

APN: 162-21-102-009

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Clark County Public Works
500 South Grand Central Parkway
Las Vegas, Nevada 89155-4000**

**AGREEMENT FOR ACCESS TO OLE RED FROM THE PUBLIC PEDESTRIAN BRIDGE AT
THE SOUTHEAST CORNER OF FLAMINGO ROAD AND LAS VEGAS BOULEVARD SOUTH**

THIS AGREEMENT (“Agreement”) made and entered into as of this 18th day of July, 2023, by and among the County of Clark, a political subdivision of the State of Nevada (“County”), Ole Red Las Vegas, LLC, a Delaware limited liability company dba Ole Red (“Ole Red”), JGB Vegas Retail Lessee, LLC, a Delaware limited liability company (“Grand Bazaar”), and Parball Newco, LLC, a Delaware limited liability company dba Horseshoe Las Vegas (“Parball”). Ole Red, Grand Bazaar, and Parball are referred to collectively as (“Owners”). Ole Red, Grand Bazaar, Parball, and the County are sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Parball is the owner of the real property near the southeast corner of Las Vegas Boulevard South and Flamingo Road, located at 3645 Las Vegas Boulevard South, Las Vegas, Nevada 89109, Assessor’s Parcel Number 162-21-102-009, as legally described in Exhibit “A”, attached hereto (the “Property”).

WHEREAS, pursuant to that certain Ground Lease dated as of December 23, 2011, as amended by that certain First Amendment to Ground Lease dated as of October 11, 2013, that certain Second Amendment to Ground Lease dated as of September 28, 2018, that certain Third Amendment to Ground Lease dated as of May 29, 2019, that certain Letter Agreement, dated as of October 27, 2021, and that certain Fourth Amendment to Ground Lease dated as of September 23, 2022 (as amended, the “Ground Lease”) between Parball, as landlord, and Grand Bazaar, as tenant, Parball leased approximately 2.46 acres of the Property to Grand Bazaar, and Grand Bazaar constructed that certain project commonly known as the Grand Bazaar Shops.

WHEREAS, pursuant to that certain Sublease Agreement dated as of October 27, 2021 (the “Sublease”), Grand Bazaar subleased a portion of the Property to Ole Red consisting of approximately 7,872 square feet on which Ole Red intends to construct a three-story building with rooftop and exterior improvements (“Ole Red Building”).

WHEREAS, Ole Red has an approved Use Permit (UC-22-0280), hereinafter referred to as the “Use Permit” which shows a connection and direct ingress and egress from the second floor of the Ole Red Building and related appurtenances to the existing pedestrian overpass at the southeast corner of Las Vegas Boulevard South and Flamingo Road. Ole Red will construct the Betterments (as defined below) at its sole cost and expense as depicted in the site plan and elevations attached hereto as Exhibit “B”.

WHEREAS, Grand Bazaar and Parball have agreed to allow Ole Red to construct, at Ole Red’s sole cost and expense, the Betterments as set forth herein.

WHEREAS, County has property rights over a portion of the property on which the Betterments, as defined herein, are to be constructed and agrees to allow Ole Red to construct the Betterments subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties to this Agreement for and in consideration of the mutual promises herein contained and for other good and valuable consideration do hereby agree as follows:

DEFINITIONS

“Betterments” shall mean a connection and west-facing direct ingress and egress entrance from the second floor of the Ole Red Building, including all structural, architectural, mechanical, and electrical components, and related appurtenances, in accordance with the plan approved and permitted by the County, and an extended landing area, constructed by Ole Red in accordance with Exhibit “B” to connect to the existing Public Pedestrian Bridge across Las Vegas Boulevard South.

“Public Pedestrian Bridge” shall mean all existing structural, foundational, architectural, mechanical, and electrical components, and related appurtenances, at the easterly portion of the southerly leg of the pedestrian grade separation system at the intersection of East Flamingo Road and Las Vegas Boulevard South and includes but is not limited to existing elevators, escalators, and stairs.

AGREEMENT

1. Connection and Construction of the Betterments to the Public Pedestrian Bridge. County agrees to allow Ole Red to construct, at its sole cost and expense, the Betterments and to connect the Betterments to the Public Pedestrian Bridge, subject to applicable laws, rules, regulations, and specifications of the United States, State of Nevada, and Clark County, Nevada. The Betterments will be constructed on that portion of the Property subleased to Ole Red, and on public property owned by the County. The County, in its sole discretion, may approve or disapprove any additional changes to the Betterments. The Betterments constructed by Ole Red must not conflict with the plans, specifications, construction, use, operations, and maintenance of the Public Pedestrian Bridge. Ole Red shall be responsible for all costs of any design, construction, reconstruction, installation, operation, maintenance, custodial services, repair, and replacement of the Betterments. All construction, reconstruction, installation, operation, maintenance, repairs, replacement, and custodial services of the Betterments must be performed in such a manner so as to pose no risk of danger to persons or property and in a manner acceptable to the County.

Prior to any construction and/or repair of the Betterments, Ole Red agrees to submit plans acceptable to the County. No work may be commenced until the County has approved said plans and the appropriate permits have been issued, and, the County, in its sole discretion, is satisfied that Ole Red’s work will not in any way interfere, conflict, damage and/or delay the Public Pedestrian Bridge and/or any other public improvements and/or County-owned property. Ole Red further agrees to cooperate with others doing work on or near the Public Pedestrian Bridge and not to interfere, conflict or delay any other construction, maintenance or repairs done by the County and/or others on or near the Public Pedestrian Bridge.

Once Ole Red obtains building permits for the Betterments, or any portion(s) of the Betterments, then construction of all Betterments must be completed within nine (9) months from the date of issuance of the first building permit for the Betterments, subject to force majeure.

During construction of the Betterments, Ole Red agrees to ensure that the existing elevators and escalators to the Public Pedestrian Bridge shall not be used by Owners, their contractors, subcontractors, inspectors, suppliers, materialmen or any other person or agent in conjunction with the construction of the

Betterments, or for the construction of the Betterments, or for access to the location of the Betterments for the purpose of work thereon while the Betterments are under construction.

2. Maintenance of the Betterments. Ole Red shall maintain, at its sole cost and expense, the Betterments, as long as the Betterments exist and the Sublease has not expired or terminated. Should the sublease expire or terminate, then Grand Bazaar and/or Parball shall be responsible for Ole Red's obligations set forth herein. All maintenance of the Betterments shall be performed in accordance with all applicable laws, specifications, standards, rules, and regulations of the United States, State of Nevada and the County, and in a manner satisfactory to the County, as solely determined by the County.

Should Ole Red fail to maintain the Betterments in accordance with this Agreement, then, Grand Bazaar and/or Parball shall be responsible and liable for said maintenance in accordance with this Agreement. Further, the County, after notifying Owners in writing, may require Owners to block, close off access to, or disconnect the Betterments from the Public Pedestrian Bridge and/or remove the Betterments from the Ole Red Building and/or the Property. The County may elect to, on its own and/or through use of the cash deposit required herein, block, close off access to, or disconnect the Betterments from the Public Pedestrian Bridge, remove the Betterments from the Ole Red Building and/or the Property, or perform the necessary maintenance itself and/or use the cash deposit required herein. In any event, Owners shall be responsible for all costs and expenses incurred by the County, as solely determined by the County, including any amounts that exceed the cash deposit set forth in Section 8 of this Agreement. Ole Red must pay the County for such costs and expenses of any action within thirty (30) calendar days of receipt of invoices from the County.

