RESOLUTION NO. RA-7-2015

RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START PROGRAM ("QSP") AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND WOLFSON MEDICAL CENTER DOWNTOWN, LLC AS OWNER AND QSP PARTICIPANT TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE QSP AGREEMENT BY THE AGENCY

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

WHEREAS, WOLFSON MEDICAL CENTER DOWNTOWN , LLC (the "OWNER") is the owner of real property and improvements located at 921 SOUTH LAS VEGAS BOULEVARD, and which parcel is commonly known as APN 139-34-410-167, 168 AND 169 (the "Site"); and

WHEREAS, WOLFSON MEDICAL CENTER DOWNTOWN, LLC (the "QSP PARTICIPANT") is the owner of the real property located at 921 SOUTH LAS VEGAS BOULEVARD and is undertaking certain exterior, interior and code compliance improvements to the property in accordance with the Quick Start Program; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the Governing Body of the Agency has determined that the Quick Start Program Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the QSP Participant for making exterior, interior and code compliance improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION was passed, adopted and approved this __1st__ day of _April_, 2015.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: C Goodman
CAROLYN G. GOODMAN, Chairman

ATTEST:

Luann D. Holmes
LUANN D. HOLMES
ACTING SECRETARY

APPROVED AS TO FORM:

J. Ponticello 3/17/15
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this ___1____ day of ____April_____________, 2015, 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 WOLFSON MEDICAL CENTER DOWNTOWN, 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 921 South Las Vegas Boulevard 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 1000% 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 Stárt 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. QSP Participant shall complete the improvements within 180 days of execution of this Agreement. 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 five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 17: 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.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " inclusive, 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 Agency and the Owner and/or QSP Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on OCTOBER 1, 2014 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

APRIL 1, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

____
LuAnn D. Holmes
Acting Secretary

WOLSFON MEDICAL CENTER DOWNTOWN, LLC

By: ______________________________
Eric Wolfson
"Owner & QSP Participant

APPROVED AS TO FORM:

____
Counsel to the Agency Date

____
Print Name

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 " 4-A "	DISCLOSURE OF PRINCIPALS (Tenant &QSP Participant)
ATTACHMENT " 5 "	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	QUICK START REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN\ (7), EIGHT (8), THE WEST EIGHTY FIVE FEET (85') OF LOT NINE (9), AND LOTS THIRTY (30), THIRTYONE (31) AND THIRTY-TWO (32) IN BLOCK TWENTY-SEVEN (27) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

Inst #: 201311010000972
Fees: $23.00 N/C Fee: $0.00
RPTT: $11424.00 Ex: #
11/01/2013 10:51:22 AM
CONFORMED COPY
Receipt #: [illegible]9616
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: ECM Pgs: 8
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 139-34-410-167, 139-34-410-168, 139-34-410-169, 139-34-410-200
R.P.T.T.: $11,424.00

Escrow #13-09-0140-KR

Mail tax bill to and
When recorded mail to:
Wolfson Medical Center Downtown, LLC
921 S. Las Vegas Blvd
Las Vegas, NV 89101

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **921 SLVB, LLC, a Nevada limited liability company who acquired title as 921 SLVB, LLC,** for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **Wolfson Medical Center Downtown, LLC, a Nevada limited liability company,** all that real property situated in the County of **Clark,** State of Nevada, bounded and described as follows:

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

COMMONLY KNOWN ADDRESS:
900 S. 6th Street & 903, 905, 921 S. Las Vegas Blvd., Las Vegas, NV 89101

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 30 day of Oct, 2013.

921 SLVB, LLC, a Nevada limited liability company

By: The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager

see attached

By: Dorothy Finger, Trustee

SIGNED IN COUNTERPART

By: KABOB, LLC, a Utah limited liability company, its Manager

KABOB, LLC, a Utah limited liability company

By: Robert G. Knox, Managing Member

Robert G. Knox, Managing Member

IN WITNESS WHEREOF, this instrument has been executed this 30 day of Oct , 2013.

