purchaser's agents to take, appropriate precautions in connection with any Physical Testing.

This Section 5.2 shall survive the Closing or any earlier termination of this Agreement; provided, however, Seller must notify Purchaser in writing of any claim for which it is seeking indemnification from Purchaser under this Section 5.2 within sixty (60) days of obtaining actual knowledge of such claim.

5.3. Independent Examination. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller (excluding the matters expressly represented by Seller in Article VII hereof) or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. The provisions of this Section 5.3 shall survive Closing or any earlier termination of this Agreement.

5.4. Feasibility Period Termination Right. In the event that Purchaser determines that it does not desire to acquire the Property for any reason or no reason, Purchaser shall provide written notice of such determination to Escrow Agent and Seller on or before the end of the Feasibility Period, and, subject to the Surviving Termination Obligations (as defined in Section 16.12 herein), this Agreement shall terminate, the Deposit shall be delivered to Purchaser without the need for any additional documentation and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Feasibility Period, time being of the essence, the termination right described in this Section 5.4 shall be immediately null and void and of no further force or effect and the Deposit shall be immediately released by Escrow Agent to Seller and shall become non-refundable to Purchaser.

ARTICLE VI.

Title and Survey Matters

6.1. Title and Survey. Purchaser has received from First American Title Insurance Company (the "**Title Company**") a title commitment (the "**Title Commitment**"), including legible copies (to the extent available) of title exception documents, to Purchaser. Purchaser, at its sole cost and expense, shall provide an ALTA survey of the Real Property (the "**Survey**"). Seller acknowledges that Purchaser's in house survey team will be performing the Survey. Purchaser shall instruct the surveyor to deliver a copy of the Survey, to Seller simultaneously with its delivery to Purchaser. The final legal description of the Real Property will be determined by such Survey. The legal description delivered to Escrow Agent will then be the legal description for the Real Property for use in the Deed provided by Seller to Purchaser at the Closing. If Purchaser does not elect to obtain the ALTA survey, then the legal description in the Title Commitment shall control. Purchaser shall have until ten (10) days after the later of the date of receipt of both the Title Commitment and the Survey (the "**Title Objection Period**"), to give Seller written notice (the "**Title Objection Notice**") as to what exceptions to title, if any, Purchaser will not accept in Purchaser's sole and absolute discretion ("**Title Objections**"). However, irrespective of if and when Purchaser receives the survey, in all events, the Title Objection Period shall expire not later than May 15, 2019 (the "**Title Objection Period Deadline**"). Seller shall have five (5) business days after receipt of Purchaser's Title Objections to give Purchaser written notice: (i) that it shall take such actions as may be reasonably necessary to remove, cure or insure around all of the Title Objections prior to closing (the "**Seller Cure Period**"); or (ii) that Seller elects not to cause all or some of such Title Objections to be removed. If Seller gives Purchaser notice under clause (ii), or if Seller gives Purchaser notice under clause (i) but fails to remove, cure or otherwise insure around all of the Title Objections within the Seller Cure Period, Purchaser shall have five (5) business days after (x) the expiration of the Seller Cure Period if Seller gives Purchase notice under clause (i), and (y) receipt of Seller's notice if Seller gives Purchaser notice under clause (ii), to give written notice to Seller electing to either (1) proceed with the purchase of the Property subject to such Title Objections, or (2) terminate this Agreement, failing which Purchaser shall conclusively be deemed to have elected option (2) above. Those items or matters revealed by the Title Commitment and/or Survey which are not timely objected to or which are timely objected to but subsequently waived in writing by Purchaser are referred to individually herein as a "**Permitted Exception**" and

collectively as the "**Permitted Exceptions**." Notwithstanding any other provision of this Agreement or any objection by Purchaser, the Permitted Exceptions shall include (a) all non-delinquent property taxes and assessments, and (b) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser. Notwithstanding the foregoing, any new title information received by Seller or Purchaser after the expiration of the Title Objection Period or Seller's Cure Period, as applicable, from a supplemental title report or other source which is not the result of the acts or omissions of Purchaser or its agents, contractors or invitees (each a "**New Title Matter**") shall be subject to the same procedure provided in this Section 6.1 (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the Title Objection Period and Seller's Cure Period for any New Title Matters shall be five (5) business days each. The Closing shall be delayed as needed to accommodate such additional time periods or as otherwise needed for purposes of this Section 6.1.