Ole Red specifically agrees not to construct, operate, maintain and/or utilize the Betterments in any way which will interfere, conflict or damage the Public Pedestrian Bridge and/or the use of the Public Pedestrian Bridge.

The County will not be responsible or liable to Owners for damage and/or repair to the Betterments and/or Ole Red's Building and/or the Property and/or loss of revenue, business, or profits as a result of any exercise of its rights hereunder in accordance with the terms and conditions of this Agreement.

3. Liability for Public Pedestrian Bridge. Ole Red shall be responsible, at its sole cost and expense, to the satisfaction of the County, for all interference, conflicts, delays, repairs and/or damage to the Public Pedestrian Bridge, including but not limited to, the elevators and escalators of the Public Pedestrian Bridge, arising in connection with the Betterments, including, but not limited to, construction, operation, use, removal, replacement, repairs and/or maintenance of the Betterments. Should Ole Red fail to adhere to these obligations, it shall promptly take the appropriate corrective action to resolve any interference, conflicts, delays, repairs and/or damage to the Public Pedestrian Bridge, as required by the County, which could include, but is not limited to, disconnection of the Betterments from the Public Pedestrian Bridge and/or removal of the Betterments from the Ole Red Building and/or Property, within one hundred eighty (180) days of Ole Red's receipt of all required permits for such removal (which Ole Red will pursue with commercially reasonable diligence), subject to force majeure. The County may elect to, on its own and/or through use of the cash deposit required herein, perform repairs to the Betterments, block, close off access to, or disconnect the Betterments from the Public Pedestrian Bridge, remove the Betterments from the Ole Red Building and/or the Property and/or take other action, as solely determined by the County, in its sole discretion, and, in such event, Ole Red shall be responsible for all costs related thereto incurred by the County, as solely determined by the County. Ole Red must pay the County for any action taken by the County exceeding the cash deposit pursuant to this paragraph within thirty (30) calendar days of receipt of invoice from the County.

If the County elects to disconnect the Betterments from the Public Pedestrian Bridge and/or remove the Betterments from the Ole Red Building and/or the Property, as provided in this section, the County will not be responsible or liable to Owners for damage and/or repair to the Betterments and/or the Old Red

Building and/or the Property and/or the loss of revenue, business or profits.

4. Free of Obstructions; Access. Ole Red shall construct, operate, maintain and/or utilize the Betterments in a safe manner so as to not endanger the public health, safety, and welfare of the public, as solely determined by the County or interfere, conflict, or damage the Public Pedestrian Bridge. The Betterments shall provide a clear pedestrian access alignment to the Public Pedestrian Bridge free of obstructions.

Owners agree that they shall not block, close, interfere, impede or compromise the pedestrian's use of the Betterments, including but not limited to, the Public Pedestrian Bridge and the safety of the pedestrians, except that Ole Red may temporarily block or close the Betterments as necessary to fulfill its obligations under Sections 1, 2, and 3 above, and Ole Red may temporarily close access to the Betterments during the hours the business is not operating or for other business operations as determined by Ole Red. In the event that Ole Red temporarily blocks or closes access to the Betterments, then Ole Red shall post directional signage directing the public to use the escalators, elevators, Ror stairs.

Owners agree that there shall not be any commercial advertising on the Betterments or the Public Pedestrian Bridge. However, directional signage, as approved by the County, in its sole discretion, must be posted regardless of whether the Betterments are in use that clearly indicates to pedestrians where public access is such as the location of the elevators, escalators, and stairs.

This Section 4 survives termination of this Agreement until such time that access to the Betterments are disconnected from the Public Pedestrian Bridge and/or removed from the Ole Red Building and/or the Property.

5. Conditions of Connection. Ole Red may have the Betterments connected to the Public Pedestrian Bridge so long as: a) the Public Pedestrian Bridge is in operation; b) this Agreement is in effect; c) Ole Red complies with the terms and conditions of this Agreement, as solely determined by the County; d) the Betterments do not create a dangerous or hazardous situation, as solely determined by the County; and e) there is no interference with the flow of pedestrian traffic and use of the Public Pedestrian Bridge by the public, as solely determined by the County. Owners agree to waive any and all claims, causes of actions, damages and/or suits related to the County's determination to require a ceasing in operation of the Betterments and/or blocking off access to and/or disconnecting the Betterments from the Public Pedestrian Bridge and/or removal of the Betterments from the Ole Red Building and/or the Property.

Notwithstanding the above, if the County, in its sole discretion, at any time determines that one or more of the conditions in the above stated paragraph exists, or the Betterments pose a threat to the health, safety or welfare of the public and/or are constructed, operated or maintained in an unsafe manner, as solely determined by the County, then, immediately upon notification from the County, Owners shall cease operation and use of the Betterments and Ole Red shall secure the area and take the required corrected action, as directed by the County and after notification by the County, to ensure the safety of the public, until further notification from the County. Ole Red shall, at its sole cost and expense, take the required corrective action, as directed by the County, which may include, but is not limited to, providing signage so pedestrians are clearly informed, blocking, closing off access to, or disconnecting the Betterments from the Public Pedestrian Bridge, and/or removing of the Betterments from the Ole Red Building and/or the Property, as directed and solely determined by the County. Alternatively, either Ole Red or the County may terminate this Agreement as set forth in Section 9(a), and upon said termination, Ole Red, at its sole cost and expense, shall block, close off access from, or disconnect the Betterments from the Public Pedestrian Bridge, and/or remove the Betterments from the Ole Red Building and/or the Property, as directed and solely determined by the County.

If the County, in its sole discretion, determines that the Betterments should be blocked, closed off access, or disconnected from the Public Pedestrian Bridge and/or removed from the Ole Red Building and/or the Property, then Owners, upon receipt of written notice from the County, must immediately, at no cost or expense to the County, take all necessary action to apply for and seek to obtain, within thirty (30) calendar days, the necessary permits, if required, to block, close off access to, or disconnect the Betterments from the Public Pedestrian Bridge and restore the Public Pedestrian Bridge and County-owned property to its original design. Ole Red shall remove the Betterments from the Ole Red Building and/or the Property within one hundred eighty (180) days of Ole Red's receipt of all required permits for such removal (which Ole Red will pursue with commercially reasonable diligence), subject to force majeure. If Ole Red fails to take the required corrective action as directed by the County, the County, in its sole discretion, may perform the work itself and/or seek recourse pursuant to the cash bond required in Section 8 of this Agreement, and, in such event, Ole Red shall be responsible to the County for all costs incurred by the County, as solely determined by the County, that exceed the amount of the cash bond. Ole Red must pay the County the amount of the costs incurred by the County pursuant to this paragraph within thirty (30) calendar-days of receipt of an invoice from the County.

