

**RESOLUTION FINDING THAT THE PROPOSED SALE OF 301 W MESQUITE
FROM CITY PARKWAY IV A, INC. TO PH ICE, LLC,
IS IN THE BEST INTEREST OF THE PUBLIC**

WHEREAS, City Parkway IV A, Inc. which is an affiliate of the City of Las Vegas, owns certain real property known as 301 West Mesquite, as more particularly described by the legal description in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, City Parkway IV A, Inc. now desires to sell the Property to PH ICE, LLC (the "Developer") pursuant to the terms of the Disposition and Development Agreement of even date herewith between City Parkway IV A, Inc., and PH ICE, LLC, for the purpose of facilitating the development of an office building, comprising a minimum of 55,000 square feet, on vacant land comprising the Property in order to contribute to the City's efforts to revitalize the central core of downtown Las Vegas by bringing at least one hundred and seventy (170) direct, permanent jobs to downtown Las Vegas; and

WHEREAS, the proposed sale is for an amount that is less than the highest appraised value of the Property, and

WHEREAS, Nevada Revised Statute 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development, without offering it to the public and for less than fair market value, if the City Council finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Property to Developer qualifies under the above-referenced statute as a sale for purposes of economic development as substantiated by the Public Purpose Impact Analysis submitted herewith to the Las Vegas City Council because it will:

- Facilitate the establishment of new commercial enterprises or facilities within the City;
- Provide for the support, retention or expansion of existing commercial enterprises; and
- Thereby create and retain opportunities for employment for the residents of the City.

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NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL
OF THE CITY OF LAS VEGAS HEREBY FINDS that the sale of the Property from City Parkway
IV A, Inc. to Developer, without offering it to the public and for an amount that is less than fair
market value, is for purposes of economic development and is in the best interests of the public.

PASSED, ADOPTED, AND APPROVED this 20th day of OCTOBER, 2010.

CITY OF LAS VEGAS

BY 
OSCAR B. GOODMAN, Mayor

ATTEST:


BEVERLY K. BRIDGES, MMC
City Clerk

Date of City Council Approval

OCTOBER 20, 2010

APPROVED AS TO FORM

Val Steed 10-12-10
Date

EXHIBIT A

Order No. 09-07-0902-BB

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.; CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL TWO (2) AS SHOWN BY MAP THEREOF IN FILE 99 OF PARCEL MAPS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into this ___ day of October, 2010, by and between CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation ("CPY"), and PH ICE, LLC, a Nevada limited liability company (the "Developer").

WITNESSETH:

WHEREAS, CPY desires to sell to the Developer and the Developer desires to purchase from CPY certain real property that is depicted in Exhibit "A" and is described more particularly in Exhibit "B" which are attached to this Agreement (the "Site").

WHEREAS, CPY and Developer mutually desire that the Site be developed with an office building as described in this Agreement.

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions for the development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

By executing this Agreement, CPY agrees to sell to the Developer and the Developer agrees to purchase the Site as described above.

2. THE SITE

a. The Site is designated as APN 139-27-401-031 and consists of approximately 5.25 gross acres as depicted in Exhibit "A" and described more particularly in Exhibit "B", each of which are attached to this Agreement.

b. The Site is subject to ground leases between CPY and Three Star Auto Body, CBS Outdoor (with respect to a billboard), and Viacom (with respect to a billboard) (the "Existing Leases"). Negotiation and payment for any termination of the Three Star Auto Body lease will be the sole responsibility of the Developer although CPY shall assign its rights under such lease to the Developer at the closing of the purchase of the Site by the Developer to allow termination of the lease by the Developer. The billboard leases shall remain in effect and revenue shall belong to CPY; provided, however, the Developer and CPY agree to negotiate during the Feasibility Review Period (as hereinafter defined) an option agreement in favor of the Developer to acquire CPY's rights under the billboard leases. Should the Developer not acquire such rights, after the close of escrow, the Developer shall enter into lease or easement agreements allowing

allowing CPY to maintain its agreements with CBS Outdoor and Viacom at no cost to CPY. The entering into such lease or easement agreements shall be a condition to CPY's obligation to close escrow. The Site may be impacted by future freeway development by the Nevada Department of Transportation. It shall be the responsibility of the Developer to develop a site plan compatible with the NDOT proposal.

3. PARTIES TO THE AGREEMENT

a. CPY is a Nevada not-for-profit corporation. The office of CPY is located at 400 Stewart Boulevard, Las Vegas, Nevada 89101. CPY shall have the right to assign this Agreement to the City or the City of Las Vegas Redevelopment Agency.

b. The Developer is PH ICE, LLC, a Nevada limited liability company. The principal office of the Developer is located at 100 N. City Parkway, Suite 1700, Las Vegas, Nevada 89106. 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. The Developer shall disclose to CPY its principals in accordance with City Resolution No. R79-99 as amended by Resolution No. R-105-99.

c. The qualifications and identity of the Developer are of particular concern to the City and CPY, and it is because of such qualifications and identity that CPY has entered into this Agreement with the Developer. The Developer agrees that:

- i. no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; and
- ii. the Developer shall not assign all or any part of this Agreement without the prior written approval of CPY.

This Agreement may be terminated by CPY if there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require CPY's approval hereunder:

- i. A transfer to any person or entity in which the Developer has a minimum of fifty-one percent (51%) of the ownership interest and management control;
- ii. A transfer resulting from the death or mental or physical incapacity of an individual;
- iii. A transfer or assignment in trust for the benefit of a spouse, children, grandchildren, other family members or for charitable purposes; and

- iv. A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust.

4. ACQUISITION OF THE SITE

CPY agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The Purchase Price for the Site is Four Hundred Thousand Dollars (\$400,000) payable at the close of escrow in accordance with the provisions of Section 5.

5. PAYMENT OF PURCHASE PRICE

The Purchase Price described in Section 4 shall be paid as follows:

- a. In payment of the Purchase Price, at or before the close of escrow, the Developer shall deposit in escrow the Developer's promissory note in the principal amount of \$400,000 payable to CPY (the "Note"). The Note shall bear interest at five percent (5.0%) per annum, simple interest accruing until due and shall be due and payable at the earlier of (i) the closing of a permanent loan (the "Permanent Loan") replacing or refinancing the Project Loan (hereinafter defined in Paragraph b of this Section 5); (ii) six (6) months after completion of the Building (hereinafter defined in Paragraph a of Section 6) as evidenced by a certificate of occupancy; or (iii) the date two (2) years after the close of escrow. The Note will be in the form of Exhibit "C" attached to this Agreement.

- b. The Note shall be secured by Developer's Deed of Trust (the "Deed of Trust") encumbering the Site in the form of Exhibit "D" attached hereto. Upon the delivery of a construction loan and permanent financing letter of commitment from a licensed lender, CPY will, at the request of the Developer, subordinate the rights of CPY under the Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan (the "Project Loan") for the development of the Site. CPY hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by CPY of its right under the Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan.

