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RESOLUTION NO. R-15-2014

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND PROVIEW SERIES, LLC ("OWNER & QSP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-110-074

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on September 19, 2012, the form for the Quick Start Program Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive, in the form of a grant, for property owners and/or tenants of commercial properties to invest in

1 properties that have been subjected to deferred maintenance and must comply with current
2 building and fire code standards; and

3 WHEREAS, PROVIEW SERIES, LLC (the "OWNER & QSP
4 PARTICIPANT") is the owner of real property and improvements located at 10 EAST
5 CHARLESTON BOULEVARD, and which parcel is commonly known as APN 162-03-110-
6 074 (the "Site") and is undertaking certain code compliance and deferred maintenance
7 improvements to the property or the redevelopment of an underdeveloped property in
8 accordance with the Quick Start Program ("Project");

10 WHEREAS, the City Council of the City of Las Vegas has considered the
11 findings that the development of improvements to a building, facilities, structures or other
12 improvements to be located at the Site are of benefit to the Redevelopment Area or the
13 immediate neighborhood in which the Redevelopment Area is located; and

15 WHEREAS, the City Council of the City of Las Vegas has considered the
16 findings that no other reasonable means of financing the building, facilities or structures or
17 other improvements on the Site are available; and

19 WHEREAS, the City Council of the City of Las Vegas has considered the
20 undertakings of the Agency in connection with the Quick Start Program Agreement (the
21 "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to
22 PROVIEW SERIES, LLC for making code compliance and deferred maintenance
23 improvements to the building or property located on the Site, all as more fully set forth in the
24 Agreement.

26 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
27 the City of Las Vegas hereby finds and determines that the development of building, facilities,
28

1 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
2 immediate neighborhood in which the Redevelopment Area is located; and

3 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
4 finds and determines there are no reasonable means of financing those building, facilities,
5 structural or other improvements on the Site; and

6
7 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
8 consents to the undertakings of the Agency in connection with the Agreement with the QSP
9 Participant for the Project concerning the development on the Site.

10 THE FOREGOING RESOLUTION was passed, adopted and approved this
11
12 21 day of May, 2013.

13 CITY OF LAS VEGAS

14 By 
15 CAROLYN G. GOODMAN, Mayor

16 ATTEST:

17 
18 BEVERLY K. BRIDGES, MMC
19 CITY CLERK

20 APPROVED AS TO FORM:

21  4/17/14
22 Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this 21 day of May, 2014, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and PROVIEW SERIES, LLC ("OWNER & QSP PARTICIPANT").

Recitals

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

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

WHEREAS, the Owner & QSP Participant is the owner of certain real property located at 10 E. Charleston in downtown Las Vegas which is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

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

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

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

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

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community

Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 6th Floor, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and QSP Participant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment 2, "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment 3 and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 60 days of execution of this Agreement by the Agency, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

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

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

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

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

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

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

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

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

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

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

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or QSP Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment 4 incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in

Owner or any principal member of Owner. Throughout the term hereof, Owner and/or QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

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

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

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

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

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

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

LIST OF ATTACHMENTS

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

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT SIX (6) AND SEVEN (7) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, ACCORDING TO THE PLAT OF RECORD IN BOOK 1 OF PLATS, AT PAGE 52, ON FILE IN THE OFFICE OF THE RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

Inst #: 201301170000361
Fees: \$21.00 N/C Fee: \$25.00
RPTT: \$0.00 Ex: #003
01/17/2013 08:26:24 AM
Receipt #: 1462572
Requestor:
FIRST AMERICAN TITLE RENO
Recorded By: MAT Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN# 162-03-110-074
Recording Requested by:
Name: PROVIEW SERIES 14, LLC
Address: 144 N. BRISTOL AVENUE
City/State/Zip: LOS ANGELES, CA 90049
2438942

GRANT, BARGAIN AND SALE DEED
(Title of Document)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

W.D. Bernard TITLE OFFICER
Signature Title

W. D. BERNARD
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE GRANTEE NAME.

APN 162-03-110-074

RECORDING REQUESTED BY:

MAIL TAX STATEMENTS
AND WHEN RECORDED MAIL TO:

Proview
Proview Series 14, LLC
144 N. Bristol Avenue
Los Angeles, CA 90044

Inst #: 201212170002992

Fees: \$19.00 N/C Fee: \$25.00

RPTT: \$1912.50 Ex: #

12/17/2012 01:32:56 PM

Receipt #: 1424141

Requestor:

FIRST AMERICAN TITLE RENO

Recorded By: GILKS Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

THIS SPACE FOR RECORDER'S USE ONLY:

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, hereby GRANT(S),

10 E Charleston Blvd., LLC, a Nevada Limited Liability Company

BARGAIN(S), SELL(S) AND CONVEY(S) to:

Proview
Proview Series 14, LLC A Nevada limited liability Company

that property in Clark County, Nevada, described as:

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

Also Known as: 10 E. Charleston Blvd., Las Vegas, NV 89104

APN#: 162-03-110-074

DATE: December 7, 2012

PLEASE SEE PAGE TWO FOR GRANTOR'S SIGNATURE.