If the County determines that the Betterments should be blocked, closed off access, or disconnected from the Public Pedestrian Bridge and/or removed from the Ole Red Building and/or the Property, as provided in this section, the County is not and will not be responsible or liable to Owners for damage and/or repair to the Betterments and/or the Ole Red Building and/or the Property and/or loss of revenue, business or profits. Owners grant permission to the County to enter the Property to block, close off access, or disconnect the Betterments from the Public Pedestrian Bridge and/or remove the Betterments from the Ole Red Building and/or the Property in accordance with this Agreement.

Upon blocking, closing off access, or disconnection of the Betterments from the Public Pedestrian Bridge by the County or Owners, as set forth and/or required in this Agreement, Owners may be required to provide security in the area around the Betterments and ensure safety of pedestrians to the satisfaction of the County, as solely determined by the County.

6. Indemnification. Owners, and its successors in interest shall indemnify, defend, and hold harmless the County and the Las Vegas Metropolitan Police Department ("Metro") and their officers, agents, and employees, against and from any and all liability, losses, damages, claims, delays, demands, causes of action, costs and expenses, and judgments, of whatever nature, whether with or without merit, including costs of investigation, reasonable attorneys fees and expenses, expert witness fees and expenses and all court, appellate or arbitration or other alternative dispute resolution costs which may result from injury to or death of any persons or against and from damage to or loss, or destruction, or claims relating to property whatsoever when such losses, damages, fines, liabilities, claims, demands, causes of action, costs and/or judgments are arising out of or related to this Agreement and/or the Betterments including, but not limited to: a) Any County determination and decisions relating to this Agreement, including, but not limited to, the County's determination and/or approvals to allow the Betterments, and/or to block off access to, disconnect, or remove the Betterments from the Public Pedestrian Bridge; and/or b) the design, location, construction, reconstruction, installation, operation, use, maintenance, custodial services, removal, repair, and/or replacement of the Betterments and the design, location, construction, reconstruction, installation, operation, use, maintenance, custodial services, removal, repair and/or replacement of Betterments on property owned by Parball and/or the County; and/or c) any action or inaction by Owners, their officers, employees, contractors, and agents, including those represented as consultant, contractor or sub-contractor, or any other person hired, employed, or retained by them, their successors and assigns, parent and subsidiary companies, arising out of or related to the Betterments and/or terms and conditions of this Agreement; and/or d) any other obligations or rights of Owners as set forth in this Agreement; and/or e) the Public

Pedestrian Bridge and/or any other County-owned property or County improvements arising out of or related to the Betterments and/or terms and conditions of this Agreement; and/or f) any and all allegations including, but not limited to, breach of contract, negligence, violation of civil rights, and violation of constitutional rights arising out of or related to the Betterments and/or terms and conditions of this Agreement; and/or g) any and all allegations including, but not limited to, loss of business, loss profits and/or impairment or denial of access to any properties, entities or persons and inverse condemnation arising out of or related to the Betterments and/or terms and conditions of this Agreement.

Owners shall also indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers for any damages to person or property or any losses caused by, related to, or arising out of the Betterments.

In the event Owners is required to indemnify, hold harmless, and defend the County and Metro, Owners shall defend the County and Metro at its sole cost and expense. Owners shall retain an attorney acceptable to the County to defend the County and Metro, its officers, employees, and/or agents from any of the claims, causes of action, suits, costs, expenses or other liabilities or awards, settlements, equitable relief or other damages (including reasonable attorneys' fees, costs of suit, costs of appeal and expert witness fees) in connection therewith.

Owners shall indemnify, defend, and hold harmless the County, as set forth in this section, even if the allegations, claims or causes of action are groundless, false or fraudulent. This indemnity section survives termination of this Agreement and/or completion of the Betterments.

7. Insurance. Ole Red at its sole cost and expense, shall obtain and maintain Commercial General Liability Insurance and name the County, its officers, directors, employees, volunteers, and agents, Parball, and Grand Bazaar as additional insureds during the construction, use, and operation of the Betterments or any portion thereof. General liability coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form. No exceptions to the standard coverage by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, Broad Form property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. Ole Red shall maintain at all times limits of no less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury, and property damage (allowing for such limit to be met through a combination of primary and excess policies). The insurance coverage supplied by Ole Red must provide for a thirty (30)-day notice to the County before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. Ole Red shall provide the County with Certificates of Insurance prior to any work being commenced under this Agreement. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the state of Nevada. The insurance obligation does not in any way limit Ole Red's liability obligations to the County.

8. Performance Bond/Cash Deposit for Maintenance, Removal or Disconnection. Prior to commencement of construction of the Betterments, Ole Red shall obtain a performance bond, in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) to ensure the construction of the Betterments. This bond shall be in a form acceptable to the County. Ole Red acknowledges that in the event the actual cost of construction of the Betterments exceeds the amount of the performance bond, or the amount issuing surety is willing to perform or pay, Ole Red will be obligated and liable to the County for the excess. If the County seeks recovery against the performance bond, and the amount of the performance bond or the work performed issuing surety is insufficient, Ole Red will be responsible to the County for the excess amount,

as solely determined by the County within thirty (30) calendar days of receipt of invoice by the County.

Prior to commencement of construction of the Betterments, Ole Red shall also make a cash deposit with the County the amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) to ensure Ole Red's continued obligation to provide maintenance and repair for the Betterments and to ensure its obligations to block, close off access to, or disconnect the Betterments from the Public Pedestrian Bridge and/or remove the Betterments from the Ole Red Building and/or the Property, as set forth herein. In addition to any other remedies available of law, the County may use the cash deposit for repair, maintenance, replacement, disconnection of the Betterments from the Public Pedestrian Bridge, removal of the Betterments from the Old Red Building and/or the Property and/or other corrective actions as provided in this Agreement, should Ole Red fail to comply with its obligations herein. If the County uses any of said funds, then Ole Red shall, within ten (10) calendar days of receipt of notification from the County, replenish the cash expended to the amount specified above. Ole Red acknowledges that in the event the actual cost of the work described in this paragraph exceeds the amount of the cash deposit, Ole Red will be obligated and liable to the County for the excess. If the County seeks recovery against the cash deposit, and the cash deposit is insufficient, Ole Red will be responsible to the County for the excess amount, as solely determined by the County within thirty (30) calendar days of receipt of invoice from the County.

Upon the earlier of termination of this Agreement or, so long as Ole Red is not then in default under the terms of this Agreement, the expiration or termination of the Sublease, the County shall return the cash deposit (as may be reduced in accordance with this Agreement) to Ole Red, provided that Grand Bazaar, Parball or any other third party successor-in-interest of Ole Red under this Agreement has replaced such cash deposit with another cash deposit or performance bond reasonably acceptable to the County in the sum of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

9. Miscellaneous.

a) Termination. If the Use Permit expires or terminates and Ole Red has not obtained an extension thereof from the Board, or has failed to construct or complete construction of the Betterments within the time period set forth herein, then this Agreement shall automatically terminate. Notwithstanding the above, if the County, in its sole discretion determines: i) to discontinue the Public Pedestrian Bridge; ii) that Owners are not in compliance with the terms and conditions of this Agreement; iii) that the Betterments create a dangerous or hazardous situation; iv) that there is interference with the flow of pedestrian traffic and use of the Public Pedestrian Bridge; or v) the Betterments in the County's sole discretionary determination (with or without cause) should be removed and/or disconnected from the Public Pedestrian Bridge, or Ole Red, Grand Bazaar, and/or Parball determine to disconnect the Betterments from the Public Pedestrian Bridge, the County may, upon thirty (30) calendar days written notice to Owners, terminate this Agreement and, Ole Red, at its sole cost and expense, if requested by the County, must disconnect the Betterments from the Public Pedestrian Bridge and/or remove the Betterments from the Ole Red Building and/or the Property and restore any County property, including but not limited to, public improvements and the Public Pedestrian Bridge, in a manner satisfactory to the County.