6.2. Governmental Applications. Without Seller's prior written consent, prior to Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof, other than with respect to the pending Award.

ARTICLE VII.

Representations and Warranties of Seller

7.1. Seller's Representations. Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property:

7.1.1. Authority. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject. All documents which are to be executed by Seller and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller, (b) be legal, valid and binding obligations of Seller, and (c) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

7.1.2. Bankruptcy or Debt of Seller. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Seller has received no written notice of (a) the filing of an involuntary petition by Seller's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

7.1.3. Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

7.1.4. No Other Agreements. Other than this Agreement or as may be contained in any matters of record, Seller has not entered into any outstanding written agreements, options, rights of first refusal, conditional sales agreements or other agreements or arrangements regarding the purchase and sale of the Property.

7.1.6. No Possessory Rights. There are no outstanding leases or tenancies for, or parties in possession of, any part of the Real Property, and there are no rights of possession to the Real Property, or any portion thereof, which have been granted to any third party or parties.

7.1.7. Litigation. There is no litigation, arbitration or other legal or administrative suit, action, proceeding, investigation or claim pending or, to Seller's knowledge, threatened against or involving the Property or any part thereof, or Seller in relation to the Property (including, without limitation, any proceedings in condemnation or eminent domain).

7.1.8. Violations. Seller has received no written notice issued by any governmental authority having jurisdiction over the Property of any violations of, or non-compliance with, any applicable law.

7.1.9. Employment. Seller has no employees at the Property.

7.1.10. ERISA. Seller hereby represents and warrants to Purchaser that (a) Seller is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "**ERISA**") nor an entity whose assets are deemed to be plan assets under ERISA and (b) the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Purchaser shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Seller's representation is found to be false or misleading in any respect.

7.1.11. Terrorist Organization Lists. Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.1.12. Intentionally omitted.

7.2. Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, without any independent investigation having been made or any implied duty to investigate, and not any implied, imputed or constructive knowledge **to Vegas Epicenter** LLC **John**

Enomoto.

7.3. **Survival**. The express representations and warranties made in this Agreement by Seller shall not merge into any instrument or conveyance delivered at the Closing provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

8.1.1 **Authority**. Purchaser is a Nevada nonprofit corporation. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents which are to be executed by Purchaser and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser, (b) be legal, valid and binding obligations of Purchaser, and (c) not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

8.1.2. **Bankruptcy or Debt of Purchaser**. Purchaser has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

8.1.3. **ERISA Compliance**. Purchaser hereby represents and warrants to Seller that (a) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "**ERISA**") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

8.1.4. **Terrorist Organization Lists**. Purchaser is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person

designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8.2. Purchaser's Acknowledgment and Release of Seller.

(a) As Is. Purchaser acknowledges and agrees that it is purchasing Property on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair, and except as expressly contained in Seller's representations (as set forth in Section 7.1 hereof), Purchaser hereby waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, direct or indirect, oral or written, including, by way of description, but not limitation, those of habitability, fitness for a particular purpose, and use. Without limiting the generality of the foregoing. Purchaser expressly acknowledges that, except as otherwise provided in Seller's representations in this Agreement, Seller makes no representations or warranties concerning, and hereby expressly disclaims any representations or warranties concerning: (i) the value, nature, quality or condition of the Property; (ii) any restrictions related to development of the Property; (iii) the applicability of any governmental requirements; (iv) the suitability of the Property for any purpose whatsoever; (v) the presence in, on, under or about the Property of any Hazardous Material or any other condition of the Property which is actionable under any Environmental Laws; (vi) compliance of the Property or any operation thereon with the laws, rules, regulations or ordinances of any applicable governmental body; (vii) the presence or absence of, or the potential adverse health, economic or other effects arising from, any magnetic, electrical or electromagnetic fields or other conditions caused by or emanating from any power lines, telephone lines, cables or other facilities, or any related devices or appurtenances, upon or in the vicinity of the Property; or (viii) the presence or absence of radon gas within the Property.