6. SITE DEVELOPMENT

Any and all development on the Site will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City. Before commencement of construction or development of any buildings or other work of improvement related to the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be

required by the City, any other governmental agency or any other party affected by such construction, development or work.

The Developer shall carry out the construction of the Site improvements in conformity with all applicable laws. The Developer shall require all contractors and subcontractors performing new construction work on the Site to pay construction workers prevailing wages for each craft and classification as determined by the Labor commissioner pursuant to NRS 338.030 or its successor statute. The term "new construction work" as used in this paragraph shall apply to all construction and development work within the Site. The Developer also agrees to comply with the terms and conditions of the Employment Plan attached hereto as Exhibit "E".

If the Developer finances the acquisition and development of the Site and related activities, such financing shall be subject to the approval of CPY, which approval will not be unreasonably withheld, conditioned or delayed.

No later than the time specified in the Schedule of Performance (as hereinafter defined), the Developer shall submit to CPY evidence satisfactory to CPY that the Developer has the equity capital and firm and binding loan commitments for construction financing necessary for development of the Site.

CPY and the Developer agree that it is their intent that the Site be developed as follows:

a. CPY and the Developer agree that the development on the Site will be an office building consisting of at least 55,000 square feet (the "Building") for lease to the General Services Administration of the United States ("GSA") for occupancy by Immigration and Customs Enforcement. Included in the development of the Site will be a surface parking lot on the Site.

The Developer shall satisfy the following conditions precedent prior to the close of escrow: the Developer shall (i) have been awarded by the GSA a lease whereby the Developer leases the office building to the GSA for occupancy by Immigration and Customs Enforcement (the "GSA Lease") and (ii) have entered into the GSA Lease with the GSA. The Site shall be developed as follows:

(1) The Site will be built in accordance with the Site Plan attached hereto as Exhibit "A". The Site shall be developed as provided in the Scope of Development attached hereto as Exhibit "F". Within the time set forth in the Schedule of Performance attached hereto as Exhibit "G", the Developer shall prepare and submit to CPY for review and written approval Basic Concept Drawings and related documents containing the overall plan for development of the Site. The Basic Concept Drawings shall conform to this Agreement, including the Scope of Development. The Basic Concept Drawings shall include a site plan, elevations and an architect's rendering. CPY shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by CPY to either approve or disapprove within

such time shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval. The Site shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and CPY. Any such changes shall be within the limitations of the Scope of Development.

(2) Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to CPY for review and written approval the following plans, drawings, related documents and any subsequent revisions thereto ("Plans and Drawings"):

1. Final Architectural Plans;
2. Final Plot Grading Utility Plans;
3. Final Structural Plans;
4. Final Mechanical and Electrical Plans; and
5. Final Landscaping Plans.

CPY's approval shall be limited to the exterior elements of the Site development only. The Developer agrees to construct in accordance with the approved Plans and Drawings. If the Developer desires to make any material change to the Site after approval of the Plans and Drawings, the Developer shall submit the proposed changes to CPY for its approval. CPY shall notify the Developer within fifteen (15) days after receipt of its approval or disapproval. Such changes in the Plans and Drawings shall, in any event, be deemed approved by CPY unless rejected, in whole or part, by written notice thereof to the Developer setting forth in detail the reasons therefore, and such rejection shall be made within such 15-day period.

(3) The Site will be developed within the time schedule set forth herein in the Schedule of Performance. Developer agrees that, in all events, within twelve (12) months after the acquisition of the Site, the Developer will begin construction and will complete such construction within eighteen (18) months after commencement of construction. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(4) The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

b. So long as any of the principal amount of the Note is outstanding, the Developer shall furnish or cause to be furnished to CPY duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS (\$1,000,000) for any person, FIVE MILLION DOLLARS (\$5,000,000) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) property damage, naming CPY and the City as additional

coinsured. The Developer shall also furnish or cause to be furnished to CPY evidence satisfactory to CPY that any contractor with whom it has contracted for the performance of work on the Building carries workers' compensation insurance as required by law.

c. For the purposes of assuring compliance with this Agreement, representatives of CPY and the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of CPY or the City shall be those who are so identified in writing by the President of CPY, CPY and the City shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the provision of NRS 41.035.

d. Failure on the part of the Developer, after acquisition of the Site to comply with the provisions of this Section 6 shall be a default under the Deed of Trust as set forth in the Deed of Trust.

7. GENERAL REPRESENTATIONS AND WARRANTIES

a. Representations and Warranties by City. CPY represents and warrants that as of the date hereof and the date of close of escrow:

- (1) CPY is a Nevada not-for-profit corporation.
- (2) CPY has all requisite power and authority to enter into and perform its obligations under this Agreement.
- (3) By proper action of CPY, CPY's signatories have been duly authorized to execute and deliver this Agreement.
- (4) To CPY's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.
- (5) To CPY'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 against CPY which would inhibit CPY's ability to perform its obligations under this Agreement.
- (6) To CPY'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.

- (7) To CPY's actual knowledge, the execution, delivery and performance of this Agreement by CPY will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPY or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.
- (8) The execution of this Agreement by CPY does not violate any provision of any other agreement to which CPY is a party.
- (9) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPY are necessary in connection with the execution of this Agreement by CPY or with the performance by CPY of its obligations hereunder.

As used in this Agreement, the term "CPY's actual knowledge" means the actual knowledge of the President of CPY which is Elizabeth N. Fretwell.

b. Representations and Warranties of the Developer

The Developer represents and warrants to CPY that as of the date hereof and the date of close of escrow:

- (1) The Developer is a limited liability company duly organized and existing under the laws of the State of Nevada.
- (2) The 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.
- (3) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.
- (4) The execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.
- (5) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the Developer or with the performance by the Developer of its obligations hereunder.
- (6) Neither the 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.

- (7) To the 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 the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

8. EARNEST MONEY DEPOSIT

Concurrently with its execution of this Agreement, the Developer has delivered to Escrow Agent (as hereinafter defined) a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of Fifty Five Thousand Dollars (\$55,000.00).

9. ACQUISITION AND CONVEYANCE; CONDITION PRECEDENT

In accordance with and subject to all the terms, covenants and conditions of this Agreement. CPY agrees to convey to the Developer the Site in accordance with this Agreement.

10. ESCROW

a. The Developer agrees to open an escrow with Nevada Title Company (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within three (3) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CPY and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. CPY and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 10 in writing, delivered to CPY and to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

b. The Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

1. All of the escrow fee and the recording costs for the Deed of Trust;
2. All of the premium and costs for the title insurance policies or special endorsements to be paid by the Developer as set forth in Section 17 of this Agreement;

3. Any state, county or city documentary transfer tax;
4. The cost of the ALTA survey; and
5. Reimbursement of appraisal fees of \$9,000.

c. CPY shall pay in escrow to the Escrow Agent the following fees, charges and costs after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the scheduled date for the close of escrow:

1. The recording costs for the Deed; and
2. Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title.

d. Not later than one business day prior to the Closing Date, CPY will deposit with the Escrow Agent the following:

1. The Deed duly executed and acknowledged by CPY.
2. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

e. Not later than one (1) day prior to the close of escrow, Developer shall deposit and delivery to Escrow Agent the following items:

1. The Deed accepted and duly executed by the Developer.
2. The Note duly executed by Developer.
3. The Deed of Trust duly executed and acknowledged by Developer.
4. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

f. The Escrow Agent is authorized and instructed to:

1. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 10 and related solely to the acquisition and transfer of the Site to the Developer. Before such payments are made, the Escrow Agent shall notify CPY and the Developer of the fees, charges and costs necessary to clear title and close the escrow.

2. Disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by CPY and the Developer.
3. Obtain and charge the Developer all of the premiums and costs for the title insurance policies and endorsements thereto.
4. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.
5. After the close of escrow, return the Earnest Money Deposit (after payment of expenses) to the Developer.

g. All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the 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 of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

h. If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither CPY nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CPY and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 10 shall be construed to impair or affect the rights or obligations of CPY or the Developer to specific performance.

i. The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both CPY and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

j. Any amendment of these escrow instructions shall be in writing and signed by both CPY and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to CPY or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between CPY and the Developer.

k. The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 10 to 17, inclusive, of this Agreement.

l. Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

a. provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, conveyance to the Developer of title to the Site shall be completed on or prior to April 18, 2011 (the "Closing Date"). CPY and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

b. Notwithstanding any other provisions of this Agreement, the Developer's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the Developer of each of the conditions precedent described below, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to close of escrow:

1. CPY shall not be in violation of any of its material obligations under this Agreement;
2. The Developer has been able to obtain a Project Loan upon terms and conditions that are acceptable to the Developer in the Developer's sole and absolute discretion; and
3. Prior to the close of escrow, the Developer and the GSA have entered into the GSA Lease.

c. Notwithstanding any other provision of this Agreement, CPY's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by CPY of each of the conditions precedent described below, which are solely for the benefit of CPY and which shall be fulfilled or waived prior to close of escrow:

1. The Developer shall not be in violation of any of its material obligations under this Agreement;
2. The Developer has been able to obtain a Project Loan upon terms and conditions that are acceptable to the Developer in the Developer's sole and absolute discretion;
3. Prior to the close of escrow, the Developer and the GSA have entered into the GSA Lease; and
4. The Developer is prepared at the close of escrow to execute and deliver the Note, the Deed of Trust along with all financing statements required to perfect CPY's security interest under the Deed of Trust.

d. Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 14 of this Agreement.

12. FORM OF DEED

CPY shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 13 of this Agreement by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit I to this Agreement.

13. CONDITION OF TITLE

- a. CPY shall convey to the Developer fee simple title subject to:
 1. A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.
 2. The Parkway Center Site Development Standards dated June 14, 1999, as may be supplemented for the Site.
 3. The Existing Leases.
 4. Exceptions disclosed by the Title Report described in Paragraph b of this Section 13 or the ALTA survey described in Paragraph b of this Section 13, or any Supplemental Report, and which are approved or deemed approved by the Developer in accordance with this Section 13.
 5. Any and all other exceptions, easements, conditions, covenants or reservations set forth in the Deed and of record.

b. The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site. The Developer shall obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to CPY being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in such title report and ALTA survey as to the Site to be acquired by giving the Escrow Agent written notice thereof within sixty (60) days of the Effective Date of this Agreement as defined in Section 39. Failure to give written notice by the date of closing, of approval or disapproval to the Escrow Agent of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, CPY shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to the Developer, unless the Developer waives its objection in writing delivered to CPY and to the Escrow Agent. If CPY shall agree to remove any exception objected to by the Developer, CPY shall then have until the date for close of escrow within which to remove such exception. If CPY is unable to remove any exception objected to by the Developer and which CPY has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and receive a return of all funds (including the Earnest Money Deposit) and documents; or (2) waive the objection and close escrow.

CPY agrees not to encumber the Site after the effective date of this Agreement, and further agree to remove any monetary liens against its Site, and any voluntary encumbrances allowed to be placed against such Site after such effective date.

14. FEASIBILITY REVIEW; INSPECTION

a. The Developer will have approved, by no later than one hundred twenty (120) days from the Effective Date of this Agreement ("Feasibility Review Period"), the condition of the Site and the feasibility of the Developer's development plan therefore. The Developer's feasibility review will pertain to the Developer's review of and satisfaction with the following:

- (i) The availability of approvals by all governmental bodies having jurisdiction over the Site for the Developer's intended development thereof; and
- (ii) The Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site.
- (iii) Those items contained in Section 11 (b) herein.

b. The Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of the Developer's disapproval of any of the foregoing matters; provided, however, that if the Developer fails to notify CPY and Escrow Holder of the Developer's disapproval of the feasibility of the Developer's proposed development of the Site by written notice delivered to CPY no later than the date of expiration of the Feasibility Review Period, 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, the Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement (except for the obligation intended to survive a closing). Escrow Agent shall immediately refund to the Developer its full Earnest Money Deposit.

c. During the term of the Feasibility Review Period (as defined in the above Section), the Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as the Developer may reasonably require; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that the Developer notified CPY in writing at least forty-two (42) hours prior to the date that the Developer intends to conduct invasive testing or inspections on the Site. Following the Developer's inspections or testing on the Site, the Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If the Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompactd to the original condition of the Site and the Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompactd to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPY), its affiliates or assignees, which are under the control of CPY and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, the Developer, its officers, agents or employees and occurs from any such cause. If the Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, the Developer will immediately notify CPY of the

same. The indemnity obligations of the Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. The Developer covenants and agrees upon request of CPY to promptly deliver to CPY without charge therefore, the results and copies of any and all environmental reports and related correspondence.

d. The Developer covenants and agrees to pay in full for all materials joined or affixed to the Site and to pay in full all persons who perform labor upon the Site, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of the Developer; and the Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to CPY) CPY, its affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

15. TIME FOR PLACE AND DELIVERY OF DEED

Subject to any mutually agreed upon extensions of time, CPY shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

The Parties shall also timely deliver into escrow (i) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (ii) all documents set forth in Section 10; (iii) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (iv) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 11 of the Agreement, Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 17 of the Agreement. The recordation of the Deed shall constitute the close of escrow.

17. TITLE INSURANCE

Concurrently with recordation of the Deed, and as a condition of closing, the Escrow Agent and any required co-insurer shall provide and deliver to the Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 13 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by the Developer.

If the Developer desires to obtain extended coverage for its title policy, CPY shall provide the Escrow Agent at closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments and assessed and levied on the Site for any period subsequent to conveyance of title thereto. The Developer agrees it shall not apply after close of escrow for the real property tax abatement arising from a LEED certification and such abatement or increment shall be available to the City of Las Vegas Redevelopment Agency. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any other person except that of the approved easements of record and the Existing Leases.

20. "AS IS" SALE

a. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, CPY makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPY makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

b. Release and Waiver.

Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent 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 the Developer has or may have in the future

against CPY, its officers, employees, agents, attorneys, representatives, legal successors and assigns, 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 Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify CPY from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorney fees) against or incurred by CPY after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

c. Warranties.

CPY agrees that it is making no representations or warranties regarding the environmental condition of the Site.

d. Definitions.

1. As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:
 - (1) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste" or "restricted hazardous waste" under any provision of Nevada law;
 - (2) petroleum;
 - (3) asbestos;
 - (4) polychlorinated biphenyls;
 - (5) radioactive materials;
 - (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);
 - (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or
 - (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and

Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

2. As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, and comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary and non-tributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

e. The Developer, and each subsequent owner or occupant of the site, shall require each and every transferee to be bound by the provisions of Article III (except for section 3.2 (a)) of the Donation, Purchase and Sale Agreement dated December 27, 2000, and the Reinstatement and First Amendment to Donation, Purchase and Sale Agreement and Escrow Instructed dated May 16, 2001 between UP and the City (collectively the ("UP Agreement")). The Developer further acknowledges that it has received and reviewed the provisions of Article III of said Agreement. The Developer acknowledges that the Deed contains the Developer's agreement to be bound by such provisions.

f. To the extent any covenants in the UP Agreement are assignable, the Developer and City will execute an assignment of the City's rights under the UP Agreement and agreeable to CPY and Developer. CPY will assist Developer in interfacing with UP in connection with the City's rights under the UP Agreement.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be

responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 6. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof without the written consent of CPY.

23. RESERVED

24. TIME OF ESSENCE

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

25. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations with respect to the purchase of the site, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, CPY shall be entitled to terminate this Agreement and receive the Earnest Money Deposit from the Escrow Agent.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

- a. Written notice of default is provided to the party in default; and
- b. Within twenty (20) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

26. RESERVED

27. SURVIVAL

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

28. 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.

29. NON-LIABILITY OF CPY AND CITY OFFICIALS AND EMPLOYEES

No official or employee of CPY or the City shall be personally liable to the Developer for any default or breach of CPY, for any amount which may become due to the Developer or for any obligation of CPY under the terms of this Agreement.

30. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between CPY and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of CPY and the Developer as set forth in this Section 30. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to CPY: Office of Business Development
 City of Las Vegas
 400 Stewart Avenue
 Las Vegas, Nevada 89101

With a copy to: City Attorney's Office
 City of Las Vegas
 400 Stewart Avenue
 Las Vegas, Nevada 89101

If to the Developer: PH ICE, LLC
 100 N. City Parkway, Suite 1700
 Las Vegas, Nevada 89106
 Attention: Managing Member

31. SUBSEQUENT CITY APPROVALS

Any approvals of CPY required or permitted by the terms of this Agreement may be given by the President of CPY or such other person that CPY designates in writing.

32. TERM

The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto, except that all warranties contained herein shall

survive the closing and shall remain in effect for the benefit of the Parties for one year after such closing.

33. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, and H attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPY and the Developer and no waiver of one provisions 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 CPY and the Developer.

34. 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.

35. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

36. 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.

37. RESERVED

38. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

39. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement will have been approved on _____, 2010 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by CPY ("Effective Date").

SIGNATURES ON NEXT PAGE

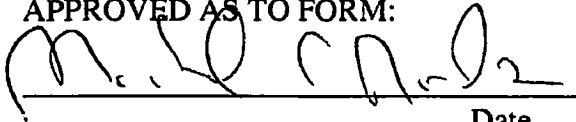
Date of City Council Approval:

_____, 2010

CITY PARKWAY IV-A, INC.

By: _____
President
"CPY"

APPROVED AS TO FORM:



Date

10-11-10

ATTEST:

City Clerk

_____, 2010

PH ICE, LLC, a Nevada limited liability company

By: PH LLC, a Nevada limited liability company

By: _____
Irwin A. Molasky

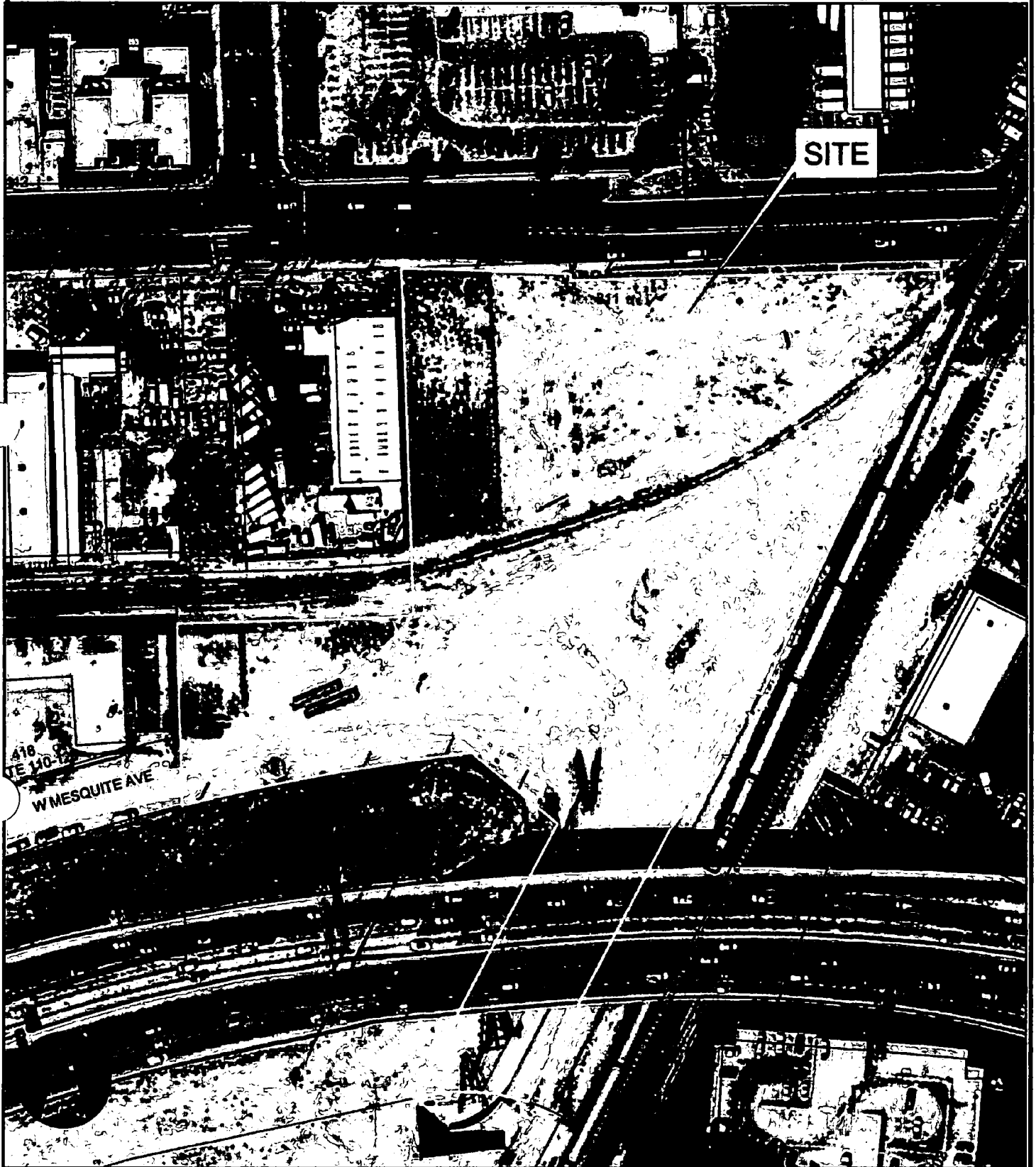
Its: Managing Member
"Developer"