Subject to obtaining the prior written approval of Parball and (to the extent the Ground Lease then remains in effect) Grand Bazaar, Ole Red shall have the right to terminate this Agreement at any time in its discretion upon delivery of not less than ninety (90) days advance written notice to the County, in which event Ole Red, at its sole cost, shall remove the Betterments and restore the Public Pedestrian Bridge and County-owned property to its original design caused by such removal prior to the effective termination date and thereafter no party shall have any further obligations under this Agreement (except for obligations that expressly survive the termination hereof).

This Agreement may terminate if the Parties mutually agree in writing to terminate and mutually agree to the terms and conditions of termination. Upon termination of this Agreement, except as specifically set forth herein to the contrary, all terms, conditions, obligations, and liabilities of the Parties hereunder shall also terminate.

Owners waive any and all causes of action for damages, costs, expenses, and legal or equitable claims against the County resulting from termination of this Agreement.

b) Term. This Agreement shall be in full force and effect from and after its date of execution unless otherwise terminated as by the Parties as set forth above.

c) Waiver. None of the conditions of this Agreement shall be considered waived by any Party unless such waiver is in writing and signed by all Parties. No such waiver shall be a waiver of any past or future default, breach or modifications or any of the conditions of this Agreement unless expressly stipulated in such waiver.

d) Severability. If any term, provision, covenant or condition of this Agreement, or any application thereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all other provisions, covenants, and conditions of this Agreement and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

e) Captions. The captions appearing at the commencement of the Sections and Articles hereof are descriptive only and for convenience and reference to this Agreement, and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way effect this Agreement.

f) Governing Law. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

g) Further Assurance. The Parties hereto shall take any actions necessary on or after the date hereof which may reasonably be required to effectuate the terms of this Agreement.

h) Notices. All notices required hereunder shall be in writing and sent by personal delivery, express, priority or certified U.S. mail, postage prepaid, return receipt requested to the address(es) set forth below. Notice shall be considered received on the latest original delivery or attempted delivery date as follows:

County:

Denis Cederburg, Director
Clark County Public Works Department
500 South Grand Central Parkway
P.O. Box 554000
Las Vegas, Nevada 89155-4000
dlc@ClarkCountyNV.gov

Parball:

Rebecca Miltenberger, Esq.
Brownstein Hyatt Farber Schreck
100 North City Parkway, Ste. 1600
Las Vegas, Nevada 89106-4614
RMiltenberger@bhfs.com

Grand Bazaar:

Jennifer Lazovich, Esq.
Kaempfer Crowell
1980 Festival Plaza Drive, Ste. 650
Las Vegas, Nevada 89135-2958
JLazovich@kcnvlaw.com

Ole Red:

Jennifer Lazovich, Esq.
Kaempfer Crowell
1980 Festival Plaza Drive, Ste. 650
Las Vegas, Nevada 89135-2958
Jlazovich@kcnvlaw.com

i) Integration. With the exception of the Use Permit, which shall remain in full force and effect, this Agreement contains the entire agreement between the Parties herein, regarding the Betterments connection to the Public Pedestrian Bridge, and cannot be amended, modified, changed, or terminated unless done so in writing and signed by the Parties.

j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an executed original and all of which together shall constitute one in the same instrument, or may be executed as one original and copies (certified true and accurate) supplied to each Party.

k) Third Party/No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between the County, Ole Red, Grand Bazaar, and Parball except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

l) Owners' Delegation of Responsibilities. Ole Red, as subtenant, agrees to be bound by and fulfill all terms and conditions of this Agreement until the default, expiration or earlier termination of the Sublease. Upon the default, expiration or termination of the Sublease, Grand Bazaar shall notify the County. Following the default, termination or expiration of such Sublease, Grand Bazaar agrees to be bound by and fulfill all terms and conditions of this Agreement until the default, expiration or earlier termination of the Ground Lease and, from and after such date of default, termination or expiration of such Sublease, perform all obligations and assume all responsibilities and liabilities (and shall have all rights and interests) of Ole Red hereunder. Upon the default, expiration or termination of the Ground Lease, Parball shall notify the County. Only upon the default, expiration or earlier termination of the Sublease and the Ground Lease, Parball agrees to be bound by and fulfill all terms and conditions of this Agreement, and shall perform all obligations and assume all responsibilities and liabilities (and shall have all rights and interests) of Grand Bazaar and/or Ole Red (as applicable) hereunder.

m) No Assignment. Except as otherwise provided, Owners shall not assign this Agreement, in whole or in part, or any rights herein granted, without first providing notice to the County. In the event of any assignment, the assignee must agree to and comply with all of the terms and conditions of this Agreement and agree to be responsible and liable for the terms and conditions that pre-date any assignment and any other additional terms and conditions the County may require. Furthermore, any assignee must be financially capable of performing the terms, conditions, and obligations of this Agreement, any assignees with a net worth in excess of Ten Million and 00/100 Dollars (\$10,000,000.00) shall be deemed financially capable. Notwithstanding anything herein to the contrary, Parball shall be permitted to assign this Agreement to any party in the event of a sale of all or a portion of Property, and Grand Bazaar shall be permitted to assign this Agreement to any permitted assignee of its interest in the Ground Lease. Within thirty (30) days of the closing of such sale or assignment, Parball or its assignee, or Grand Bazaar and its assignee, as applicable, shall provide notice of the same to the County and other Owners.

n) Joint and Several Liability. Notwithstanding any other provision in this Agreement, including but not limited to Section 9(1), all Owners and any heirs, lessees, executors, administrators, successors, and assigns, if any, shall be jointly and severally liable whether tort, contract or otherwise for all terms, conditions, responsibilities, and obligations herein, including but not limited to those specific to Ole Red.

o) Covenant Running with the Land. Subject to the previous paragraph, this Agreement will be recorded against the property described in Exhibit "A" in the office of the County Recorder for Clark County, Nevada, and all of the terms, covenants, conditions, and provisions herein, are expressly for the benefit of, and binding upon, Owners and their respective heirs, successors and assigns, or anyone claiming under them as owners or lessees.

p) Covenant Not to Sue County/No Recourse Against County. Owners waive and agree not to bring any causes of action, claims, suits, or demands of any nature against the County arising out of and/or related to the Betterments and/or the Public Pedestrian Bridge and/or this Agreement including, but not limited to, actions related to the County's sole determination to terminate this Agreement, and any loss of business, loss of profits and/or impairment or denial of access to any properties.

q) Force Majeure. Ole Red shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Ole Red shall provide County satisfactory evidence that non-performance is due to other than fault or negligence on its part.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as set forth above as of the day and year first above written.