921 SLVB, LLC, a Nevada limited liability company

By: The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager

Dorothy Finger TR

By: Dorothy Finger, Trustee
Dorothy Finger

PLS SEE ATTACHED CA ACKNOWLEDGMENT

By: KABOB, LLC, a Utah limited liability company, its Manager

Signed in counterpart

By: Robert G. Knox, Managing Member

State of ________________ }
} ss:
County of ________________ }

This instrument was acknowledged before me on ______________________________
by Dorothy Finger as Trustee
of The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager of 921 SLVB, LLC, a Nevada limited liability company

PLS SEE ATTACHED
CA ACKNOWLEDGMENT

see attached ______________________________
NOTARY PUBLIC
My Commission Expires: ____________________

State of ________________ }
} ss:
County of ________________ }

This instrument was acknowledged before me on ______________________________
by Robert G. Knox as Managing Member
of KABOB, LLC, a Utah limited liability company, its Manager of 921 SLVB, LLC, a Nevada limited liability company

see attached ______________________________
NOTARY PUBLIC
My Commission Expires: ____________________

State of ____________ }
} ss:
County of ____________ }

This instrument was acknowledged before me on ____________
by Dorothy Finger as Trustee
of The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager of 921 SLVB, LLC, a Nevada limited liability company

____
NOTARY PUBLIC
My Commission Expires: ____________

State of NV }
} ss:
County of CLARK }

This instrument was acknowledged before me on 10/30/13
by Robert G. Knox as Managing Member
of KABOB, LLC, a Utah limited liability company, its Manager of 921 SLVB, LLC, a Nevada limited liability company

K. Ravelo
NOTARY PUBLIC
My Commission Expires: 2/24/16

K. Ravelo

K. RAVELO
Notary Public State of Nevada
No. 96-2157-1
My appt. exp. Feb. 24, 2016

NO. 9621571
Exp. 2/24/16

CERTIFICATE OF ACKNOWLEDGMENT
California All-Purpose Acknowledgment

State of California
County of Contra Costa

On 10·30·13 before me, M. MARCUCCI, Notary Public,
Date / Name of Officer

personally appeared DOROTHY FINGER,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

M. MARCUCCI
COMM. #2020860
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires May. 17, 2017
ASC3

M. Marcucci
#2020860 Exp 5-17-17

M. Marcucci
Signature of Notary Public

Place Notary Seal Above

Description of Attached Document

Title or Type of Document: GRANT, BARGAIN, SALE DEED

Document Date: ______ Number of Pages: 5

Signers(s) other than named above: ______

EXHIBIT "A"

LOTS THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), THE WEST EIGHTY FIVE FEET (85') OF LOT NINE (9), AND LOTS THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK TWENTY-SEVEN (27) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 139-34-410-167, 139-34-410-168, 139-34-410-169, 139-34-410-200
   b) ______
   c) ______
   d) ______

2. Type of Property:

a. ☐ Vacant Land	b. ☐ Sgl. Fam. Residence		
c. ☐ Condo/Twnhse	d. ☐ 2-4 Plex		
e. ☐ Apt. Bldg.	f. ☒ Comm'l/Ind'l		
g. ☐ Agricultural	h. ☐ Mobile Home		
☐ Other ______			

FOR RECORDER'S OPTIONAL USE ONLY
Book:______ Page ______
Date of Recording:______
Notes:

3. a. Total Value/Sales Price of Property $2,240,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) ______
   c. Transfer Tax Value: $2,240,000.00
   d. Real Property Transfer Tax Due $11,424.00

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section: ______
   b. Explain Reason for Exemption: ______

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: ______ Capacity: GRANTOR/SELLER