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	SITE LEGAL DESCRIPTION
EXHIBIT "C"	NOTE
EXHIBIT "D"	DEED OF TRUST AND ASSIGNMENT OF RENTS
EXHIBIT "E"	EMPLOYMENT PLAN
EXHIBIT "F"	SCOPE OF DEVELOPMENT OF THE SITE
EXHIBIT "G"	SCHEDULE OF PERFORMANCE OF THE SITE
EXHIBIT "H"	GRANT, BARGAIN AND SALE DEED

EXHIBIT A
SITE DEPICTION

Exhibit "A" - Site Depiction



0 300 600
Feet

EXHIBIT B

SITE LEGAL DESCRIPTION

GENERAL

NOTICE

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL TWO (2) AS SHOWN BY MAP THEREOF IN FILE 99 OF PARCEL MAPS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**EXHIBIT C
PROMISSORY NOTE**

\$400,000

October __, 2010
Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, PH ICE, LLC, a Nevada limited liability company (the "Developer"), hereby promises to pay to CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation ("CPY") at 400 Stewart Boulevard, Las Vegas, Nevada 89101 a principal sum of Four Hundred Thousand Dollars (\$400,000). Interest shall accrue without compounding on the principal amount of this Promissory Note (the "Note") at the rate of five percent (5%) per annum. Principal and interest shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as CPY or any permitted assignee thereof may designate in writing.

A. Disposition and Development Agreement

This Note is made and delivered pursuant to and in implementation of that certain Disposition and Development Agreement by and between CPY and the Developer dated October __, 2010 (the "DDA"). Except as otherwise specifically set forth herein, capitalized terms in this Note shall have the meaning ascribed to those terms in the DDA.

B. Repayment

The principal amount of this Note and accrued interest shall be due on the earlier of (i) the closing of the Permanent Loan; (ii) that date which is six (6) months after completion of the Building as evidenced by a certificate of occupancy, or (iii) the date two (2) years after the date hereof.

C. Transferability

This Note may not be transferred or assumed without the prior written consent of CPY, provided that this Note may be transferred in connection with a transfer of the Project permitted by the Deed of Trust (defined below).

D. Prepayment

The Developer shall have the right to prepay in whole or part the principal amount at anytime.

E. Deed of Trust and Assignment of Leases

This Note shall be secured by a Deed of Trust Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") of even date herewith recorded against the Site.

F. Legal Actions; Attorneys' Fees and Costs

Developer agrees to pay the following costs, expenses and attorneys' fees paid or incurred by CPY after default by Developer and adjudication by a court: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Developer, any guarantor or any other party liable therefore or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of their Note or the security for it include, but not limited to, actions for declaratory relief that CPY is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that CPY is required to defend; and (4) CPY costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

G. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Developer fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from CPY, (ii) any default by Developer under the Deed of Trust, including Developer's covenant to commence and proceed with the construction of the Site, or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trust. Upon the occurrence of any event of default and expiration of any applicable cure period, or at any time thereafter, at the option of CPY and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of CPY's option. CPY's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. CPY's failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

H. Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) ten percent (10%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

I. Waiver of Presentment

Developer and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

J. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at the address stated in the DDA or at such address as either party may designate by written notice.

K. This Note shall be binding upon Developer, its successors and its assigns.

L. This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

M. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

PH ICE, LLC a Nevada limited liability company

By: PH LLC, a Nevada limited liability company

**By: _____
Irwin A. Molasky, Manager**

EXHIBIT D

DEED OF TRUST AND ASSIGNMENT OF RENTS

**[To be completed during Feasibility Review Period based on Deed of Trust used by
CPY and PH GSA LLC for the IRS building]**

EXHIBIT E
EMPLOYMENT PLAN

CAPITAL OF BOND

REVENUE

City of Las Vegas
Economic Development Projects
&
Las Vegas Redevelopment Agency
Redevelopment Projects

EMPLOYMENT PLAN POLICY

Adopted
[Insert Date], 2010

EMPLOYMENT PLAN POLICY TABLE OF CONTENTS

Section 1: City of Las Vegas: Economic Development Projects

Section 2: Las Vegas Redevelopment Agency: Redevelopment Projects

Attachment A: City of Las Vegas Resolution

Attachment B: Nevada Redevelopment Statute (NRS 279.572)

Attachment C: City of Las Vegas Economic Development Projects Reporting Templates

Attachment D: Las Vegas Redevelopment Agency Reporting Templates

Section 1: City of Las Vegas Economic Development Projects

Employment Plan Policy

POLICY

This employment plan is prepared in accordance with the [INSERT RESOLUTION NAME] dated [INSERT DATE] and the City of Las Vegas Economic Development Projects Employment Plan Policy (hereinafter referred to as "Policy"). (Attachment A). This Policy only applies to recipients of economic development assistance. In accordance with the Policy, developers and build-to-suit owners which receive economic development project funds are encouraged to hire individuals who live within the city of Las Vegas boundaries and are economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in economic development projects funded, in whole or part, by the City of Las Vegas (hereinafter referred to as "City"). The ultimate result of this Policy is to ensure that the persons identified in the resolution have the opportunity to benefit from economic development projects as fully as the community at large.

APPLICABILITY

Developers: Developers shall submit an employment plan for the construction phase of a project. For purposes of this Policy, the term "developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the City and includes developers of either speculative or build-to-suit projects.

The term "developer of speculative space" means any developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant. The term "build-to-suit developer" means any developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

The requirements of the Policy shall be included in the Owner Participation Agreement (OPA), the Disposition and Development Agreement (DDA) and/or the Participation Agreement (PA), (hereinafter collectively referred to as "Agreements"), between the developer and the City.

Build-to-suit Owners/Lessees: The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a 12-month post-construction phase of the economic development project. For purposes of this Policy, the term "build-to-suit

owner/lessee” means the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

Entire Project: Even though portions of a project may not be supported by City funds, developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Threshold: All economic development assistance from the City valued over \$100,000 shall include an employment plan policy and will be subject to reporting requirements.

MINORITY & RESIDENT PARTICIPATION GOALS

To ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City contracts, it is the intent of this Policy to ensure the following City Economic Development Project goals are met:

1. **15%** participation of Minority, Women, Disabled and Veteran-Owned Business Enterprises “M/W/D/VBE’s”.
 - The minority participation goal represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBE’s. Participation to be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers.