As used herein, "Hazardous Materials" shall mean, collectively, any chemical, material, substance or waste which is or hereafter becomes defined or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant" or "contaminant," or words of similar import, under any Environmental Law, and any other chemical, material, substance, or waste, exposure to, disposal of, or the release of which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority or otherwise poses an unacceptable risk to public health, welfare or the environment.

As used herein, "Environmental Laws" shall mean all applicable local, state and federal environmental rules, regulations, statutes, laws and orders, as amended from time to time relating to the public health, safety, welfare or the environment, including, but not limited to, all such rules, regulations, statutes, laws and orders regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment, including, without limitation, Chapter 459 of the Nevada Revised Statutes and the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq), as amended by the Superfund Amendments and Reauthorization Act of 1986.

(b) Release. Purchaser agrees that, except for a breach of Seller's representations in Section 7.1 hereof, Seller shall not be responsible or liable to Purchaser for any condition affecting the Property because Purchaser is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Purchaser, or anyone claiming by, through or under Purchaser pursuant to an assignment of this Agreement by Purchaser or any transfer of the Property by Purchaser after Closing to an affiliate of Purchaser, hereby fully releases Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents from and irrevocably waives its right to maintain any and all claims and causes of action that it may now have or hereafter acquire against Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions affecting the Property, except to the extent that such loss or other liability results from a breach of Seller's representations or warranties in this Agreement. Purchaser hereby waives any Environmental Claim which it now has or in the future may have against Seller. The foregoing release and waiver shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

As used herein, "Environmental Claim" shall mean any claim, action, cause of action, suit, or demand Purchaser has or may have against Seller concerning the Property, or any part thereof, pursuant to applicable Environmental Laws.

(c) Bargaining Position. Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to the provisions of this Section 8.2 as part of the negotiations for the transaction contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and Purchaser has conferred with such legal counsel concerning this waiver.

(d) Survive Closing. The provisions of this Section 8.2 shall survive the Closing and the delivery of the Deed to Purchaser.

8.3. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect.

ARTICLE IX.

Seller's Interim Operating Covenants

9.1. **Operations**. During the period from the Effective Date until Closing, Seller shall, in accordance with existing business practices, manage, maintain and operate the Property.

9.2. **Maintain Insurance**. Seller shall maintain in full force and effect until the Closing Date its existing insurance coverages (as of the Effective Date).**Seller maintains and has no insurance on this property, land is raw,undeveloped and unimproved.**

9.3. **Conveyances**. Seller shall not convey any interest in the Property to any third party.

ARTICLE X.

Closing Conditions

10.1. **Conditions to Obligations of Seller**. The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. **Representations, Warranties and Covenants of Purchaser**. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date.

10.1.2. **No Orders**. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.1.3. **No Suits**. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Seller before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Seller or any of its affiliates in connection with the transactions contemplated by this Agreement.

10.2. **Conditions to Obligations of Purchaser**. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. **Representations, Warranties and Covenants of Seller**. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Seller shall have performed and complied in all material respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.2.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Purchaser before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Purchaser in connection with the transactions contemplated by this Agreement.

10.2.5. Title Policy. Upon recordation of the Deed and payment of the title insurance premiums, the Title Company shall be irrevocably committed to issue to Purchaser an Owner's Policy of Title Insurance, at least in the amount of the Purchase Price, together with all approved endorsements (collectively, "**Title Policy**") insuring Purchaser as the fee owner of the Property, subject only to the Permitted Exceptions, and receipt by the Title Company from Seller of any title affidavit required by the Title Company for the issuance of the Title Policy.

10.2.6. Possession of the Property. Delivery by Seller of possession of the Property, subject to all matters of record.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following:

11.1.1. The Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 12:00 noon Pacific time on the day of the Closing.

11.2. Seller's Closing Obligations. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser at or prior to the Closing the following:

11.2.1. A deed (the "**Deed**") in recordable form properly executed and acknowledged by Seller conveying to Purchaser the Property described on Exhibit A in fee simple, subject to all matters of record substantially in the form attached hereto as Exhibit B.