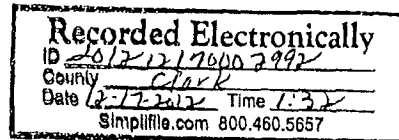
MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

APN 162-03-110-074

RECORDING REQUESTED BY:

MAIL TAX STATEMENTS
AND WHEN RECORDED MAIL TO:
PROVIEW

Preview Series 14, LLC
144 N. Bristol Avenue
Los Angeles, CA 90044



THIS SPACE FOR RECORDER'S USE ONLY:

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, hereby GRANT(S),

10 E Charleston Blvd., LLC, a Nevada Limited Liability Company

BARGAIN(S), SELL(S) AND CONVEY(S) to:

Proview
Preview Series 14, LLC A Nevada limited liability Company

that property in Clark County, Nevada, described as:

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

Also Known as: 10 E. Charleston Blvd., Las Vegas, NV 89104

APN#: 162-03-110-074

DATE: December 7, 2012

PLEASE SEE PAGE TWO FOR GRANTOR'S SIGNATURE.

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

GRANT, BARGAIN, AND SALE DEED - PAGE TWO

GRANTOR'S SIGNATURE:

10 E. Charleston Blvd., LLC,
a Nevada limited liability company

By: [Signature]
Its: MANAGER
Name: STEVEN ANAWIM

STATE OF California)
COUNTY OF Los Angeles)SS

On December 11, 2012 before me, Alexandra Maravilla, a

Notary Public personally appeared Steven Anawim,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the within instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

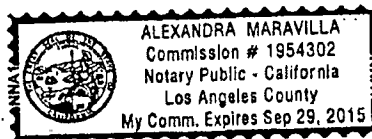
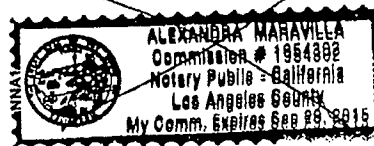


EXHIBIT 'A'

LOTS SIX (6) AND SEVEN (7) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, ACCORDING TO THE PLAT OF RECORD IN BOOK 1 OF PLATS, AT PAGE 52, ON FILE IN THE OFFICE OF THE RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Installation of grease intercept	\$	38,700
Replace HVAC with more energy efficient units	\$	35,500
Replace vanities & toilets with water efficient fixtures (men's & women's restrooms)	\$	6,300
ADA Women's and Men's Restrooms	\$	28,860
Replace flooring with tile and hardwood floor	\$	56,210
Replace all interior electrical fixtures with energy efficient lighting	\$	16,880
Install new insulation	\$	7,000
Replace drywall	\$	16,400
drywall taping	\$	4,200
Paint interior	\$	8,800
Millwork	\$	64,165
Trash	\$	6,000
Underground plumbing & domestic water line replacement	\$	21,160
Soft demolition and haul away	\$	7,200
Common labor and clean up	\$	4,890
Retrofit existing fire sprinklers to get code requirement	\$	22,340
Fire alarm	\$	16,000
Replace existing ceiling with drywall in order to meet fire department code requirements	\$	14,815
	\$	375,420

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 120 days.

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name PROVIEW SERIES, LLCMailing Address 11022 SANTA MONICA BLVD STE 230, LOS ANGELES, CA 90025Business Phone 310-914-7777Tax ID or Social Security Number 45-5130416

Ownership Interest

Estate in Severalty _____
Limited LIABILITY COMPANY
Disclosure of Ownership/Principals

Tenancy in Common _____

Joint Tenancy _____

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

Full Name & Title	Business Address	Business Phone
KAMRAN FOULADPOURKHAN (MANAGER)	1115 S. CASINO CENTER BLVD. STE. 1, LAS VEGAS 89104	702-468-9900

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document QUICK START REAL PROPERTY OWNER CONSENT

Date of Attached Document JANUARY 28, 2013

Number of pages 2

Certificate of Disclosure of Ownership/Principal – Real Property

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

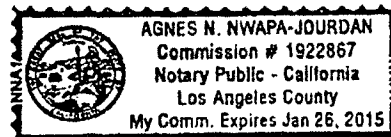
Signature K. Foulad

Date 1/28/13

State of CALIFORNIA
County of LOS ANGELES

This instrument was acknowledged before me on JANUARY 28, 2013 (date) by
KAMRAN FOULADBAKHSH (name of person).