2. **30%** of all new jobs created as a direct result of the project are to be filled by bona-fide residents of the City of Las Vegas.
 - A resident is defined as an individual whose primary place of residence is within the City of Las Vegas. Verification of residence may be provided by the employee in the form of a driver’s license or by legal address as evidenced on their IRS tax form.

An M/W/D/VBE may participate as a prime contractor, sub-contractor, a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If M/W/D/VBE and resident participation

goals are not met, information documenting specific actions taken must be submitted prior to the contract award in order to receive credit towards compliance.

DIVERSITY INCENTIVE

Projects receiving City economic development assistance call for specific minority and resident participation goals. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if **both** goals are successfully met. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The City's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. For non-cash incentives (i.e. the sale of land below fair market value), the City may require a cash deposit of 10% to be awarded based on successful achievement of participation goals.

Prior to the start of construction, failure to adhere to all required program elements will constitute grounds for withdrawal of the entire incentive.

PROGRAM ELEMENTS: DEVELOPER

The developer shall adhere to the employment plan only during the construction phase of the development.

- A. **Initial Submittals:** The developer shall provide the City with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The City recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.
- B. **Contracting Decisions and Waiver:** The developer has the right to make the final decision on contracting, but the City will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified M/W/D/VBE's or City residents to meet the contracting goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the City.
- C. **Structuring the Bid by Size and Type of Work:** Meeting the participation goals requires a developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by M/W/D/VBE's. Staff members of the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

- D. **Input from M/W/D/VBE Contractors:** After having designed the project from the beginning with a view toward making M/W/D/VBE participation easier, the developer should seek input on the bid from qualified contractors and subcontractors, including M/W/D/VBE's. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.
- E. **Dissemination to M/W/D/VBE Contractors:** Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBE's using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the City.
- F. **Other Techniques and Procedures:** In addition to providing direct notice of bid letting to M/W/D/VBE's the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation by M/W/D/VBE's. The City makes no guarantee that an Employment Plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.
- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the City.
 - Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
 - Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBE's.
 - Must ensure access by M/W/D/VBE's to plans and specifications and adequate information about the scope of services and other requirements.
 - Must offer information to M/W/D/VBE's about bonding, lines of credit, and insurance.
 - Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBE's.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the economic development project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the economic development project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

- A. **Initial Submittals:** The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the economic development project will have on opportunities for employment within the project area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

- B. **Project Impact:** The build-to-suit owner must supply the following information to the City: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the economic development project and a description of skills required for filling the positions.

- C. **Policy Requirements:** It is the intent of this Policy that a minimum of 15% of all new jobs created as a direct result of the project be filled by M/W/D/VBE's and 30% of all new jobs created are to be filled by bona-fide residents of the City of Las Vegas. The City shall have the authority to modify the participation goals of this section after a showing of just cause through the appeal process. This includes the refilling of those jobs for the duration of the employment plan.

- D. **Project Description:** The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ persons who are:
 - Economically Disadvantaged
 - Members of Racial Minorities
 - Woman
 - Disabled
 - Veterans

- E. **Referral Agencies:** The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessori St. Ste. 205 Las Vegas, NV 89117	Key Foundation 1001 N. A St. Las Vegas, NV 89106	NAACP, Las Vegas Chapter 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121	Nevada Partners, Inc. 710 W. Lake Mead Blvd. Las Vegas, NV 89030
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(702) 737-4300 www.lvacc.org	(702) 384-0202	(702) 638-1300 www.naacplv.org	(702) 399-5627 www.nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	Las Vegas Indian Center 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 www.lasvegasindiancenter.org	National Association of Women in Construction (NAWIC) 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 www.nawiclasvegas.org	Urban Chamber of Commerce 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 www.urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 www.csn.edu	Las Vegas Urban League 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 www.lvccul.org	Nevada Job Connect 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 www.nevadajobconnect.com	Veterans Chamber of Commerce 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 www.veteranschamberv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	LatIn Chamber of Commerce 300 N. 13 th St. Las Vegas, NV 89101 (702) 385-7367 www.lvicc.com	Nevada Minority Business Enterprise Center (NMBEC) 626 S. 9 th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nvmbec.html	Women's Chamber of Commerce 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 www.womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive Las Vegas, NV 89106 (702) 367-4348 www.lasvegasfit.com	National Association of Women Business Owners (NAWBO) PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 www.nawbosnv.org	Nevada Office of Veterans Services 950 W. Owens Dr. Room 111 Las Vegas, NV 89106 (702) 636-3070 www.veterans.nv.gov	Women's Development Center 4020 Pecos McLeod Las Vegas, NV 89121 (702) 796-7770 www.wdclv.org

F. Training: Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

G. Procedural Guidelines for Outreach/Hiring: The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.
- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filled by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-

suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.

- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The City shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

REPORTING REQUIREMENTS

When an economic development project is awarded, the developer/build-to-suit lessee will be required to submit an Employment Plan in accordance with the City's [INSERT RESO NAME] and the City's Employment Plan Policy.

A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, standard City Reporting Templates are attachments to the Policy. (Attachment C). All exhibits must be complete and copies of correspondence and advertisements must to be attached to the report. The templates may be modified at any time by the City to ensure uniform and accurate reporting.

The City shall use this information for the sole purpose of determining compliance of the developer or build-to-suit owner/lessee with the submitted employment plan. Furthermore, affected employees shall be notified this information will be reported to the City. This information shall not be submitted to any other person or organization, for any other purpose.

APPEALS

If after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the minority and resident participation goals.
- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

1. Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the minority and/or resident participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Chief Urban Redevelopment Officer.
2. The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the Office of the City Council.
3. Final decisions regarding ability to meet the Policy requirements in the contract shall rest with the Mayor and the members of the City Council.

Section 2: Las Vegas Redevelopment Agency

Redevelopment Projects Employment Plan Policy

POLICY

This employment plan is prepared in accordance with NRS 279.482(2) and supersedes the amended City of Las Vegas Redevelopment Agency Employment Plan Policy dated June 6, 2001. This employment plan policy (hereinafter referred to as the "Policy"), applies to recipients of redevelopment project assistance. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the Las Vegas Redevelopment Area and are economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a project funded, in whole or part, by the Las Vegas Redevelopment Agency (hereinafter referred to as the "Agency"). The ultimate result of this Policy is to ensure that the persons identified in the statute have the opportunity to benefit from redevelopment projects as fully as the community at large.

APPLICABILITY

Developers: Developers shall submit an employment plan for the construction phase of a project. For purposes of this Policy, the term "developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the Agency and includes developers of either speculative or build-to-suit projects.

The term "developer of speculative space" means any developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant. The term "build-to-suit developer" means any developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

The requirements of the Policy shall be included in the Owner Participation Agreement (OPA), the Disposition and Development Agreement (DDA) and/or Participation Agreement (PA), (hereinafter collectively referred to as "Agreements"), between the developer and the Agency.