11.2.2. Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power and authority to do so.

11.2.3. A certificate substantially in the form attached hereto as Exhibit C **("Non-Foreign Entity Certification")** certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

ARTICLE XII.

Risk of Loss

12.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is Material (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after receipt of Seller's notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (x) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, net of any costs of repairs, if any, and net of reasonable collection, if any, costs by Seller (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty or condemnation including any rent abatement insurance for such casualty or condemnation and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and, after deducting Seller's reasonable costs and expenses incurred in collecting any award, Seller shall assign, without recourse, all remaining awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of the applicable deductible and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any costs of repairs and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty including any rent abatement insurance for such casualty.

12.4. Materiality. For purposes of this Article XII, (i) with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, excluding, however, any taking solely of subsurface rights or takings for utility easements or right of way easements, if the surface of the Property, after such taking, may be used in substantially the same manner as though such rights had not been taken, and (ii) with respect to a casualty, the term "**Material**" shall mean any casualty such that the cost of repair, as reasonably estimated by

Seller's engineer and Purchaser's engineer, is in excess of One Hundred Thousand Dollars ($100,000.00).

ARTICLE XIII.

Default

13.1. Default by Seller. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the Default (as defined in Section 13.3) of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, either to (i) terminate this Agreement by written notice to Seller within ten (10) days following the Closing Date (the **"Default Termination Notice"**), in which event (A) Purchaser shall receive the Deposit from the Escrow Agent, and (B) Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Fifty Thousand and 00/100 Dollars ($50,000.00), after which Seller shall not have any additional liability whatsoever to Purchaser hereunder other than with respect to the Surviving Termination Obligations (as defined in Section 16.12 hereof), or (ii) enforce specific performance of the obligations of Seller hereunder. Purchaser shall be deemed to have elected to terminate this Agreement (as provided in clause (i) above) if Purchaser fails to deliver to Seller written notice of its intent to file a cause of action for specific performance against Seller on or before ten (10) days after the Closing Date (a **"Specific Performance Notice"**), or having given Seller a Specific Performance Notice, fails to file a lawsuit asserting such cause of action within ninety (90) days after the Closing Date. Notwithstanding the foregoing, if Seller's Default consists of the conveyance of the Property to a third party while this Agreement is in effect, then Purchaser shall also be entitled to pursue all remedies available at law or in equity.

13.2. Default by Purchaser. In the event the Closing and the transactions contemplated hereby do not occur as provided herein solely by reason of any Default of Purchaser, Purchaser and Seller agree it would be impractical and extremely difficult to fix the damages which Seller may suffer. Therefore, Purchaser and Seller hereby agree a reasonable estimate of the total net detriment Seller would suffer in the event Purchaser Defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), a sum equal to the Deposit, and any interest accrued thereon which shall be paid to Purchaser. Upon such Default by Purchaser, Seller shall have the right to receive the Deposit (adjusted as provided in the immediately preceding sentence) from the Escrow Agent as its sole and exclusive remedy and thereupon this Agreement shall be terminated and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except with respect to the Surviving Termination Obligations. The amount of the Deposit (as adjusted) shall be the full, agreed and liquidated damages for Purchaser's Default and failure to complete the purchase of the Property, all other claims to damages or other remedies being hereby expressly waived by Seller. Notwithstanding the foregoing, nothing contained herein shall limit Seller's remedies at law or in equity as to the Surviving Termination Obligations.

13.3 **Default Cure Period.** Notwithstanding anything else contained herein, a party shall only be deemed to be in default under this Agreement (a "Default") when such party has failed to comply with any of the terms and/or conditions of this Agreement and has

failed to cure such noncompliance within five (5) business days following written notice from the other party, which notice shall state the alleged noncompliance with reasonable specificity.

ARTICLE XIV.