CLARK COUNTY, NEVADA

ATTEST:

James B. Gibson
Chair, Board of County Commissioners

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:



Deputy District Attorney

[Signatures continue on the following page.]

Ole Red Las Vegas, LLC,
a Delaware limited liability company

By: 
Name: Scott Lynn
Its: Corporate Secretary

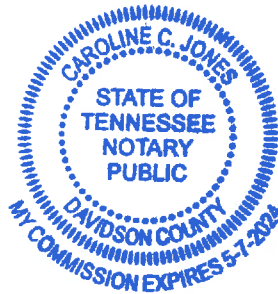
STATE OF TENNESSEE

COUNTY OF DAVIDSON

This instrument was acknowledged before me on JUNE 1, 2023,
by Scott Lynn as Corporate Secretary of Ole Red Las
Vegas, LLC, a Delaware limited liability company.


Notary Public

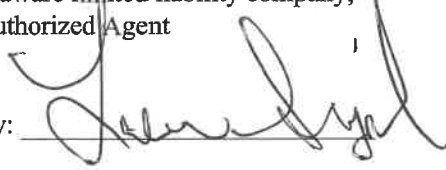
My commission expires: 5-7-24



[Signatures continue on the following page.]

JGB Vegas Retail Lessee, LLC,
a Delaware limited liability company

By: Grand Bazaar Management Services, LLC,
a Delaware limited liability company,
its Authorized Agent

By: 

Name: Laurence Siegel
Its: Managing Member

STATE OF District of Columbia
COUNTY OF Washington Dc

This instrument was acknowledged before me on June 01, 2023,
by Laurence Siegel as Managing Member of JGB Vegas Retail
Lessee, LLC, a Delaware limited liability company.


Notary Public

My commission expires: 9/14/2023



[Signatures continue on the following page.]

Parball Newco, LLC,
a Delaware limited liability company

By: Bret Yunker
Name: BRET YUNKER
Its: Chief financial officer

STATE OF Nevada
COUNTY OF Clark

This instrument was acknowledged before me on June 1, 2023,
by Bret Yunker as Chief financial officer of Parball Newco,
LLC, a Delaware limited liability company.

Carolyn J. Willis
Notary Public

My commission expires: 05-09-2025

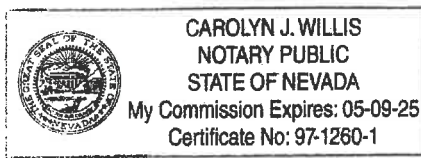


Exhibit "A"

Legal Description of Property

APN: 162-21-102-009

EXHIBIT "A"
LEGAL DESCRIPTION
OVERALL PARCEL

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 81 OF PARCEL MAPS, PAGE 21 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

TOGETHER WITH THE EAST HALF (E ½) OF VACATED PORTION OF AUDRIE STREET AS DESCRIBED IN ORDER OF VACATION RECORDED JUNE 9, 1995 IN BOOK 950609 AS DOCUMENT NO. 00616 OF OFFICIAL RECORDS.

TOGETHER WITH THAT VACATED PORTION OF AUDRIE STREET AS DESCRIBED IN ORDER OF VACATION RECORDED FEBRUARY 2, 1998 IN BOOK 980202 AS DOCUMENT NO. 00991 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DONATED TO THE STATE OF NEVADA BY DEED OF GIFT OF REAL PROPERTY, RECORDED AUGUST 19, 1994 IN BOOK 940819 AS DOCUMENT NO. 01775 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF NEVADA BY QUITCLAIM DEED RECORDED AUGUST 19, 1994 IN BOOK 940819 AS DOCUMENT NO. 01774 OF OFFICIAL RECORDS.

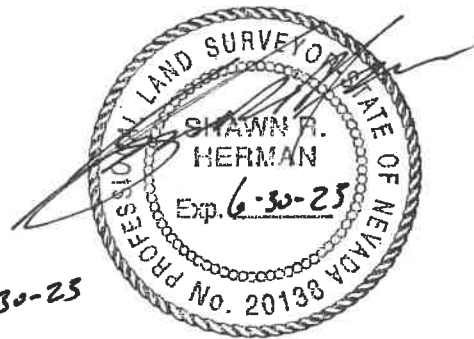
FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE COUNTY OF CLARK BY DEED RECORDED JANUARY 12, 1998 IN BOOK 980112 AS DOCUMENT NO. 01387 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN FINAL ORDER OF CONDEMNATION IN FAVOR OF THE COUNTY OF CLARK, RECORDED JUNE 6, 2001 IN BOOK 20010606 AS DOCUMENT NO. 00106 OF OFFICIAL RECORDS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS AS SET FORTH AND CREATED BY THAT CERTAIN EASEMENT AGREEMENT, RECORDED MAY 5, 2014, AS INSTRUMENT NO. 20140505-0003342, AND RE-RECORDED JUNE 16, 2014, AS INSTRUMENT NO. 20140616-0000352, OF OFFICIAL RECORDS. FOR ACCESS, INGRESS AND EGRESS OVER, UNDER AND ACROSS THE LAND DESCRIBED THEREIN. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

SHAWN R. HERMAN
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 20138
CERTIFICATE EXPIRES: JUNE 30, 2019
LOCHSA SURVEYING
6345 SOUTH JONES BOULEVARD, SUITE 100
LAS VEGAS, NEVADA 89118
PHONE: 702-365-9312
FAX: 702-320-1769