Notary Public: Agnes N. Jourdan



ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
COUNTY OF CLARK } ss:

Please Print Legibly

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

1. I am a corporate officer, managing member, or sole proprietor of the PROVIEW SERIES LLC company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 10 E. CHARLESTON BLVD. ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

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

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

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

QUICK START AGREEMENT

4. Participant hereby warrants the following:

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

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

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

DATED this 28 day of JAN, 2013

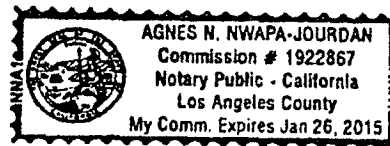
Authorized Signature: KDF

SIGNED AND SWORN TO before

me this 28th day of JANUARY, 2013, by KAMRAN FOULADPAKHS

NOTARY PUBLIC Agnes N. Jourdan

My Commission Expires: JANUARY 26, 2015



LIST OF ATTACHMENTS

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

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT SIX (6) AND SEVEN (7) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, ACCORDING TO THE PLAT OF RECORD IN BOOK 1 OF PLATS, AT PAGE 52, ON FILE IN THE OFFICE OF THE RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

Inst #: 201301170000361

Fees: \$21.00 N/C Fee: \$25.00

RPTT: \$0.00 Ex: #003

01/17/2013 08:26:24 AM

Receipt #: 1452572

Requestor:

FIRST AMERICAN TITLE RENO

Recorded By: MAT Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN# 162-03-110-074

Recording Requested by:

Name:

PROVIEW SERIES 14, LLC

Address:

144 N. BRISTOL AVENUE

City/State/Zip:

LOS ANGELES, CA 90049

2438942

GRANT, BARGAIN AND SALE DEED
(Title of Document)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

W. J. Bernard TITLE OFFICER
Signature Title

W. J. BERNARD
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE GRANTEE NAME.

APN 162-03-110-074

RECORDING REQUESTED BY:

MAIL TAX STATEMENTS

AND WHEN RECORDED MAIL TO:

Proview

Proview Series 14, LLC

144 N. Bristol Avenue

Los Angeles, CA 90044

Inst #: 201212170002992

Fees: \$19.00 N/C Fee: \$25.00

RPTT: \$1912.50 Ex: #

12/17/2012 01:32:56 PM

Receipt #: 1424141

Requestor:

FIRST AMERICAN TITLE RENO

Recorded By: GILKS Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

THIS SPACE FOR RECORDER'S USE ONLY:

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, hereby GRANT(S),

10 E Charleston Blvd., LLC, a Nevada Limited Liability Company

BARGAIN(S), SELL(S) AND CONVEY(S) to:

Proview

Proview Series 14, LLC A Nevada limited liability Company

that property in Clark County, Nevada, described as:

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

Also Known as: 10 E. Charleston Blvd., Las Vegas, NV 89104

APN#: 162-03-110-074

DATE: December 7, 2012

PLEASE SEE PAGE TWO FOR GRANTOR'S SIGNATURE.

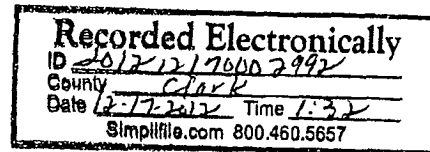
MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

APN 162-03-110-074

RECORDING REQUESTED BY:

MAIL TAX STATEMENTS
AND WHEN RECORDED MAIL TO:
PROVIEW

Preview Series 14, LLC
144 N. Bristol Avenue
Los Angeles, CA 90044



THIS SPACE FOR RECORDER'S USE ONLY:

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, hereby GRANT(S),

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Proview
Preview Series 14, LLC A Nevada limited liability Company

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

Also Known as: 10 E. Charleston Blvd., Las Vegas, NV 89104

APN#: 162-03-110-074

DATE: December 7, 2012

PLEASE SEE PAGE TWO FOR GRANTOR'S SIGNATURE.