Brokers

14.1. Brokers. Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby other than Simply Vegas (Michael Mack and Tim Shaw) ("Seller's Broker") (there is no Purchaser's broker). The Seller's Broker shall be paid by Seller, only upon the Closing of the purchase and sale contemplated hereby, pursuant to a separate agreement between Seller and Seller's Broker (the "**Brokerage Commission**"). The Brokerage Commission shall be Seller's sole liability" to Seller's Broker. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of Purchaser's (or its nominee's) representations and warranties contained in this Article XIV. Seller hereby agree to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing or earlier termination of this Agreement. **Simply Vegas Real Estate Tim Shaw Broker Salesman NVBS.0002607 and Michael Mack Broker Salesman NVBS.0001069 represent the Seller only in this transaction.**

ARTICLE XV.

Confidentiality

15.1. Confidentiality.

15.1.1 Nevada Public Records Act. Seller acknowledges that Purchaser is subject to the Nevada Public Records Act (Nevada Revised Statutes, Chapter 239) and that all documents submitted by Seller to Purchaser will be subject to the Nevada Public Records Act. Seller agrees that any disclosure of any documents, emails or other items or matter

required to be disclosed under the Nevada public Records Act is permitted and authorized. Purchaser and Seller shall have the right to announce the purchase and sale of the Property in newspapers and real estate trade publications (including "tombstones") provided that each party shall consult with the other party with respect to any such notice or publication, and shall reasonably consider any comments or objections of the other party. The provisions of this Section 15.1.1 shall survive Closing.

ARTICLE XVI.

Miscellaneous

16.1. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by e-mail delivery with e-mail confirmation of receipt of the same from Escrow Agent, by hand delivery with receipt therefor, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Seller:
Vegas Epicenter, LLC
2035 Heather Drive
Monterey Park, CA 91755
Attn: John Enomoto
Phone: (323) 697-2046
Email: Vegasepicenter@gmail.com

To Purchaser:
City Of Las Vegas
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

With a copy to:
City Attorney Office
City Hall, Sixth Floor
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov
Attn: John Ridilla

To Escrow Agent: Kristin Ravelo
Commercial Escrow Officer
First American Title Insurance Company
2500 N. Buffalo Drive #150
Las Vegas, NV 89138
Phone No.: (702)251-5106
Email: KRavelo@FirstAm.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon the Effective Date when fully executed by Seller and Purchaser.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Friday, Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Friday, Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

16.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

16.8. Assignment. Purchaser shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion; provided that Purchaser shall in no event be released from any of its obligations or liabilities hereunder as a result of any such assignment.

Notwithstanding anything to the contrary stated above, Seller hereby authorizes Purchaser to assign this Agreement without Seller's consent to any Affiliate (as defined below) of Purchaser, provided that (i) such assignee assumes Purchaser's obligations under this Agreement pursuant to a written agreement in form and substance reasonably acceptable to Seller; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days after the execution thereof (and in no event less than three (3) business days prior to Closing) and reaffirms all of the representations and warranties of Purchaser herein and (iii) Purchaser shall remain liable for, and shall not be released from

the performance of Purchaser's obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement. For purposes of this Section 16.8, "**Affiliate**" shall mean an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under the common control with, Purchaser.

16.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.10. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.12. Survival. Except as otherwise specifically provided for in this Agreement (collectively, the **"Surviving Termination Obligations"**), the provisions of this Agreement and the representations and warranties herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

16.13. Exhibits and Schedules. Exhibits A through D attached hereto are incorporated herein by reference.

16.14. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

16.15. Limitation of Liability. The obligations of Seller are binding only on Seller and Seller's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Seller, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents and any liability of Seller hereunder and under the documents executed and delivered by Seller at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.1 of this Agreement. All documents to be executed by Seller shall also contain the foregoing

exculpation. The obligations of Purchaser are binding only on Purchaser and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Purchaser, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Purchaser, or of any of Purchaser's employees or agents and any liability of Purchaser hereunder and under the documents executed and delivered by Purchaser at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.2 of this Agreement. All documents to be executed by Purchaser shall also contain the foregoing exculpation.

16.16. Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 16.16 shall survive Closing or any earlier termination of this Agreement.