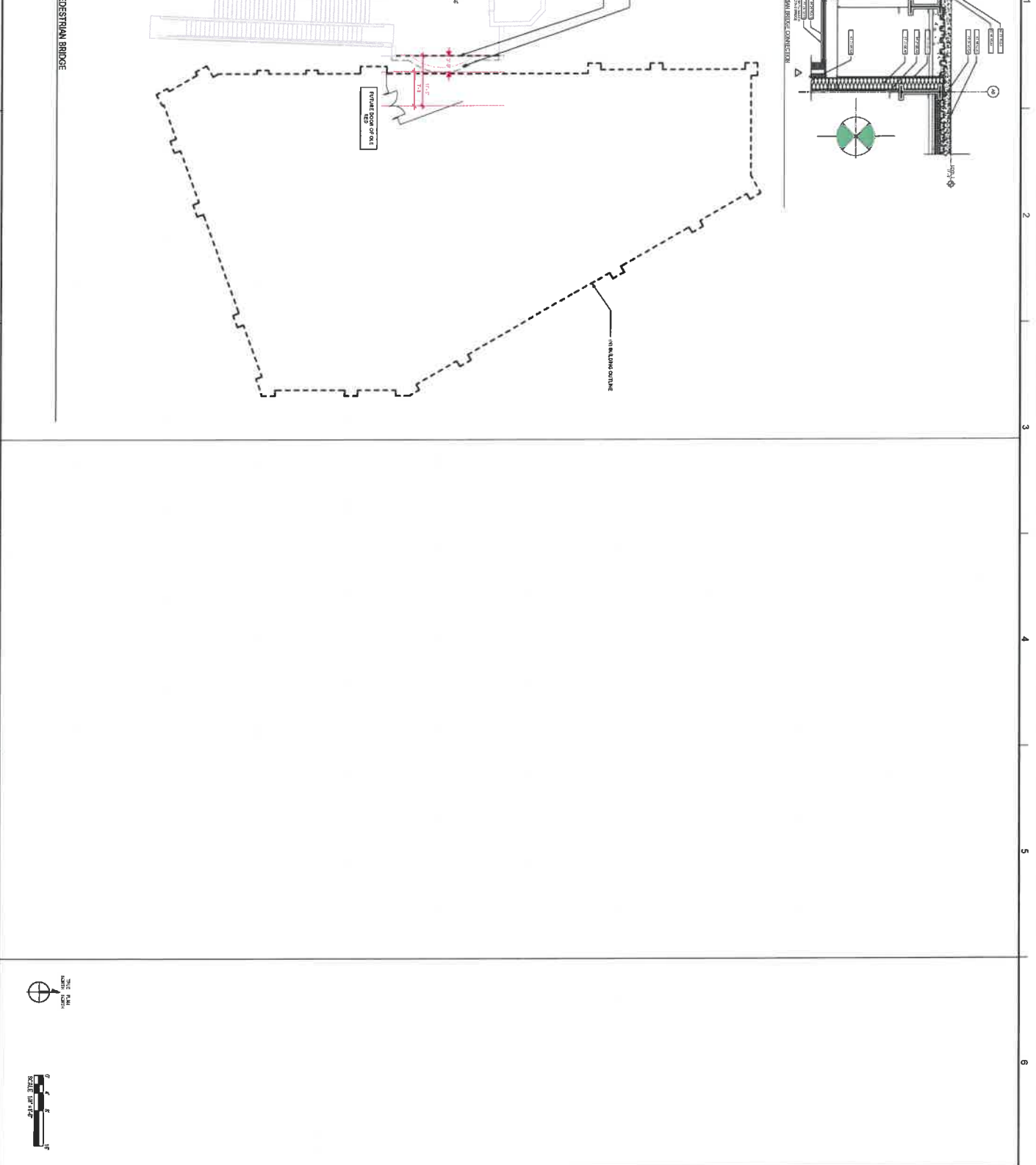


1-30-25

Exhibit "B"

Site Plan and Elevations

12 DEMO PLAN - PEDESTRIAN BRIDGE
 5/31/23



MA
 ARCHITECTURE AND
 PLANNING, INC.
 111 N. Magnolia Ave
 Suite 1600
 Orlando, FL 32801
 407.839.0474

RYMAN
 RYMAN MOBILITY PROJECTS, INC.
 A DIVISION OF RYMAN GROUP, INC.

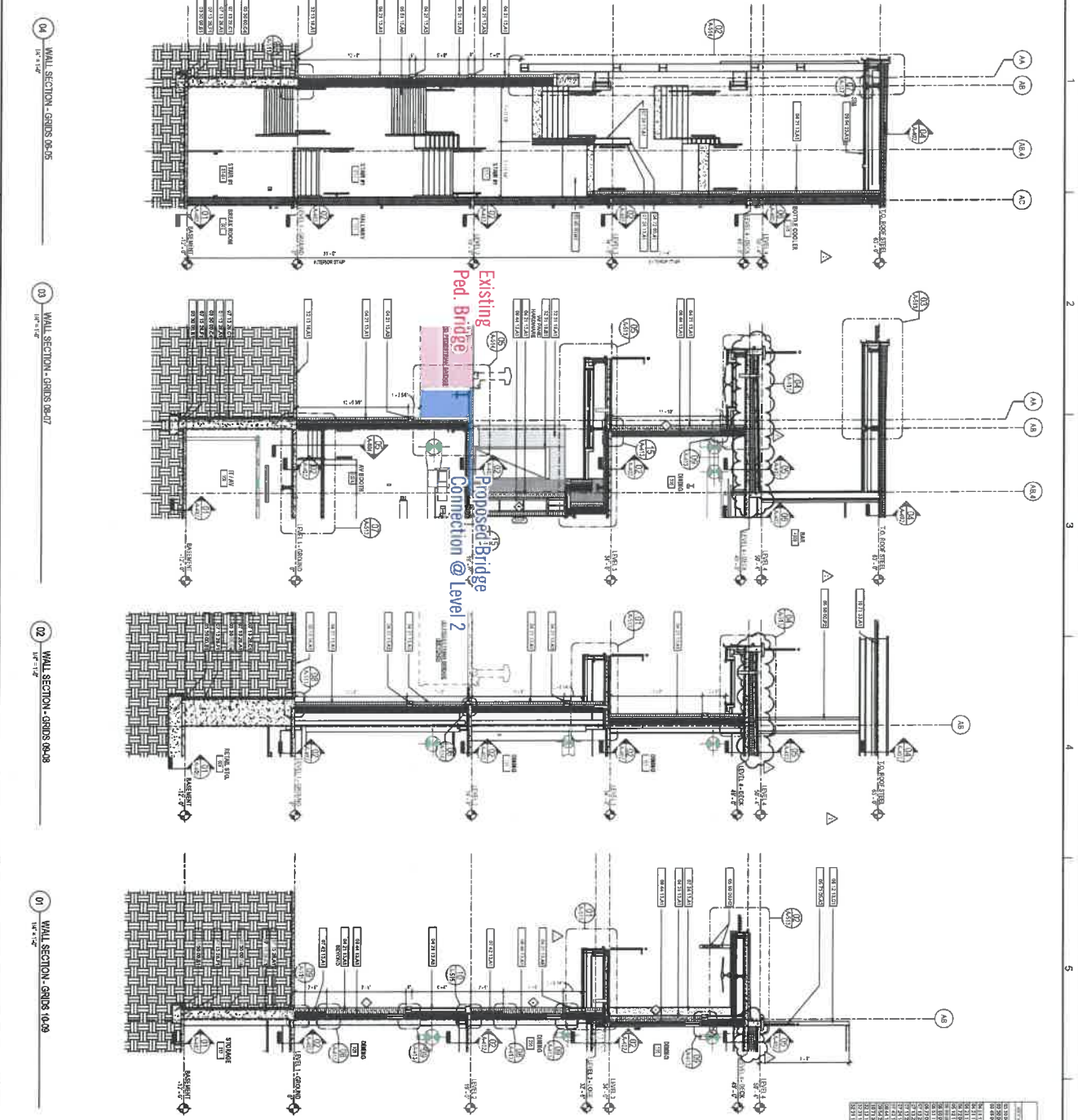
**OLE RED
 LAS VEGAS**
 THE LAS VEGAS STRIP
 3877 S. LAS VEGAS BOULEVARD
 LAS VEGAS, NEVADA 89159

RYMAN MOBILITY PROJECTS, INC.
 PROJECT NO.: 20170218
 DESIGNED BY: SM
 DRAWN BY: SM, AD
 REVIEWED BY: JS
 ISSUE DRAWING LOG:
 1 2023/04/28 PERMIT SET
 4 2023/05/27 2023/05/28 CONSTRUCTION