Build-to-suit Owners/Lessees: The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a 12-month post-construction phase of the redevelopment project. For purposes of this Policy, the term "build-to-suit owner/lessee" means

the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the minority participation goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

Entire Project: Even though portions of a project may not be supported by redevelopment funds, developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Threshold: All redevelopment assistance from the Agency valued over \$100,000 shall include an employment plan policy and will be subject to reporting requirements. For assistance valued under \$100,000 the developer or business shall submit an employment plan and use best efforts to achieve that plan in accordance with NRS 279.482(2).

MINORITY & RESIDENT PARTICIPATION GOALS

To ensure that all segments of the local business community have a reasonable and significant opportunity to participate in Agency contracts, it is the intent of this Policy to ensure the following Las Vegas Redevelopment Agency goals are met:

1. **15%** participation of Minority, Women, Disabled and Veteran-Owned Business Enterprises "M/W/D/VBE's".
 - The minority participation goal represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBE's. Participation to be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers.
3. **15%** of all new jobs created as a direct result of the project are to be filled by bona-fide residents of the Las Vegas Redevelopment Area.
 - A resident is defined as an individual whose primary place of residence is within the Las Vegas Redevelopment Area. Verification of residence may be provided by the employee in the form of a driver's license and/or by legal address as evidenced by their IRS tax forms.

An M/W/D/VBE may participate as a prime contractor, sub-contractor, a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If M/W/D/VBE and resident participation goals are not met, information documenting specific actions taken to achieve the goals must be submitted prior to the contract award to receive credit towards compliance.

DIVERSITY INCENTIVE

Projects receiving Agency redevelopment assistance call for specific M/W/D/VBE and resident participation goals. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if **both** goals are successfully met. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The Agency's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. For non-cash incentives (i.e. sale of land below fair market value), the Agency may require a cash deposit of 10% to be awarded based on successful achievement of participation goals.

Prior to the start of construction, failure to adhere to all required program elements will constitute grounds for withdrawal of the entire incentive.

PROGRAM ELEMENTS: DEVELOPER

The developer shall adhere to the employment plan only during the construction phase of the development.

- A. **Initial Submittals:** The developer shall provide the Agency with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The Agency recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.
- B. **Contracting Decisions and Waiver:** The developer has the right to make the final decision on contracting, but the Agency will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified M/W/D/VBE's or Redevelopment Area residents to meet the contracting goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the Agency.
- C. **Structuring the Bid by Size and Type of Work:** Meeting the participation goals requires the developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by M/W/D/VBE's. Staff members of the

City of Las Vegas (hereinafter referred to as "City") Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

- D. Input from M/W/D/VBE Contractors:** After having designed the project from the beginning with a view toward making M/W/D/VBE participation easier, the developer should seek input on the bid from qualified contractors and subcontractors, including M/W/D/VBE's. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.
- E. Dissemination to M/W/D/VBE Contractors:** Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBE's using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the Agency.
- F. Other Techniques and Procedures:** In addition to providing direct notice of bid letting to M/W/D/VBE's the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation by M/W/D/VBE's. The Agency makes no guarantee that an employment plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.
- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the Agency.
 - Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
 - Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBE's.
 - Must ensure access by M/W/D/VBE's to plans and specifications and adequate information about the scope of services and other requirements.
 - Must offer information to M/W/D/VBE's about bonding, lines of credit, and insurance.
 - Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBE's.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the redevelopment project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the redevelopment project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

- A. **Initial Submittals:** The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the redevelopment project will have on opportunities for employment within the area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.
- B. **Project Impact:** The build-to-suit owner must supply the following information to the Agency: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the redevelopment project and a description of skills required for filling the positions.
- C. **Policy Requirements:** It is the intent of this Policy that a minimum of 15% of all new jobs created as a direct result of the project be filled by M/W/D/VBE's and 15% of all new jobs created are to be filled by bona-fide residents of the Las Vegas Redevelopment Area. The Agency shall have the authority to modify the participation goals of this section after a showing of just cause through the appeal process. This includes the refilling of those jobs for the duration of the employment plan.
- D. **Project Description:** The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ persons who are:
 - Economically Disadvantaged
 - Members of Racial Minorities
 - Woman
 - Disabled
 - Veterans
- E. **Referral Agencies:** The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 www.lvacc.org	Key Foundation 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	NAACP, Las Vegas Chapter 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 www.naacplv.org	Nevada Partners, Inc. 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 www.nevadapartners.com
Bureau of Vocational Rehabilitation of So. Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	Las Vegas Indian Center 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 www.lasvegasindiancenter.org	National Association of Women in Construction (NAWIC) 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 www.nawiclasvegas.org	Urban Chamber of Commerce 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 www.urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 www.csn.edu	Las Vegas Urban League 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 www.lvccul.org	Nevada Job Connect 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 www.nevadajobconnect.com	Veterans Chamber of Commerce 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 www.veteranschambervn.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	Latin Chamber of Commerce 300 N. 13 th St. Las Vegas, NV 89101 (702) 385-7367 www.lvcc.com	Nevada Minority Business Enterprise Center (NMBECE) 626 S. 9 th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nvmbec.html	Women's Chamber of Commerce 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 www.womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive Las Vegas, NV 89106 (702) 367-4348 www.lasvegasfit.com	National Association of Women Business Owners (NAWBO) PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 www.nawbosnv.org	Nevada Office of Veterans Services 950 W. Owens Dr. Room 111 Las Vegas, NV 89106 (702) 636-3070 www.veterans.nv.gov	Women's Development Center 4020 Pecos McLeod Las Vegas, NV 89121 (702) 796-7770 www.wdclv.org

F. Training: Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

G. Procedural Guidelines for Outreach/Hiring: The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.

- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filled by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.
- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

REPORTING REQUIREMENTS

If awarded the project, the developer or build-to-suit owner/lessee will be required to submit an employment plan in accordance with Nevada Revised Statutes and the Agency's Employment Plan Policy.

A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, standard Agency Reporting Templates are attachments to the Policy. (Attachment D). All exhibit checklists shall be complete and copies of correspondence and advertisements are to be attached to the report. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting.

Affected employees shall be notified that this information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted employment plan. This information shall not be submitted to any other person or organization for any other purpose.

APPEALS

If, after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the minority and resident participation goals.

- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

- i. Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the minority and/or resident participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Chief Urban Redevelopment Officer.
- ii. The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the Office of the City Council.
- iii. Final decisions regarding ability to meet the Policy requirements in the contract shall rest with the Mayor and the members of the City Council.

City of Las Vegas Economic Development Projects Resolution

[INSERT RESO]

Assembly Bill No. 664- Assemblymen Arberry and Wendell Williams

Chapter 621

An ACT relating to the redevelopment of communities; requiring a proposal for a project of redevelopment to include an employment plan; and providing other matters property relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY,
DO ENACT AS FOLLOWS:

Section 1. NRS 279.572 is hereby amended to read as follows:

1. Every redevelopment plan must show:

- [1.] (a) The amount of open space to be provided and the layout of streets.
- [2.] (b) Limitations on type, size, height, number and proposed use of buildings.
- [3.] (c) The approximate number of dwelling units.
- [4.] (d) The property to be devoted to public purposes and the nature of those purposes
- [5.] (e) Other covenants, conditions and restrictions which the legislative body prescribes.
- [6.] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

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

- (a) A description of the existing opportunities for employment within the area.
- (b) A projection of the effect that the redevelopment project will have on opportunities for employment within the area.
- (c) A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:
 - (1) Economically disadvantaged
 - (2) Physically handicapped
 - (3) Members of racial minorities
 - (4) Veterans
 - (5) Women

EXHIBIT F

SCOPE OF DEVELOPMENT GSA/IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE BUILDING

The following outlines the proposed preliminary terms for the GSA/Immigration and Customs Enforcement Lease sought by the GSA through SFO#8NV2013.

- Lessor:** PH ICE, LLC, a Nevada limited liability company, ("Lessor").
- Lessee:** The General Services Administration ("GSA") with its Sublease tenant being Immigration and Customs Enforcement.
- Property:** A 3-story office building located on Bonanza, east of Grand Central Parkway in downtown Las Vegas (APN 139-22-401-301). The new office building will yield approximately 60,000 square feet, with total net useable square feet of approximately 51,108 square feet.
- Required Leasable Space:** The GSA requires 58,909 leasable square feet of space. The leasable space shall yield a minimum of 51,225 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment.

EXHIBIT G

SCHEDULE OF PERFORMANCE

[To be completed during Feasibility Review Period]

EXHIBIT H

GRANT, BARGAIN AND SALE DEED

**[To be completed during Feasibility Review period
based on the Deed used by CPY and PH GSA LLC
For the IRS Building]**

Public Purpose/Impact Analysis

Title of Project: Potential Immigration and Customs Enforcement building

Project Description: 55,000 square feet office north of the 515 freeway

Sponsor/Developer: Office of Business Development / City Parkway IV A, Inc.

Assistance Provided by: IMPLAN

Number of Direct Jobs Created: -0-

Number of Indirect Jobs Created: 85

Number of Direct Jobs Retained: 170

Pertinent Statutes Used for Public Purpose:

N.R.S. 244, N.R.S. 266, N.R.S. 268

How Does the Project Benefit the Public:

New construction during economic downturn. Project is north of the 515 freeway creating synergy toward the northwest part of downtown. It also retains 170 jobs in the Las Vegas valley bringing them into the downtown core to support existing retail.

Quantitative Economic Benefits:

- 1) A total of 250 construction workers on site**
- 2) 170 employees relocated to downtown**
- 3) \$29.8 Million economic impact from operations**
- 4) \$29.4 Million economic impact from construction**
- 5) \$84,000 in new annual property taxes**

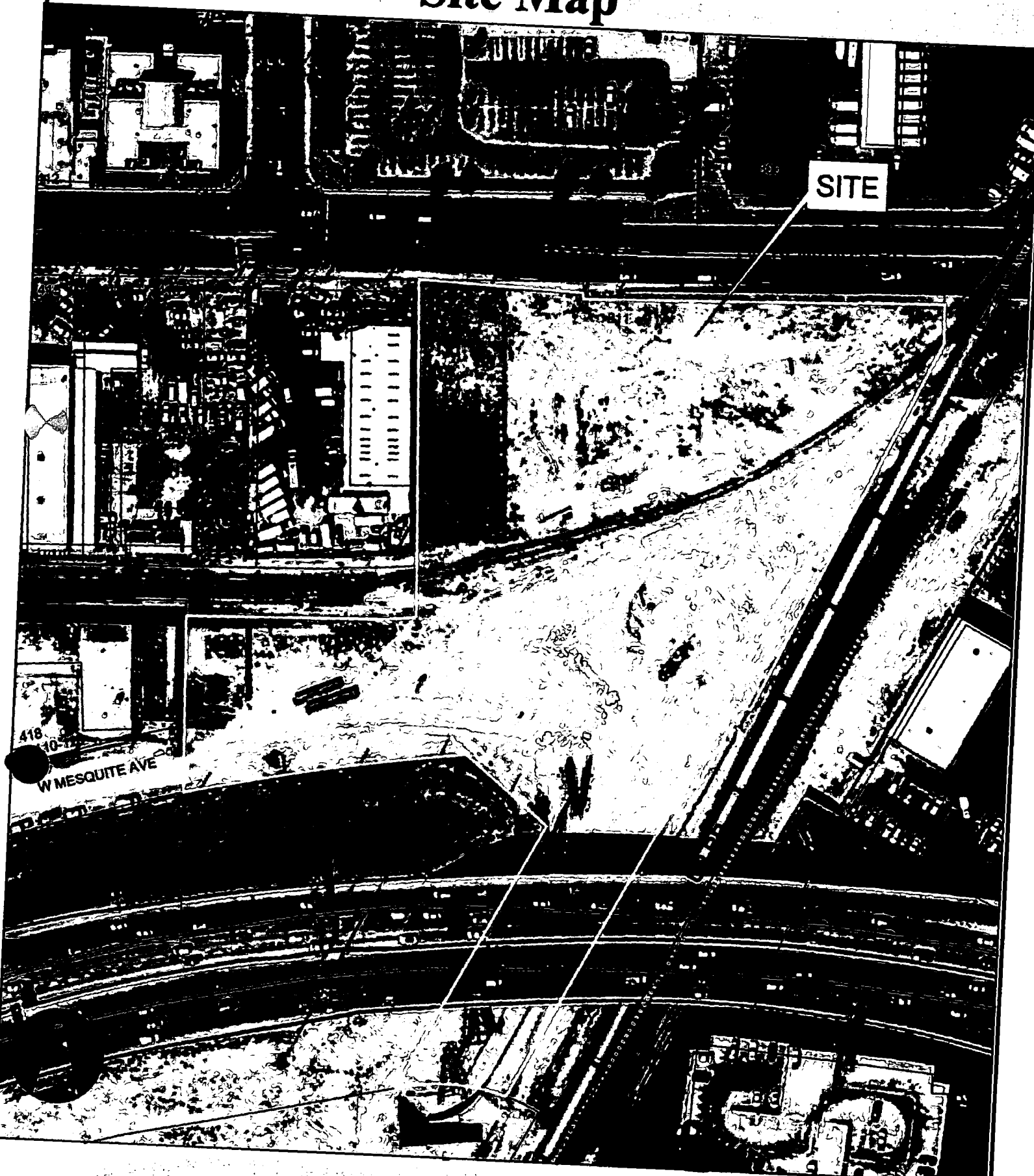
Private Investment:

- 1) Approximately \$1.6 million in site improvements**
- 2) New 55,000 square foot office building**

Public Investment:

A reduced land price from 1) high value of \$1,256,382 and 2) Clark County Assessor Taxable Value \$804,986 *without considering site issues*. Sales price exceeds low value of \$370,000. Site sold in "as is" condition.

Site Map



SITE

418
10-12
W MESQUITE AVE