16.17. Escrow Agreement.

16.17.1. Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent, and, upon receipt of the Deposit from Purchaser, Escrow Agent shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

16.17.2. Real Estate Reporting Person. Escrow Agent is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person.

16.17.3. Liability of Escrow Agent. The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser or Seller as to how the Deposit (which, for purposes of this Section shall be deemed to also include any other escrowed funds held by the Escrow Agent pursuant to this Agreement) should be disbursed. Any notice sent by Seller or Purchaser (the

"Notifying Party") to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 16.1 herein (the **"Notice Parties"**). If the Notice Parties do not object to the Notifying Party's notice to the Escrow Agent within ten (10) days after the Notice Parties' receipt of the Notifying Party's certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such ten (10) days, written notice to the Escrow Agent disputing the Notifying Party's certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent's failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the Deposit, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. The obligations of Seller and/or Purchaser with respect to the Escrow Agent are intended to be binding only on Seller and Seller's assets and/or Purchaser and Purchaser's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller or Purchaser, or of any of Seller's or Purchaser's employees or agents.

16.18. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

16.19. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

16.20. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act, including, without limitation, the contingency periods set forth herein, shall be extended for the period of the delay. Force Majeure shall excuse the performance by that party, as aforesaid, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within ten (10) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay. Delays or failure to perform resulting from lack of

funds or financial inability shall not be deemed delays beyond the reasonable control of a party. No extension of time will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Property is located.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

SELLER:

Vegas Epicenter, LLC, a Utah limited liability company

By: _____

Name: JOHN Y. ENOMOTO

Title: CFO

PURCHASER:

CITY PARKWAY V, INC.,
a Nevada nonprofit corporation

By: _____

Name: SCOTT D. ADAMS

Title: PRESIDENT

APPROVED AS TO FORM

_____
10-1-19

The Escrow Agent hereby executes this Agreement for the sole purpose of acknowledging receipt of the Deposit and its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

Chicago Title Of Nevada

By:_____

Name:_____

Title:_____

Date:_____

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	-	Site Plan
Exhibit A-1	-	Legal Description
Exhibit B	-	Form of Deed
Exhibit C	-	Form of Non-Foreign Entity Certificate
Exhibit D	-	Disclosure of Principals