**DEMOLITION
 PLAN**

AD-101

DATE PLOTTED: 5/31/2023 10:07:38 AM



04 WALL SECTION - GRIDS 06-05

03 WALL SECTION - GRIDS 06-07

02 WALL SECTION - GRIDS 06-08

01 WALL SECTION - GRIDS 10-09

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	REVISED PER COMMENTS FROM PERMITTING AGENCIES
3	REVISED PER COMMENTS FROM PERMITTING AGENCIES
4	REVISED PER COMMENTS FROM PERMITTING AGENCIES
5	REVISED PER COMMENTS FROM PERMITTING AGENCIES
6	REVISED PER COMMENTS FROM PERMITTING AGENCIES
7	REVISED PER COMMENTS FROM PERMITTING AGENCIES
8	REVISED PER COMMENTS FROM PERMITTING AGENCIES
9	REVISED PER COMMENTS FROM PERMITTING AGENCIES
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16	REVISED PER COMMENTS FROM PERMITTING AGENCIES
17	REVISED PER COMMENTS FROM PERMITTING AGENCIES
18	REVISED PER COMMENTS FROM PERMITTING AGENCIES
19	REVISED PER COMMENTS FROM PERMITTING AGENCIES
20	REVISED PER COMMENTS FROM PERMITTING AGENCIES

WALL SECTIONS
A-312

OLE RED
THE LAS VEGAS STRIP
3020 LAS VEGAS STRIP
LAS VEGAS, NEVADA 89169

DESIGNED BY: SA
DRAWN BY: MJJ
CHECKED BY: JSC
DATE: 04/09/2023

PROJECT NO.: 2023-011718-01

REVISIONS:

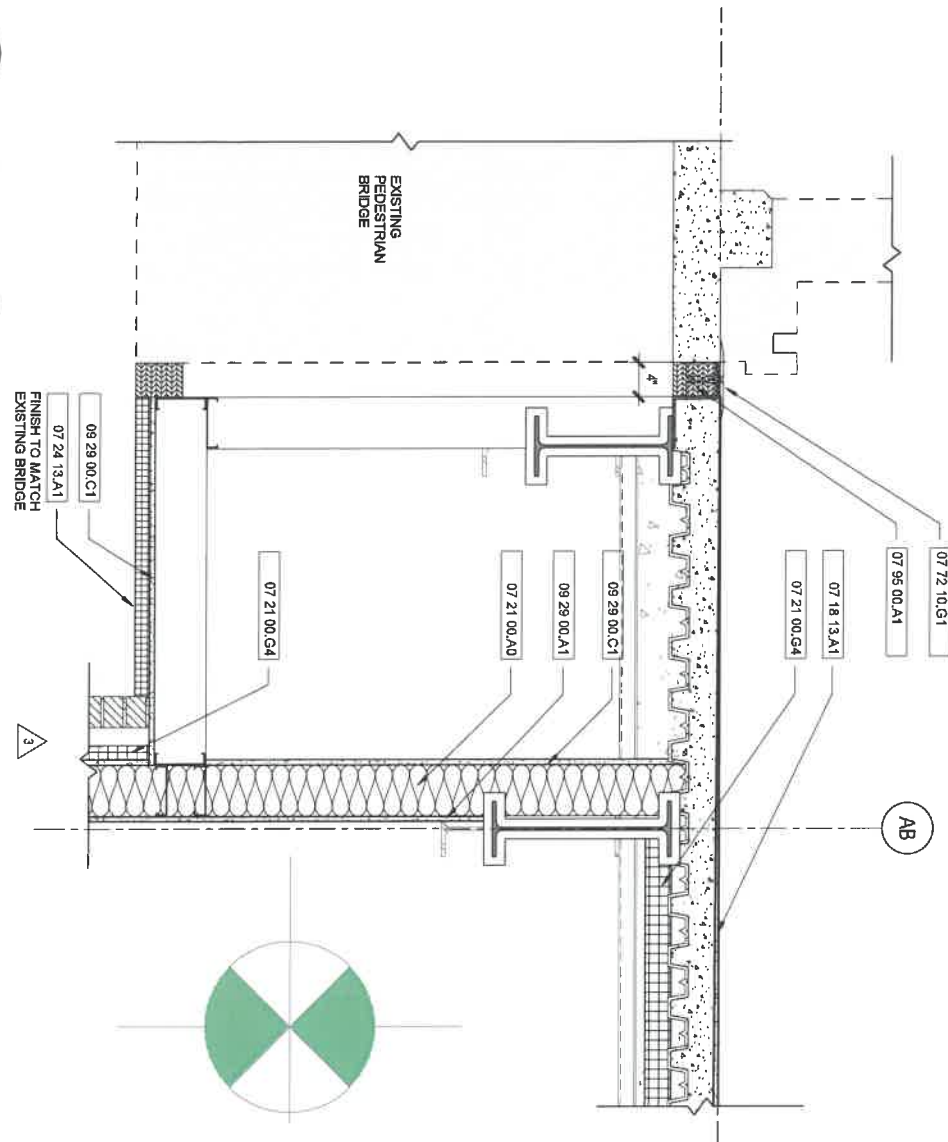
1	ISSUED FOR PERMIT
2	REVISED PER COMMENTS FROM PERMITTING AGENCIES
3	REVISED PER COMMENTS FROM PERMITTING AGENCIES
4	REVISED PER COMMENTS FROM PERMITTING AGENCIES
5	REVISED PER COMMENTS FROM PERMITTING AGENCIES
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16	REVISED PER COMMENTS FROM PERMITTING AGENCIES
17	REVISED PER COMMENTS FROM PERMITTING AGENCIES
18	REVISED PER COMMENTS FROM PERMITTING AGENCIES
19	REVISED PER COMMENTS FROM PERMITTING AGENCIES
20	REVISED PER COMMENTS FROM PERMITTING AGENCIES