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

GRANT, BARGAIN, AND SALE DEED - PAGE TWO

GRANTOR'S SIGNATURE:

10 E. Charleston Blvd., LLC,
a Nevada limited liability company

By: [Signature]
Its: MANAGER
Name: STEVEN ANAVIM

STATE OF California)
COUNTY OF Los Angeles) SS

On December 11, 2012 before me, Alexandra Maravilla, a

Notary Public personally appeared Steven Anavim,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the within instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

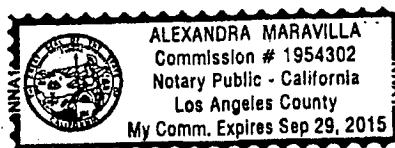
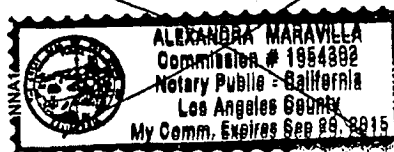


EXHIBIT 'A'

LOTS SIX (6) AND SEVEN (7) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, ACCORDING TO THE PLAT OF RECORD IN BOOK 1 OF PLATS, AT PAGE 52, ON FILE IN THE OFFICE OF THE RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Installation of grease intercept	\$ 38,700
Replace HVAC with more energy efficient units	\$ 35,500
Replace vanities & toilets with water efficient fixtures (men's & women's restrooms)	\$ 6,300
ADA Women's and Men's Restrooms	\$ 28,860
Replace flooring with tile and hardwood floor	\$ 56,210
Replace all interior electrical fixtures with energy efficient lighting	\$ 16,880
Install new insulation	\$ 7,000
Replace drywall	\$ 16,400
drywall taping	\$ 4,200
Paint interior	\$ 8,800
Millwork	\$ 64,165
Trash	\$ 6,000
Underground plumbing & domestic water line replacement	\$ 21,160
Soft demolition and haul away	\$ 7,200
Common labor and clean up	\$ 4,890
Retrofit existing fire sprinklers to get code requirement	\$ 22,340
Fire alarm	\$ 16,000
Replace existing ceiling with drywall in order to meet fire department code requirements	\$ 14,815
	<u><u>\$ 375,420</u></u>

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 120 days.

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name PROVIEW SERIES, LLCMailing Address 11622 SANTA MONICA BLVD STE 230, LOS ANGELES, CA 90025Business Phone 310-914-7777Tax ID or Social Security Number 45-5130416

Ownership Interest

Estate in Severalty _____
 Limited LIABILITY COMPANY
 Disclosure of Ownership/Principals

Tenancy in Common _____

Joint Tenancy _____

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

Full Name & Title	Business Address	Business Phone
KAMEAN FOULADBAKHSH (MANAGER)	1115 S. CASINO CENTER BLVD. STE. 1, LAS VEGAS 89104	702-468-9900

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document QUICK START REAL PROPERTY OWNER CONSENT

Date of Attached Document JANUARY 28, 2013

Number of pages 2

Certificate of Disclosure of Ownership/Principal – Real Property

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

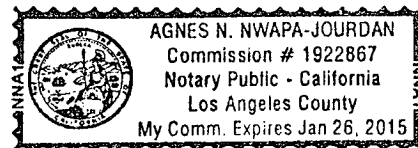
Signature K. Foulad

Date 1/28/13

State of CALIFORNIA
County of LOS ANGELES

This instrument was acknowledged before me on JANUARY 28, 2013 (date) by
KAMRAN FOULADBAKHSH (name of person).

Notary Public: Agnes N. Jourdan



ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
COUNTY OF CLARK } ss:

Please Print Legibly

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

1. I am a corporate officer, managing member, or sole proprietor of the PROVIEW SERIES LLC company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 10 E. CHARLESTON BLVD. ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

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

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

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

QUICK START AGREEMENT

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. KDF (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. KDF (initial)
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DATED this 28 day of JAN, 2013

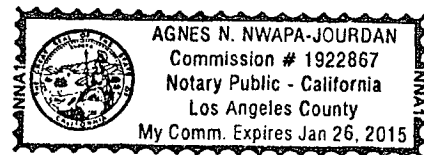
Authorized Signature: KDF

SIGNED AND SWORN TO before

me this 28th day of JANUARY, 2013, by KAMRAN FOULADBAKHS

NOTARY PUBLIC Agnes N. Nwapa-Jourdan

My Commission Expires: JANUARY 26, 2015



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 21, 2014

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT

DIRECTOR: WILLIAM ARENT

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-15-2014 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Proview Series, LLC, (Owner) located at 10 East Charleston Boulevard, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-6-2014)]

Fiscal Impact



No Impact



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

☐ Augmentation Required

PURPOSE/BACKGROUND:

This is related to a Redevelopment item regarding assisting Proview Series, LLC, with the cost of improvements to the property located at 10 East Charleston Boulevard (APN 162-03-110-074). Approval will adopt findings that the QSP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Resolution No. R-15-2014
2. Site Map

Motion made by STAVROS S. ANTHONY to Approve the Consent Agenda except item(s) 25, 49

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BOB COFFIN, RICKI Y. BARLOW, LOIS TARKANIAN, CAROLYN G. GOODMAN,
STAVROS S. ANTHONY, STEVEN D. ROSS, BOB BEERS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

APPROVED