EXHIBIT A

SITE PLAN

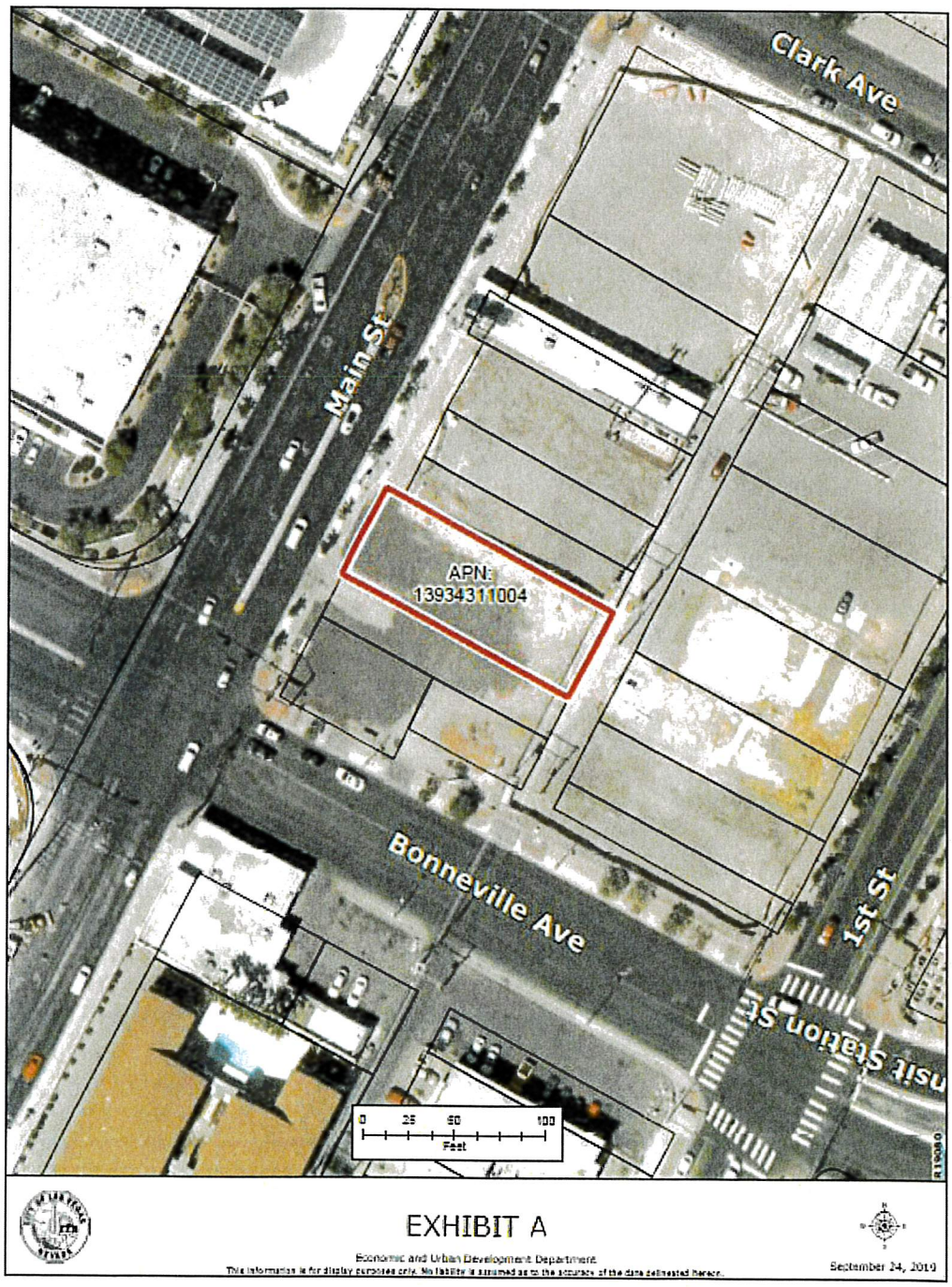

EXHIBIT A-1

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 12 AND 13 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

FORM OF DEED

Attached.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
[INSERT COMPANY NAME HERE]
[Address]
[_____]
[_____]
[_____]

MAIL TAX STATEMENTS TO:
[INSERT COMPANY NAME HERE]
[Address]
[_____]
[_____]
[_____]

APNs: _____

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

Vegas Epicenter, LLC, a Utah limited liability company "GRANTOR," does hereby Grant, Bargain, Sell and Convey to City Parkway V, Inc., a Nevada nonprofit corporation, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.

2. All matters of record.

{Signature Page Follows}

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of _____, 2019.

"GRANTOR"

Vegas Epicenter, LLC, a Utah limited liability company

By: _____

Name: _____

Title: _____

Notary Acknowledgement to be attached.

EXHIBIT A

Legal Description of Land

To be inserted when preparing final documentation.

EXHIBIT C

FORM OF NON-FOREIGN ENTITY CERTIFICATE

Attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Sept 30 2019 before me: AUSTIN G. DONG, Notary Public,
(Insert name and title of the officer)

personally appeared JOHN Y ENOMOTO

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

AUSTIN G. DONG
Notary Public - California
Los Angeles County
Commission # 2145444
My Comm. Expires Apr 3, 2020

9/30/19

NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **Vegas Epicenter**, a Utah limited liability company ("**Transferor**"), the undersigned hereby certifies on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is: .

3. Transferor's office address is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

{Signature on following page}

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

Vegas Epicenter, LLC

By: _____

Name: JOHN Y. ENOMOTO

Title: CEO

Date: 9/30/19

EXHIBIT D

Disclosure of Principals

Attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Sept 30 2019 before me, AUSTIN G. DONG, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

AUSTIN G. DONG
Notary Public - California
Los Angeles County
Commission # 2145444
My Comm. Expires Apr 3, 2020

9/30/19

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	Block 2 Description Subject Matter of Contract/Agreement
Vegasepicenter, LLC	

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.	JOHN Y. ENOMOTO, CEO	10421 S. JORDAN GATEWAY STE 600, SOUTH JORDAN, UTAH, 84095	(323) 697-2046
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____

Name

9/30/19

Date

Subscribed and sworn to before me this _____day of

_____, 20__

_____

Notary Public