Signature: ______ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	921 SLVB, LLC, a Nevada limited liability company	Print Name:	Wolfson Medical Center Downtown, LLC, a Nevada limited liability company
Address:	3734 Ecker Hill Dr	Address:	921 S. Las Vegas Blvd
City:	Park City	City:	Las Vegas
State:	UT Zip: 84098	State:	NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 13-09-0140-KR
Address: 3993 Howard Hughes Parkway, Suite 120
City: Las Vegas State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Electrical	$ 53,900
Plumbing	$ 32,092
HVAC	$ 21,952
Fire Sprinkler	$ 22,750
Elevator Modernization	$ 70,561
Structural Steel Roof Modifications	$ 8,200
Steel Deck / Concrete Floor Repair	$ 6,500
Roofing	$ 9,895
Fire Penetration Caulking	$ 500
Elevator / Stairway Electrical Updates	$ 10,000
Elevator / Stairway Fire Alarm Updates	$ 10,210
Electrical HVAC Unit Conduit	$ 15,800
HVAC Staircases / Lobby	$ 5,413
Plumbing (Gas and Condensate Lines)	$ 9,560
HVAC Units (Alternate)	$ 61,818
Painting (Stairway Interiors, 1st Floor Lobby and Stairs)	$ 19,391
Remove Vault Doors (2)	$ 2,800
Parking Lot (Front) Crack Fill, Seal Coat and Stripe	$ 2,995
Parking Lot (Rear) 1-1/2" Asphalt Overlay	$ 9,850
Replace Damaged / New Bumper Blocks in Both Parking Lots	$ 1,784
Remove and Replace Damaged 'A' Curbing	$ 1,400
Remove and Replace Walkway with Handi-cap access	$ 3,600
Remove Planter	$ 3,596
Landscape	$ 7,500
Security Fence	$ 1,500
Framing	$ 11,417
Insulation	$ 3,510
Drywall & Ceiling	$ 24,508
X-ray Lead Lined Walls	$ 4,676
Finish work	$ 101,857
Misc	$ 4,900
General Contractor	$ 74,646
	$ 619,081

Estimated QSP Grant	$ 50,000

Schedule of Improvemetns

Work will be completed within 180 days of executing the Agreement

Attachment 4 *Please Print Legibly*

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name Wolfson Medical Center Downtown. LLC

Mailing Address 6803 W. Tropicana Ave Las Vegas. NV 89103

Business Phone (702) 452-2525

Tax ID or Social Security Number ______

Ownership Interest

Estate in Severalty ✓ Tenancy in Common______ Joint Tenancy______

Disclosure of Ownership/Principals

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
Eric Wolfson - manager	6803 W. Tropicana Ave Las Vegas. NV 89103	(702) 452-2525

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*:______

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 ____________________

Date of Attached Document ____________________

Number of pages _____

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 ____________________

Date 8/29/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 29 2014 (date) by Eric Wolfson (name of person).

Notary Public: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-78443-1
My Appt. Expires Nov. 10, 2014

Attachment 4 A

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Wolfson Medical Center Downtown, LLC

Mailing Address 6803 W. Tropicana Ave Las Vegas NV 89103

Business Phone (702) 452-2525

Tax ID or Social Security Number ____________________

Type of Business

Sole Proprietor _____ Partnership ______ Limited Liability Company ✓ Corporation ______

Disclosure of Ownership/Principals

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
Eric Wolfson Manager	6803 W. Tropicana Ave Las Vegas, NV 89103	(702) 452-2525

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:*_________

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 ______________________________

Date of Attached Document ______________________________

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Business

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

Signature ______________________________

Date 8/29/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 29, 2014 (date) by
Eric Wolfson (name of person).

Notary Public: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-73443-1
My Appt. Expires Nov. 10, 2014

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF ___________}
                                } ss:
COUNTY OF ________}

Please Print Legibly

I, Eric Wolfson, 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 Wolfson Medical Ctr a 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 921 S. Las Vegas 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.

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. EW (initial)
    b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. EW (initial)
    c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. EW (initial)
    d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. EW (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 29th day of August.

Authorized Signature: ____________________

SIGNED AND SWORN TO before me this 29th day of August 2014, by Eric Wolfson

NOTARY PUBLIC Alice A. Rohr

My Commission Expires:

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-78443-1
My Appt. Expires Nov. 10, 2014

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF ________________ }
} ss:
COUNTY OF ________________}

I, Eric Wolfson__________, owner and/or authorized representative of APN# 139-34-410-167, 168, 169 also commonly known as 921 S. Las Vegas Blvd. ________(the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") **and** consent to the participation in the Quick Start Program which are to be undertaken by Wolfson Medical Center Downtown the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 29th day of August, 2014.

Property Owner Name: ______________________

Authorized Representative: Eric Wolfson

SIGNED AND SWORN TO before me this 29th day of August, 2014, by Eric Wolfson.

NOTARY PUBLIC Alice A. Rohr
My Commission Expires:

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-78443-1
My Appt. Expires Nov. 10, 2014