MA
111 N. Margolia Ave
Suite 1600
Orlando, FL 32801
407.839.0414



KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
03 30 00.A3	COMPOSITE CONCRETE SLAB - SEE STRUCTURAL DRAWINGS
03 45 00.H1	PRE-CAST CONCRETE STAIR W/ INTEGRAL WATERPROOFING
	ADMIKTURE
04 21 13.A1	FACE BRICK - RUNNING BOND
04 21 13.B3	FACE BRICK - SOLDIER COURSE
04 21 13.B5	BRICK - SOLDIER COURSE
04 72 00.A1	CAST STONE WALL, T&M
04 72 00.A2	CAST STONE WALL, T&M
04 72 00.A3	CAST STONE BASE
05 12 00.A1	STEEL COLUMN - SEE STRUCTURAL DRAWINGS
05 12 00.B1	STEEL BEAM - SEE STRUCTURAL DRAWINGS
05 12 00.D1	STEEL CHANNEL - SEE STRUCTURAL DRAWINGS
05 12 00.H2	STEEL BENT PLATE - SEE STRUCTURAL DRAWINGS
05 40 00.A3	Ø STRUCTURAL METAL STUD
05 80 00.N1	STEEL BRAKE METAL CHANNEL
05 80 00.N2	STEEL BRAKE METAL CHANNEL
05 80 00.P1	BRAKE METAL CHANNEL
05 80 00.P2	BRAKE METAL CHANNEL
05 80 00.P3	BRAKE METAL CHANNEL
07 18 13.A1	EXTERIOR CONCRETE DECK COATING WITH SLIP-REDUCING AGGREGATE
07 21 00.A0	FIBERGLASS BATT INSULATION
07 21 00.G4	POLYISOCYANURATE BOARD INSULATION
07 24 13.A1	CONTINUOUS INSULATION (CI) ERS SYSTEM
07 42 00.A1	SELF-ADHESIVE SHEET WEATHER BARRIER
07 42 43.A1	EXTERIOR METAL PANEL, CEILING - RED
07 54 22.C1	TAPERED POLYISOCYANURATE INSULATION
07 62 00.C1	STAINLESS STEEL FLASHING
07 72 10.A1	PRE-FINISHED ALUMINUM ROOF EDGE FLASHING
07 72 10.G1	EXPANSION JOINT COVER
07 81 16.A1	SPRAYED-ON FIREPROOFING - SEE UL ASSEMBLY INDICATED
07 82 00.A2	SEALANT AND BACKER ROD
07 95 00.A1	EXPANSION JOINT
09 11 18.A1	FACED ALUMINUM LOUVER
09 21 18.A1	7/8" ALUMINUM ANGLE
09 29 00.A1	5/8" FIRE-RESISTANT GYPSUM WALL BOARD
09 29 00.C1	5/8" GLASS-MAT FACED GYPSUM WALL BOARD
08 54 23.A1	ALUMABOND LINEAR METAL CEILING - WOOD GRAIN
26 96 19.A2	RECESSED LED FIXTURE - SEE ELECTRICAL DRAWINGS



LEVEL 2
19'-0"

05

SECTION DETAIL @ PEDESTRIAN BRIDGE CONNECTION
1" = 1'-0"

MIA
111 N. Magnolia Ave
Suite 1800
Olathe, K.S. 66061
402/763-0414

RYMAN
THE RYMAN GROUP

OLE RED
LAS VEGAS

THE LAS VEGAS STRIP
3927 LAS VEGAS STRIP
LAS VEGAS, NEVADA 89169

RYMAN GROUP, INC.
111 N. Magnolia Ave
Olathe, KS 66061
402/763-0414

PROJECT NO. 1817181
DESIGNED BY: SM
DRAWN BY: AM, JB
CHECKED BY: JG
SCALE: AS SHOWN
DATE: 08/20/2018

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	08/20/2018
2	ISSUE FOR CONSTRUCTION	08/20/2018
3	ISSUE FOR CONSTRUCTION	08/20/2018

SECTION
DETAILS

A-514

1. CONSULT THE GENERAL NOTES AND SPECIFICATIONS.



RYMANN
RENDERING ARCHITECTURE & INTERIORS, INC.



HUITT-ZOLLARS

EXTERIOR RENDERING - OLE RED LAS VEGAS

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Ole Red Las Vegas, LLC						
<i>(Include d.b.a., if applicable)</i>						
Street Address: One Gaylord Drive			Website: www.olered.com			
City, State and Zip Code: Nashville, TN 37214			POC Name: Scott Lynn			
Telephone No: 615-316-6000			Email: slynn@rymanhp.com			
Nevada Local Street Address: 3621 S. Las Vegas Blvd			Fax No: 615-316-6758			
<i>(if different from above)</i>			Website: www.olered.com			
City, State and Zip Code: Las Vegas, NV 89109			Local Fax No: N/A			
Local Telephone No: 615-319-9364			Local POC Name: Matthew Crawford			
			Email: mcrawford@rymanhp.com			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<p>OLE RED LAS VEGAS, LLC IS A CONTROLLED SUBSIDIARY OF A PUBLIC COMPANY - RYMAN HOSPITALITY PROPERTIES, INC.</p> <p>SEE ATTACHED LISTING OF CORPORATE OFFICERS AND DIRECTORS</p>		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
CORPORATE SECRETARY
 Title

Scott LYNN
 Print Name
 JUNE 2, 2023
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ATTACHMENT TO DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
EXECUTIVE OFFICERS AND DIRECTORS OF RYMAN HOSPITALITY PROPERTIES, INC.

<u>Name</u>	<u>Position</u>
Mark Fioravanti	President & Chief Executive Officer; Director
Jennifer Hutcheson	Executive Vice President & Chief Financial Officer
Patrick Chaffin	Executive Vice President & Chief Operating Officer
Scott Lynn	Corporate Secretary; Executive Vice President & General Counsel
Colin Reed	Executive Chairman; Director
Rachna Bhasin	Director
Alvin Bowles	Director
William E. Haslam	Director
Fazal Merchant	Director
Patrick Moore	Director
Christine Pantoya	Director
Robert Prather	Director
Michael Roth	Director

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Woman-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				1700		
Corporate/Business Entity Name:		Parball NewCo LLC				
(Include d.b.a., if applicable)		Horseshoe Las Vegas				
Street Address:		3645 S. Las Vegas Blvd.			Website:	
City, State and Zip Code:		Las Vegas, NV			POC Name: Marc Paquette Email: mpaquette@caesars.com	
Telephone No:					Fax No:	
Nevada Local Street Address: (If different from above)		Same as above			Website:	
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name: Email:	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attached		N/A

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
 VP Facilities, Const. Compliance
 Title

MARC PAQUETTE
 Print Name
 6-12-23
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:



 Signature
 MARC PAQUETTE

 Print Name
 Authorized Department Representative

Attachment to Disclosure of Ownership Form

Name	Title
Tom Reeg	Chief Executive Officer
Anthony Carano	President and Chief Operating Officer
Bret Yunker	Chief Financial Officer
Stephanie Lepori	Chief Administrative and Accounting Officer
Ed Quatmann	Chief Legal Officer
Josh Jones	Chief Marketing Officer
Gary Carano	Executive Chairman of the Board of Directors
Bonnie Biumi	Independent Director
Jan Jones Blackhurst	Independent Director
Frank Fahrenkopf	Independent Director
Don Kornstein	Vice Chairman and Independent Director
Courtney Mather	Independent Director
Michael Pegram	Independent Director
David tomick	Lead Independent Director

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 4						
Corporate/Business Entity Name: JGB Vegas Retail Lessee LLC						
(Include d.b.a., if applicable) Grand Bazaar Shops						
Street Address: 767 Fifth Ave 10th Floor			Website:			
City, State and Zip Code: New York NY 10153			POC Name: Laurence Siegel Email: Larry@Junomp.com			
Telephone No: 703-346-3300			Fax No:			
Nevada Local Street Address: (if different from above) 3635 Las Vegas Blvd South Mgmt Office Box 172			Website: www.grandbazaarshops.com			
City, State and Zip Code: Las Vegas, NV 89109			Local Fax No:			
Local Telephone No:			702-790-2985		Local POC Name: Connie Stankivicz Email: Cstankivicz@grandbazaarshops.com	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

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Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
No individuals own more than 5%		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

<p style="font-size: 2em; font-family: cursive;">Lawrence Siegel</p> <p>Signature</p> <p style="font-size: 1.5em; font-family: cursive;">Managing Member</p> <p>Title</p>	<p style="font-size: 1.2em;">Lawrence Siegel</p> <p>Print Name</p> <p style="font-size: 1.5em;">6/06/2023</p> <p>Date</p>
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DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative