

APN: 162-21-318-001

WHEN RECORDED, RETURN TO:
Clark County Department of Public Works
Attention: Denis Cederburg, Director
500 South Grand Central Parkway, Suite 2066
Las Vegas, Nevada 89155-4000

**AMENDMENT AND RESTATEMENT OF REVOCABLE LICENSE
AND MAINTENANCE AGREEMENTS**

This **AMENDMENT AND RESTATEMENT OF REVOCABLE LICENSE AND MAINTENANCE AGREEMENTS** (this "Amendment") is made and entered into this _____ day of _____, 2024, by and between **SG VEGAS OWNER, LLC** a Delaware limited-liability company (the "LICENSEE"), and the **COUNTY OF CLARK**, a political subdivision of the State of Nevada (the "COUNTY"). Each of the above is a "Party" and collectively are "Parties" to this Amendment.

RECITALS

WHEREAS, the LICENSEE is authorized to conduct business in the State of Nevada;

WHEREAS, the LICENSEE is the current owner of the property located **South of Harmon on the East side of Las Vegas Boulevard** (currently known as **3743, 3755 and 3763S. Las Vegas Blvd**), Assessor's Parcel Number(s) **162-21-318-001**, and more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein;

WHEREAS, the LICENSEE desires to construct and maintain non-standard improvements consisting of impact/retaining walls, decorative pavers and other related improvements within the right-of-way owned by the COUNTY, legally described in Exhibit "B," attached hereto and by this reference incorporated herein (the "County's Right-of-Way" or "County Property");

WHEREAS, the LICENSEE had a Land Use Application UC-0410-22, before the Clark County Board of County Commissioners ("BCC") on August 17, 2022, that approved the installation of non-standard improvements in the public right-of-way and required the signing of a Revocable License and Maintenance Agreement; and

WHEREAS, the previous owner of the property that currently composes 162-21-318-001 and the County entered into a certain Revocable License and Maintenance Agreement dated

August 31, 2005 and recorded in Book 20050831 and Instrument 007285 in the Official Record (“First LMA”). This First LMA is being amended by this Agreement; and,

WHEREAS, the previous owner of parcel 162-21-301-018 and the County entered into a certain Revocable License and Maintenance Agreement dated July 20, 2016 and recorded in Book 20160720 and Instrument 02620 in the Official Records (“Second LMA”). The Second LMA is also being amended by this Agreement; and,

WHEREAS, the transfer of the cash deposits from the First LMA and Second LMA to this Agreement is conditioned upon the Board of County Commissioners approving the Consent and Assignment of Revocable License and Maintenance Agreements and Assumption. A copy of the Assignment is attached hereto as Exhibit “F.”

WHEREAS, the Parties acknowledge that the terms of the First LMA and the Second LMA should be amended and restated herein, such all terms and conditions appear in a single agreement and the County’s most current terms for similar agreements are incorporated herein.

WHEREAS, the First LMA and the Second LMA are hereby amended and restated in full, as provided herein as follows, such the terms of this Agreement control over the First LMA and the Second LMA.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the Parties thereto as follows:

SECTION 1: LICENSE AND PERMIT

The LICENSEE understands and agrees that the license granted herein is a privilege which can be revoked by the COUNTY at any time for any reason, with or without cause. Based on this underlying premise, the COUNTY hereby grants to the LICENSEE, subject to the terms and conditions stated in this Agreement, a revocable license to construct, and/or install, operate, and maintain within the County Property, non-standard improvements consisting of landscaping rap and other related improvements within the right-of-way. A depiction and description of the Improvements are set forth in Exhibit “C,” attached hereto and by this reference incorporated herein, and hereinafter referred to as “Improvements”. The LICENSEE is only authorized to place the Improvements depicted in the locations and permitted in areas set forth in Exhibit “C.” The LICENSEE agrees that it shall not construct or engage in any other improvements except for the Improvements set forth and depicted and described in Exhibit “C.”

This Agreement only authorizes construction, installation, operation, maintenance, and repair activities of the Improvements on the County Property. Prior to any construction, installation, operation, maintenance and/or repair activities of the Improvements on the County Property, the LICENSEE shall submit detailed plans to the COUNTY, as required by the COUNTY, for approval and shall secure all necessary permits required by the COUNTY.

This Agreement is subject to all outstanding superior rights of any party to the County Property and is made without covenant by the COUNTY of any title to or for quiet enjoyment of the County Property.

LICENSEE agrees that it shall not construct or engage in other improvements other than the Improvements set forth in Exhibit "C" in the permitted areas of the County Property.

SECTION 2: INSTALLATION AND MAINTENANCE

LICENSEE shall, at its sole cost and expense, furnish all labor, equipment, and materials for the installation, operation, maintenance, and/or repair of the Improvements. All work, including maintenance, is to be performed to the satisfaction of the COUNTY, in compliance with all applicable codes, permits, ordinances, rules, specifications, regulations, and standards of the COUNTY, and all applicable laws, statutes, rules, and regulations of the State of Nevada and the United States, and in such a manner such as to pose no risk of danger to persons or property, no interference with the use of public streets (except for the County Property as allowed pursuant to this Agreement), off-site improvements, other public property and right-of-way, and no interference with the rights or reasonable convenience of the owners of property which adjoins any of the public streets, right-of-way and/or the County Property and/or other COUNTY owned property.

LICENSEE shall, at its sole cost and expense, install, operate, maintain, and repair the Improvements. The Improvements shall be installed, operated, maintained, repaired, and used so as not to interfere with the installation, operation, maintenance or use of the street lighting system, traffic signal systems, water pipes, drains, sewers, or the flow of water therein, gas, power lines, cable television, telephone lines, that have been or may be installed, maintained, used or authorized by the State of Nevada Department of Transportation, the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Valley Water District or any other district hereafter created for any governmental purpose, and shall be placed on and/or in the County Property per approved submitted plans.

LICENSEE shall not install, operate, maintain, repair or use the Improvements in such a manner as to damage or interfere with any existing or future water, sewer, gas, telephone, telegraph, power, electric or cable television facilities or electric light, heat or power lines owned by another.

Prior to any installation, operation, maintenance, and/or repair of said Improvements on the County Property, a plan shall be submitted by the LICENSEE to the COUNTY for approval and permit issuance upon acceptance by the COUNTY. All installation, operation, maintenance, and/or repair performed by the LICENSEE shall be performed in a manner acceptable to the COUNTY. All of said installation, operation, maintenance, and/or repair performed by the LICENSEE shall also be in compliance with the terms and conditions of this Agreement, the

permits, all applicable state, county and federal laws, codes, rules, regulations, standards, and specifications. Installation, operation, maintenance and/or repair shall include, but is not limited to, the following additional conditions and restrictions:

- a) Improvements shall not interfere with public or private improvements, including but not limited to, utilities; and
- b) Compliance with Clark County Department of Air Quality regulations, including but not limited to, providing dust mitigation; and
- c) Foliage, if installed within sight visibility zones, shall have a maximum height of twenty-four inches (24") unless otherwise approved in writing by the COUNTY; and
- d) Foliage, if installed, shall not interfere with traffic control devices within and adjacent to the abutting roadway; and
- e) Irrigation systems, if used, shall be constructed, operated, and maintained to avoid water placement on and/or under the roadway's paved surfaces, sidewalk surfaces, and County Property, including, but not limited to, pedestrian easements. A drip type irrigation system is to be installed if water is needed within or adjacent to roadway and/or sidewalk improvements; and
- f) Vegetation shall not be allowed to extend onto or over roadway, sidewalk surfaces, and County Property, including, but not limited to, pedestrian easements, and shall not constitute a fire hazard; and
- g) The LICENSEE's construction and maintenance activities shall not interfere with COUNTY's, or any public body governed by the Board of County Commissioners, or any others who have rights on the County's Right-of-Way, ability to install, maintain or use the existing and future improvements, including, but not limited to, street lighting system, traffic control system, sidewalks, water supply and distribution system, sanitary sewer collection system, and storm water collection and transmission system; and
- h) All surface drainage features required shall be maintained and kept slip free to prevent blockage of any conduit or slippery surface conditions; and
- i) No advertising shall be conducted on, above or within the County's Right-of-Way.

SECTION 3: CONDITIONS OF COUNTY PROPERTY OCCUPANCY

A. The license granted herein is subject to LICENSEE complying with all terms and conditions of this Agreement, including, but not limited to, the proper operation, maintenance and/or repair of the Improvements outlined in Section 2 herein. Further, LICENSEE agrees that this Agreement is limited to the Improvements set forth herein and described in Exhibit "C." LICENSEE shall not engage in any activities or improvements on the County Property that is not defined in this Agreement.

B. The COUNTY reserves the right to utilize the County Property or allow others to utilize the County Property as the COUNTY deems appropriate, in its sole discretion. The COUNTY further reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, perform civil work or maintain the surface or subsurface improvements located within or under the County Property, including the area of the Improvements, including, without limitation to, water mains, traffic signal conduits, sanitary and/or storm sewers, subways, viaducts, bridges, underpasses or overpasses. The COUNTY may further develop the property over which the license is granted which may require future excavation, construction, roadways, roadway construction, use, repairs, re-grading, widening, realigning, maintenance, civil work, and other activities which may require LICENSEE to adjust, demolish, reconstruct, reinstall, modify, remove, repair or relocate any or all of its Improvements across and/or within the County Property.

C. LICENSEE shall not acquire or assert any vested right or interest in the County Property described in Exhibit "B" under this license, even though this Agreement was approved by the COUNTY. LICENSEE shall, at no cost and expense to the COUNTY or to the State of Nevada Department of Transportation, to any franchised or non-franchised public utility company, to the Clark County Water Reclamation District, to the Las Vegas Valley Water District, or to any other entity governed by its County Commissioners, adjust, demolish, reconstruct, modify, remove or relocate any, all or a portion of its Improvements upon written notice from the Director of Public Works of the COUNTY for any purpose, including, but not limited to, accommodating the following:

- i. Installation, maintenance or use of all public facilities, including, but not limited to, flood control channels and facilities, roadways, standard improvements, and public utilities;
- ii. The public's safety and convenience, as determined by said Director of Public Works; and/or
- iii. Public works, including, but not limited to, streetlights, traffic signal conduits, curbs, gutters, sidewalks, pavement, water mains, sanitary and/or storm sewers, gas, telephone, telegraph, cable television, electric, light, heat, power, subways, viaducts, bridges, underpasses or overpasses, which the COUNTY, the State of Nevada Department of Transportation, any franchised or non-franchised public utility company, Clark County

Water Reclamation District, the Las Vegas Valley Water District, or any other entity governed by the Board of Commissioners of the COUNTY may have authorized, installed, maintained or used, or may in the future decide to authorize, install, maintain, or use on, across, along, over or under the County Property, or as said Department of Public Works determines is necessary because of a proposed vacation, abandonment, surfacing, resurfacing, change of grade, alignment, re-alignment, change of width, or construction of any public road, right-of-way or flood control channels and/or facilities.

D. Notwithstanding any other provision in this Agreement, in the event that the LICENSEE's installation, operation, maintenance, and/or repair of the Improvements are the cause of damage or disturbance to the surface or subsurface of the County Property, public road, right-of-way or adjoining public property, then, after receipt of written notice to LICENSEE by the Director of Public Works or its designee, LICENSEE shall immediately, at its own cost and expense, and in a manner approved by the COUNTY, correct said damage or disturbance. If the repair or replacement is not completed within a reasonable time or does not meet the COUNTY's adopted quality control standards, the COUNTY has the right to perform the work or have the work performed and LICENSEE will reimburse the COUNTY for all costs incurred.

E. In addition to and not in lieu of the rights of termination under Section 8 below, and except as provided in Sections 3D, 3G, and 3H, herein (when immediate action is required or an emergency event exists), LICENSEE shall, within thirty (30) calendar days after receiving written notice from the Director of Public Works or its designee, to adjust, demolish, reconstruct, modify, remove, relocate or repair the Improvements, present to said Director of Public Works a copy of a signed order for the purchase of all materials necessary for the completion of the required action and shall within twenty (20) business days thereafter, or such shorter time as may be reasonable, and after obtaining the necessary permit(s) to do so, complete the required action at LICENSEE's sole cost and expense. If LICENSEE fails to complete the required action, the COUNTY may, at its option, take the appropriate action at the sole cost and expense of LICENSEE.

LICENSEE shall be responsible for all damages, to whomever, caused by LICENSEE's failure to adjust, demolish, reconstruct, remove, modify, repair or relocate any Improvements within the time periods set forth herein.

F. If the COUNTY requests the LICENSEE to permanently remove any or all portions of the Improvements then the LICENSEE's license for that portion(s) of the public right-of-way containing such Improvements is thereby revoked.

G. Notwithstanding any other provision contained in this Agreement, in the event immediate action, as determined by the Director of Public Works or its designee, is required for the adjustment, demolition, reconstruction, reinstallation, modification, removal, repair or relocation of any or all of its Improvements as provided for in or under the circumstances described in Sections 3B and 3C of this Agreement, LICENSEE hereby agrees to immediately (upon notice

thereof) adjust, remove, replace, repair or reconstruct said Improvements. In addition, the COUNTY at its option may, at the expense of the LICENSEE, adjust, demolish, remove, replace, repair or reconstruct said Improvements if LICENSEE fails to take immediate action. LICENSEE agrees to pay the COUNTY for all costs and expenses incurred by the COUNTY associated therewith within thirty (30) calendar days of receipt of a bill from the COUNTY.

H. Notwithstanding any other provision contained in this Agreement, in the case of an emergency or threat to the public's health, safety or welfare (an "Emergency Event"), whether or not caused by LICENSEE or the Improvements, as determined by the Director of Public Works or its designee, the LICENSEE hereby agrees to immediately (upon notice thereof) adjust, remove, replace, repair or reconstruct said Improvements. In addition, the COUNTY at its option may, at the expense of the LICENSEE, adjust, demolish, remove, replace, repair or reconstruct said Improvements if said Improvements cause or contribute to an Emergency Event. LICENSEE agrees to pay the COUNTY for all costs and expenses incurred by the COUNTY associated therewith within thirty (30) calendar days of receipt of a bill from the COUNTY.

SECTION 4: LIABILITY AND INDEMNIFICATION

LICENSEE, or its successors in interest, shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, employees, and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, judgments, of whatever nature, whether false, groundless or fraudulent, including, but not limited to, investigation costs, attorneys' fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss or destruction of property whatsoever when such injury, death, loss, destruction or damage is due to or arising from or as a result of or connected to: 1) the Improvements; 2) any work, action or inaction by the LICENSEE, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the Improvements and this Agreement; 3) the design, construction, installation, use, operation, maintenance, demolition, removal, repairs, remodeling, relocation, modification or reconstruction of the Improvements; 4) LICENSEE's obligations or rights set forth in this Agreement; 5) this Agreement, including, but not limited to, COUNTY approvals, decisions, and determinations made relating to this Agreement; and 6) work, actions, inactions and/or occurrences, including those that may pre-date this Agreement, and are related to or connected to the Improvements, and/or the design, construction, installation, use, maintenance, repair, replacement or operation thereof.

LICENSEE hereby agrees that it will be responsible for all actions, inactions, occurrences and/or liabilities, including, but not limited to, those that may pre-date this Agreement, related to or connected to the Improvements, and/or the design, construction, installation, use, maintenance, repair, replacement or operation thereof.

At its option, the COUNTY may elect to hire an attorney and/or attorneys to defend the COUNTY, its officers, employees, agents, directors or County Commissioners for any of the items set forth above, including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements, and arbitrations. If the COUNTY exercises this option, LICENSEE agrees that LICENSEE remains subject to all indemnification obligations as set forth in this Section, including, but not limited to, paying all costs, attorneys' fees, costs of suit, costs of appeal, and expert witness fees. COUNTY may at any time compromise or settle any claim, cause of action, suits and/or arbitration if COUNTY pays the settlement or compromise amount; provided, however, that COUNTY and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate LICENSEE for the payment of money or to take any action without LICENSEE's prior approval. Notwithstanding the above, if it is determined that LICENSEE fails to indemnify or defend the COUNTY and if it is determined that the COUNTY is legally liable to the Party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then LICENSEE is liable to the COUNTY for that amount, plus all fees and costs as set forth in this Section 4. LICENSEE agrees, within thirty (30) calendar days of receipt of billings from the COUNTY to pay all attorneys' fees and such other costs and/or expenses as required by the COUNTY in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.

LICENSEE also agrees to repair and/or restore, to the satisfaction of the COUNTY, any damage sustained to private property and the public property, including, but not limited to, County Property, caused by the LICENSEE.

This Section 4 survives termination of this Agreement.

LICENSEE agrees that the COUNTY will not be liable or responsible for any damage or injury to the Improvements.

SECTION 5: INSURANCE POLICY

LICENSEE, at its own cost and expense, shall obtain and maintain commercial general liability insurance naming the COUNTY, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. Commercial general liability insurance 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 provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form comprehensive general liability, property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. LICENSEE 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. The insurance coverage supplied by the LICENSEE must provide for a 30-day calendar 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. LICENSEE shall provide the COUNTY with ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09) within ten (10) business days after execution of this Agreement by LICENSEE. 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 LICENSEE's liability obligations to the COUNTY. Attached as Exhibit "D" is an ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09), evidencing said compliance with this Section 5.

SECTION 6: REMOVAL AND REPLACEMENT OF IMPROVEMENTS UPON TERMINATION

Upon termination of this Agreement, the LICENSEE if requested by the COUNTY, at LICENSEE's sole expense, and within thirty (30) calendar days of such termination, unless a greater time period is approved by the Clark County Director of Public Works, remove all Improvements from the COUNTY Property, as solely determined by the COUNTY and replace with standard improvements as required by the COUNTY. Prior to such removal of Improvements, LICENSEE shall secure, at its sole expense, all permits and approvals required by the COUNTY and comply with all said permit conditions. Upon termination, LICENSEE agrees to remove all trash and debris related to the Improvements and restore COUNTY property and improvements to a condition acceptable to the COUNTY.

SECTION 7: CASH DEPOSIT

The County acknowledges receipt of two cash deposits for the previously recorded First LMA in the amount of \$25,000 and the Second LMA with in the amount of \$9,600. If the BCC approves the Consent and Assignment of Revocable License and Maintenance Agreements and Assumption, those funds will now be used as security for this Agreement. Within ten (10) business days after execution of this Agreement by LICENSEE, the LICENSEE shall deposit with the COUNTY a cash deposit in the amount of One Hundred and Seventeen Thousand One Hundred Ten Dollars and 00/100 (\$117,110.00) to secure its obligations set forth in this Agreement. A copy of the cash deposit is attached hereto as Exhibit "E." The cash deposit must be maintained in full as a continuing obligation during the entire term of this license. The COUNTY shall have the right to withdraw from the cash deposit, and use, the full amount of all sums and damages necessary in connection with removal or repair of the Improvements and/or in connection with or by reason of any default of the LICENSEE, and within ten (10) calendar days thereafter the LICENSEE will replenish the cash deposit to the full amount. In the event the Improvements are removed pursuant to this Agreement, the COUNTY shall not be liable to the LICENSEE for any damages sustained by the LICENSEE for or on account of such removal.

This Section 7 survives termination of this Agreement except, upon termination of this Agreement, the cash deposit or any portion of the cash deposit, as solely determined by the COUNTY, shall be returned to the LICENSEE so long as the COUNTY, in its sole discretion, determines that the cash deposit will not be needed for the purposes set forth herein.

SECTION 8: TERMINATION ON BREACH AND WAIVER OF BREACH

The breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the LICENSEE shall, at the option of the COUNTY, constitute a termination of this Agreement and license and all rights of the LICENSEE hereunder. The waiver by the COUNTY of the breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the LICENSEE shall in no way impair the right of the COUNTY to enforce its rights upon any subsequent breach thereof.

SECTION 9: TERMINATION ON NOTICE

Notwithstanding any other provision in this Agreement, this Agreement may be terminated by the Board of County Commissioners, with or without cause and regardless of the nature of the improvement made by LICENSEE, upon ten (10) calendar days written notice to the LICENSEE.

At the time of termination, LICENSEE shall comply with Section 6 of this Agreement and, if requested by the COUNTY, and if required by the COUNTY replaced with standard improvements. LICENSEE understands and agrees that it has no cause of action or right of recourse based upon the COUNTY's election to terminate this Agreement.

SECTION 10: EFFECTIVE DATE

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

SECTION 11: NOTICES

All notices under this Agreement shall be in writing and sent by personal delivery, express, priority or certified mail, postage prepaid, return receipt requested to the address set forth below. Notice shall be considered received on the latest original delivery or attempted delivery date as indicated on the return receipts of all persons and addresses to which notice is to be given. Either Party may change these addresses by giving notice as provided above.

COUNTY:
County of Clark, Nevada
Attention: Denis Cederburg, Director
Department of Public Works
Maintenance Division
5825 E Flamingo Rd
Las Vegas, Nevada 89122
ccpwlmanotifications@clarkcountynv.gov

LICENSEE:
SG Vegas Owner LLC
Attention: Jack Braha
19 West 34th Street, 11th Floor
New York, NY 10001
jack@gindicaptial.com

SECTION 12: INDEPENDENT CONTRACTOR

The relationship of the LICENSEE to the COUNTY shall be that of an independent contractor.

SECTION 13: PARTIES AND INTERESTS

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the COUNTY and the LICENSEE only.

SECTION 14: COVENANT NOT TO SUE

LICENSEE agrees not to bring any cause of action, claim, suit or demand of any nature against the COUNTY related to or arising out of or based on any terms and conditions of this Agreement, the Improvements, the COUNTY's issuance of any permits to LICENSEE and issuance of the license under this Agreement. LICENSEE agrees and understands that it does not have any right to legally challenge or contest the COUNTY's conditions, requirements, and/or decisions with respect to the Improvements, this Agreement, including, but not limited to, the termination of this Agreement, and removal and replacement of Improvements.

SECTION 15: SUCCESSORS AND ASSIGNS / NON-ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, successors in interest, successor purchaser and permitted assigns. Notwithstanding the previous sentence, LICENSEE shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY. At the time of approval of an assignment is requested, the Board of County Commissioners may, in its sole discretion, accept the assignment or terminate this Agreement and require the LICENSEE to comply with the requirements of Section 6 of this Agreement.

SECTION 16: INTEGRATION AND MODIFICATION

This Agreement sets forth the entire understanding between the Parties as to the subject matter hereof and thereof and supersedes all prior and contemporaneous discussions, negotiations, contracts, agreements, and understandings (oral or written) with respect to such subject matter. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of authorship of any of the provisions of this Agreement.

SECTION 17: JOINT AND SEVERAL LIABILITY

In the event that more than one (1) person or entity is defined as LICENSEE under this Agreement, all such persons and/or entities defined as LICENSEE shall be jointly and severally liable for the terms, conditions, obligations, and duties of this Agreement, as set forth herein.

SECTION 18: SIGNAGE

LICENSEE hereby agrees that commercial advertising is prohibited on any facility or structure within public right-of-way, including the County Property. Any signage or symbology must be approved by the COUNTY and must be in accordance with federal, state, and local laws, ordinances, and codes, including, but not limited to, Nevada Revised Statute 484.287 and the Manual on Uniform Traffic Control Devices, or as approved by the COUNTY in Section 2(a) of this Agreement.

SECTION 19: COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts (or facsimile copies thereof) shall, for all purposes, be accepted as an original, and all such counterparts shall constitute one and the same instrument binding on all of the Parties hereto.

SECTION 20: HEADINGS

The headings of the sections hereof are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

SECTION 21: GOOD FAITH NEGOTIATIONS

The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution and approval by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

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

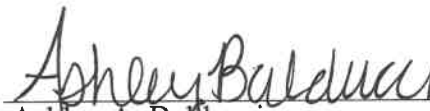
CLARK COUNTY, NEVADA

Tick Segerblom
Chair, Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

Lynn Marie Goya
County Clerk



Ashley A. Balducci
Deputy District Attorney

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE:


SG Vegas Owner, LLC,
a Delaware limited-liability company


Name: Jack Braha
Its: Manager

STATE OF New York)
COUNTY OF New York) ss.

On this 14th day of February, 2024, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Jack Braha, who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.


NOTARY PUBLIC
in and for said County and State

My Commission expires: 3/2/24
{SEAL}

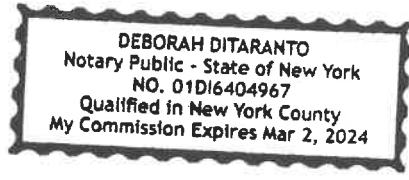


EXHIBIT "A"
LICENSEE'S PROPERTY

APN 162-21-318-001

EXHIBIT "A"
LEGAL DESCRIPTION
GINDI SHOWCASE V

BEING ALL OF LOT 1 AS SHOWN IN THAT CERTAIN MAP "GINDI SHOWCASE V" A COMMERCIAL SUBDIVISION RECORDED AUGUST 31, 2023 IN BOOK 171, PAGE 23 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°03'22" EAST, A DISTANCE OF 345.52 FEET; THENCE SOUTH 0°56'41" WEST, A DISTANCE OF 299.98 FEET; THENCE SOUTH 89°03'05" EAST, A DISTANCE OF 382.82 FEET; THENCE SOUTH 1°17'03" EAST, A DISTANCE OF 450.34 FEET; THENCE NORTH 89°03'04" WEST, A DISTANCE OF 728.90 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF LAS VEGAS BOULEVARD, DEDICATED AS INSTRUMENT NO. 0000:031417 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°21'03" WEST, A DISTANCE OF 5.12 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, SOUTH 89°03'04" EAST, A DISTANCE OF 229.68 FEET; THENCE NORTH 00°56'51" EAST, A DISTANCE OF 60 FEET; THENCE NORTH 44°02'26" WEST, A DISTANCE OF 19.09 FEET; THENCE NORTH 89°03'04" WEST, A DISTANCE 217.85 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF LAS VEGAS BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°21'03" WEST, A DISTANCE OF 671.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.46 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

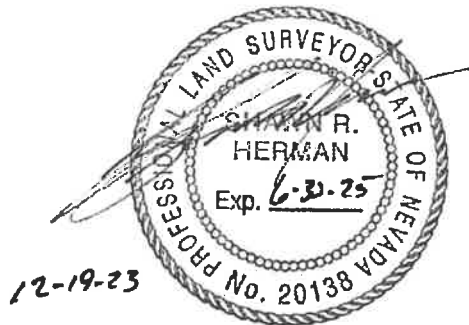
THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN ON FILE IN FILE 149, PAGE 88 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

SAID LINE BEARS NORTH 01°17'17" WEST.

SHAWN R. HERMAN, PLS
NEVADA CERTIFICATE NUMBER 20138
EXPIRES JUNE 30, 2025
LOCHSA ENGINEERING
6345 SOUTH JONES BOULEVARD
LAS VEGAS, NEVADA 89118
TEL (702) 365-9312 FAX (702) 365-9317
SHAWN@LOCHSA.COM

j:\survey\dwg\3800 gindi capital project\legals\gindi showcase v legal from map.docx

SHEET 1 OF 2



APN: 162-21-301-020
METROFLAG BP LLC
PER OR: 20061220:05355
NOT A PART

S89°03'22"E 345.52'

S0°56'41"W 299.98'

APN: 162-21-313-000
NO OWNER AND
OR: LISTED
NOT A PART

S89°03'05"E 382.82'

N0°21'03"W 671.50'

LOT 1
APN: 162-21-318-001
S G VEGAS OWNER LLC
PER BOOK 171, PAGE 23
OF PLATS
9.46 ACRES

S1°17'03"E 450.34'

N89°03'04"W 217.85'

N44°02'28"W
19.09'

N0°21'03"W
5.12'

S89°03'07"E 229.68'

N0°56'51"E 60.00'

APN: 162-21-301-014
GC VEGAS REATAIL LLC
AND NAKASH S&W LLC
OR: 20170503:02075
NOT A PART

N89°03'07"W 728.90'



LOCHSA ENGINEERING
6345 SOUTH JONES BLVD., STE 100
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

EXHIBIT "B"
LOT 1
BOOK 171, PAGE 23
OF PLATS
NOT TO SCALE

Sheet
2
of
2

EXHIBIT "B"
**COUNTY'S RIGHT OF WAY AND AREA OF NON-STANDARD
IMPROVEMENTS**

APN: 162-21-318-001

EXHIBIT "A"
LEGAL DESCRIPTION
GINDI SHOWCASE V
LICENSE AND MAINTENANCE EASEMENT 1

BEING A PORTION OF THAT RIGHT-OF-WAY DEDICATED PER BOOK 67, INSTRUMENT 391417 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THE AREA DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN AND SALE DEED", RECORDED AS INSTRUMENT NO. 20190628:03053 OF OFFICIAL RECORDS ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD AS DEDICATED PER INSTRUMENT NO. 0067:0391417 OF OFFICIAL RECORDS

THENCE ALONG THE WESTERLY LINE OF SAID "GRANT, BARGAIN AND SALE DEED", SOUTH 00°21'03" EAST, A DISTANCE OF 269.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, HAVING A RADIUS OF 27.50 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 16°11'09" WEST;

THENCE LEAVING SAID WESTERLY LINE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 73°33'28" AN ARC DISTANCE OF 35.31 FEET;

THENCE NORTH 00°15'24" WEST, A DISTANCE OF 22.39 FEET;

THENCE NORTH 00°22'09" WEST, A DISTANCE OF 171.17 FEET;

THENCE NORTH 02°40'57" EAST, A DISTANCE OF 18.93 FEET;

THENCE NORTH 02°35'47" EAST, A DISTANCE OF 22.34 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 50.50 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF 09°34'04" AN ARC DISTANCE OF 8.43 FEET;

THENCE NORTH 88°52'49" EAST, A DISTANCE OF 17.86 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 2

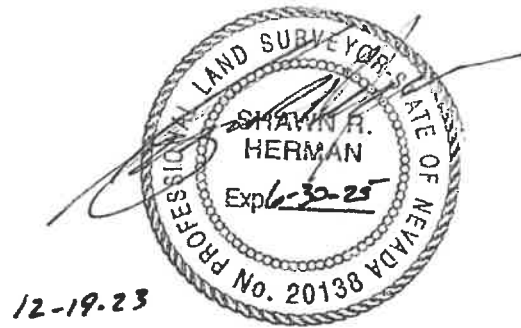
CONTAINING 5,105 SQUARE FEET, MORE OR LESS.

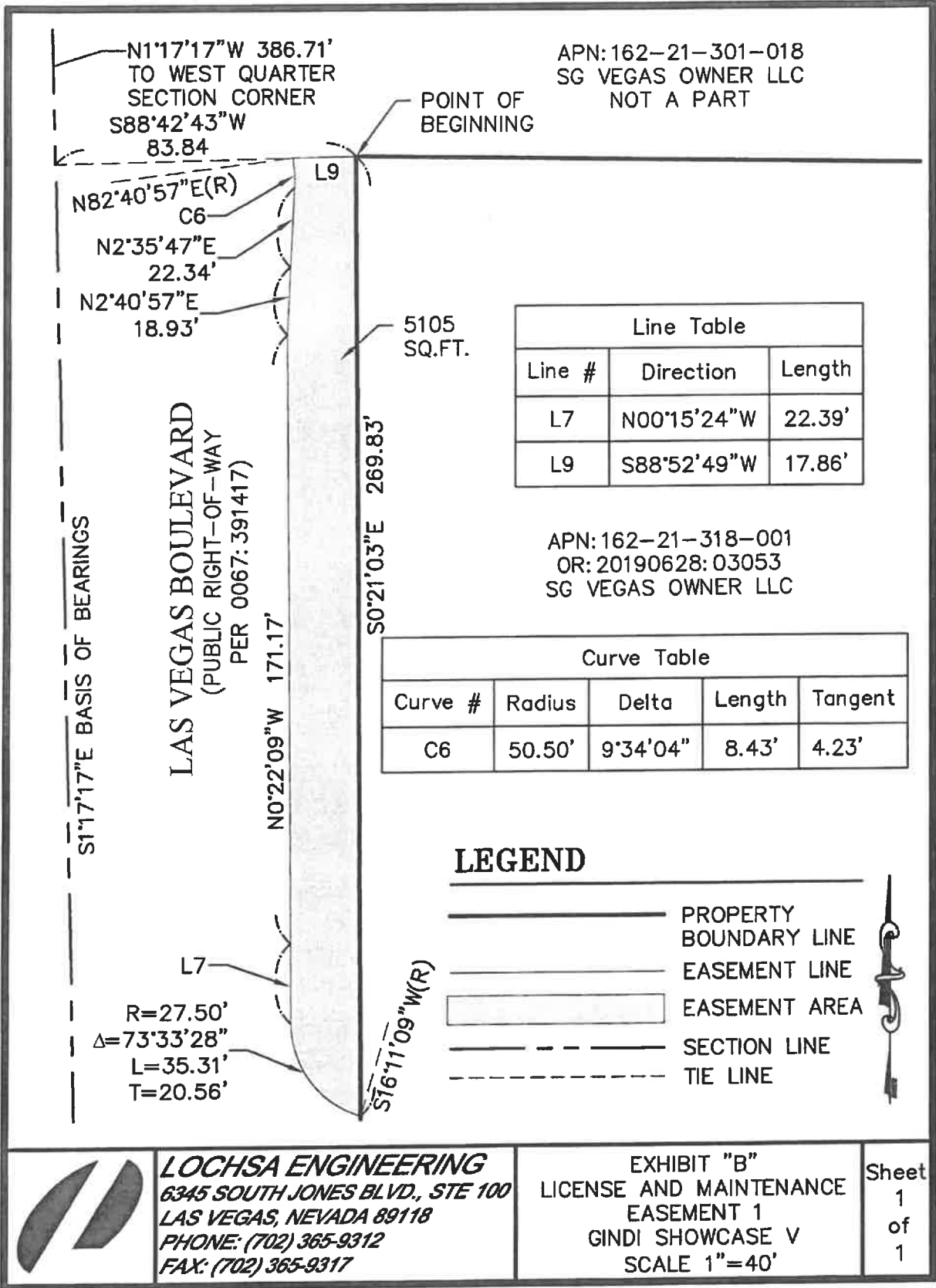
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN ON FILE IN FILE 149, PAGE 88 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

SAID LINE BEARS NORTH 01°17'17" WEST.

SHAWN R. HERMAN, PLS
NEVADA CERTIFICATE NUMBER 20138
EXPIRES JUNE 30, 2025
LOCHSA ENGINEERING
6345 SOUTH JONES BOULEVARD
LAS VEGAS, NEVADA 89118
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SHAWN@LOCHSA.COM
j:\survey\dwg\3800 gindi capital project\legals\3800 l&m esmt1.docx
SHEET 2 OF 2





LOCHSA ENGINEERING
 6345 SOUTH JONES BLVD., STE 100
 LAS VEGAS, NEVADA 89118
 PHONE: (702) 365-9312
 FAX: (702) 365-9317

EXHIBIT "B"
 LICENSE AND MAINTENANCE
 EASEMENT 1
 GINDI SHOWCASE V
 SCALE 1"=40'

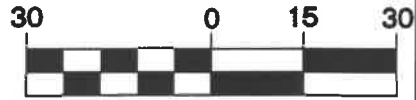
Sheet
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 of
 1

APN:162-21-318-001

EXHIBIT 'A'

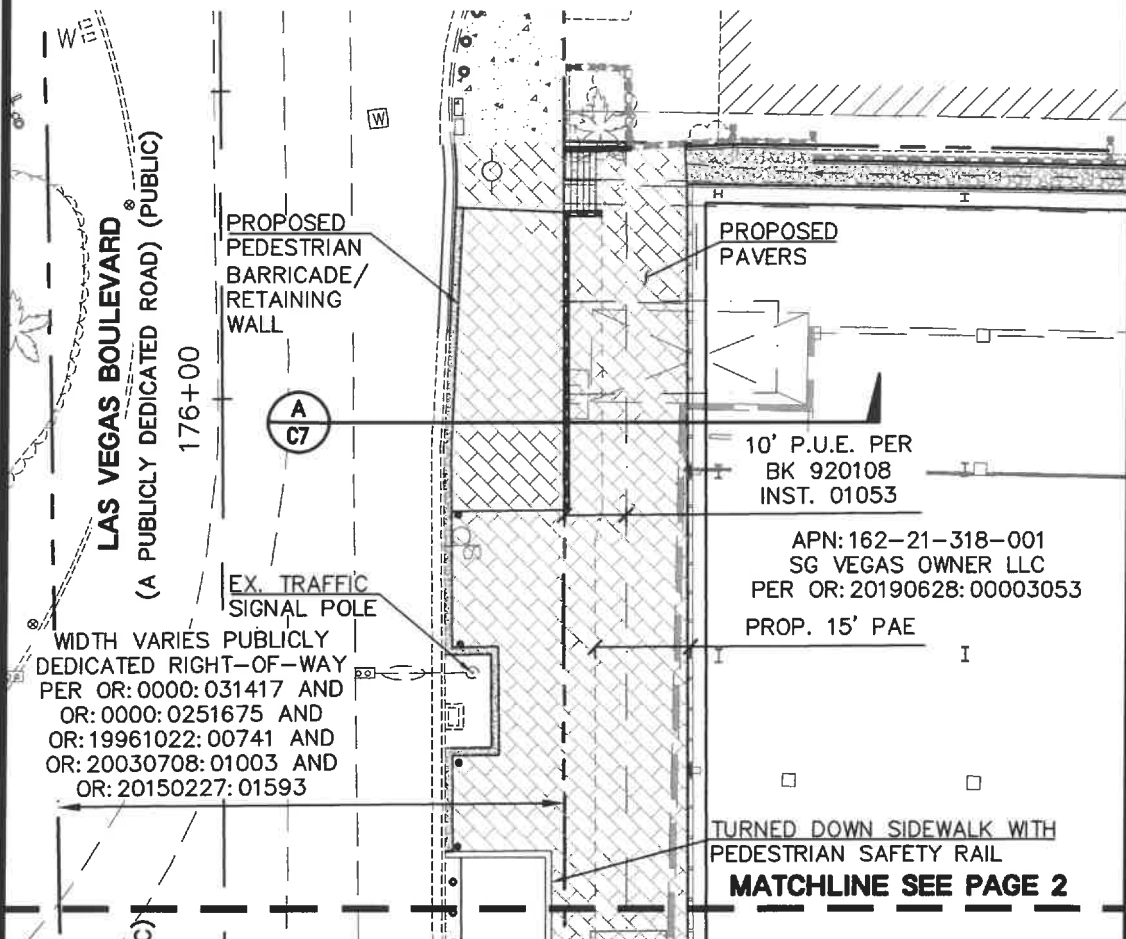


GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.



LEGEND	FOUND MONUMENTATION	
	CENTER LINE	
	ROW LINE	
	EASEMENT LINE	

FILE NAME:	L&M EXHIBIT.dwg
	SECTION LINE
	PROPERTY LINE
	ADJACENT PROPERTY LINE

DRAWN BY: MP	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

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engineering

6345 South Jones Blvd, Suite 100 - Las Vegas, NV 89118
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**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

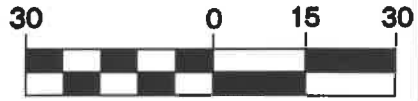
PROJECT No.:	191043
SHEET No.	C1
SHEET 1 OF 10	

APN:162-21-318-001

EXHIBIT 'A'



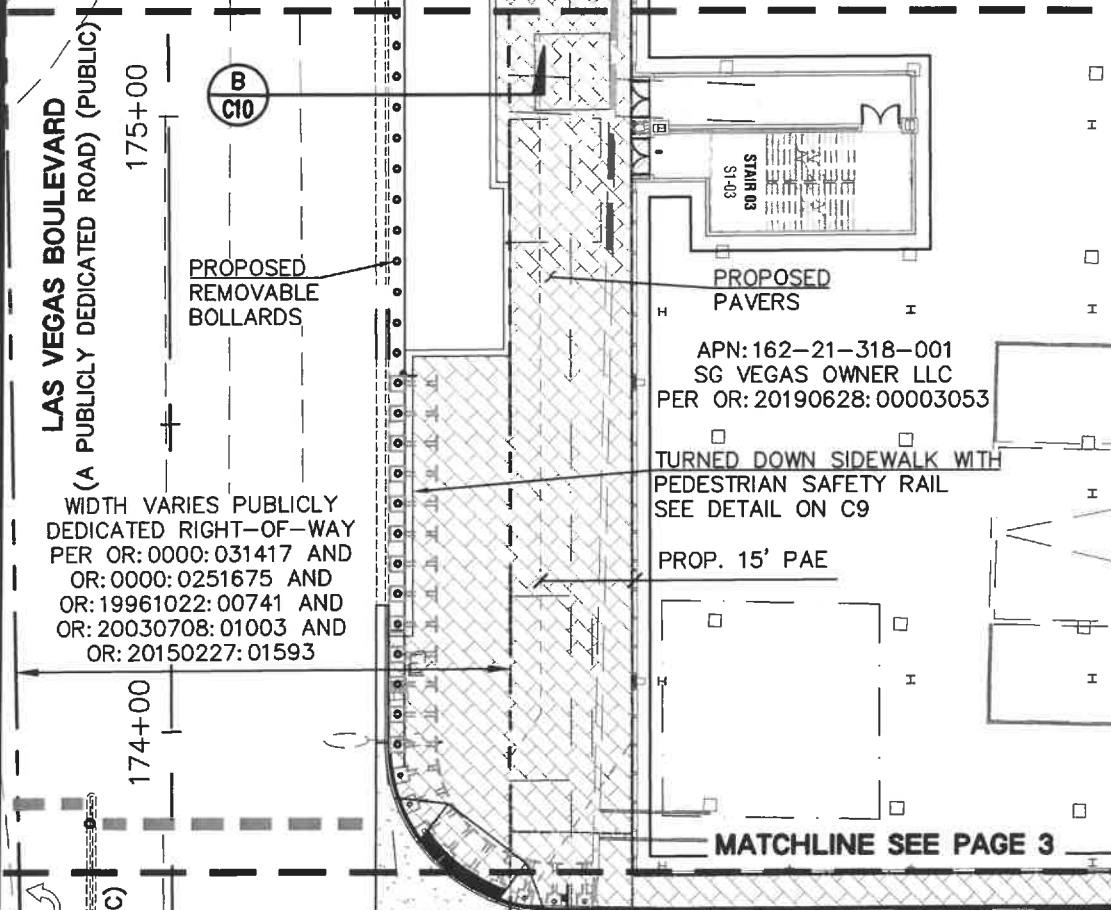
GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.

MATCHLINE SEE PAGE 1



LEGEND	FOUND MONUMENTATION	
CENTER LINE	_____	
ROW LINE	_____	
EASEMENT LINE	_____	

FILE NAME:	L&M_EXHIBIT.dwg
SECTION LINE	_____
PROPERTY LINE	_____
ADJACENT PROPERTY LINE	_____

DRAWN BY: MP	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C2
SHEET 2 OF 10	

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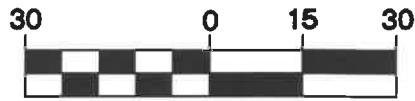
6345 South Jones Blvd, Suite 100 - Las Vegas, NV 89118
Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

APN:162-21-318-001

EXHIBIT 'A'



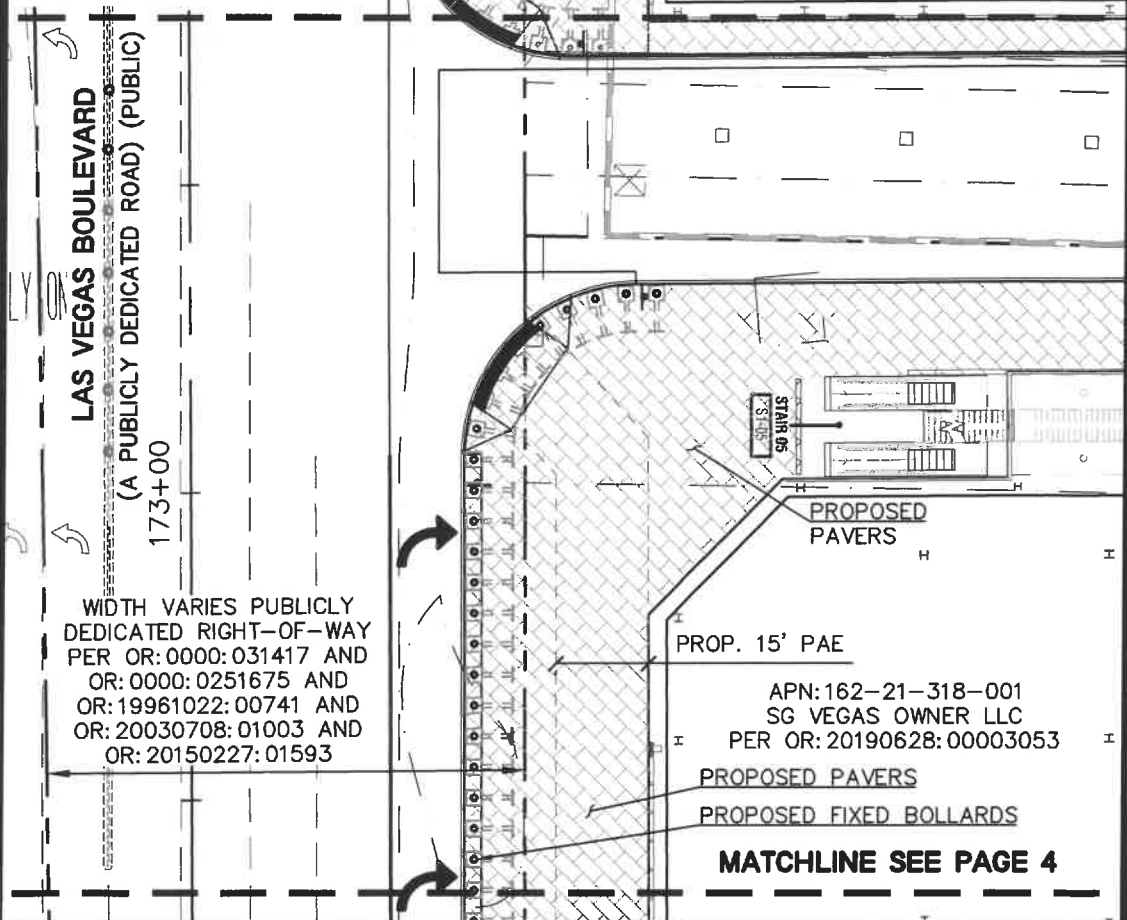
GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.

MATCHLINE SEE PAGE 2



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M EXHIBIT.dwg
CENTER LINE	_____	SECTION LINE	_____
ROW LINE	_____	PROPERTY LINE	_____
EASEMENT LINE	_____	ADJACENT PROPERTY LINE	_____

DRAWN BY: MP SCALE: 1"=30'
 CHECKED BY: BDA DATE: 5/19/2023

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 Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

SITE EXHIBIT FOR LICENSE & MAINTENANCE AGREEMENT

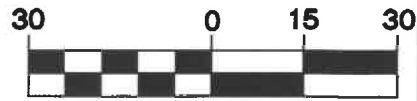
PROJECT No.:
191043
 SHEET No.
C3
 SHEET 3 OF 10

APN:162-21-318-001

EXHIBIT 'A'



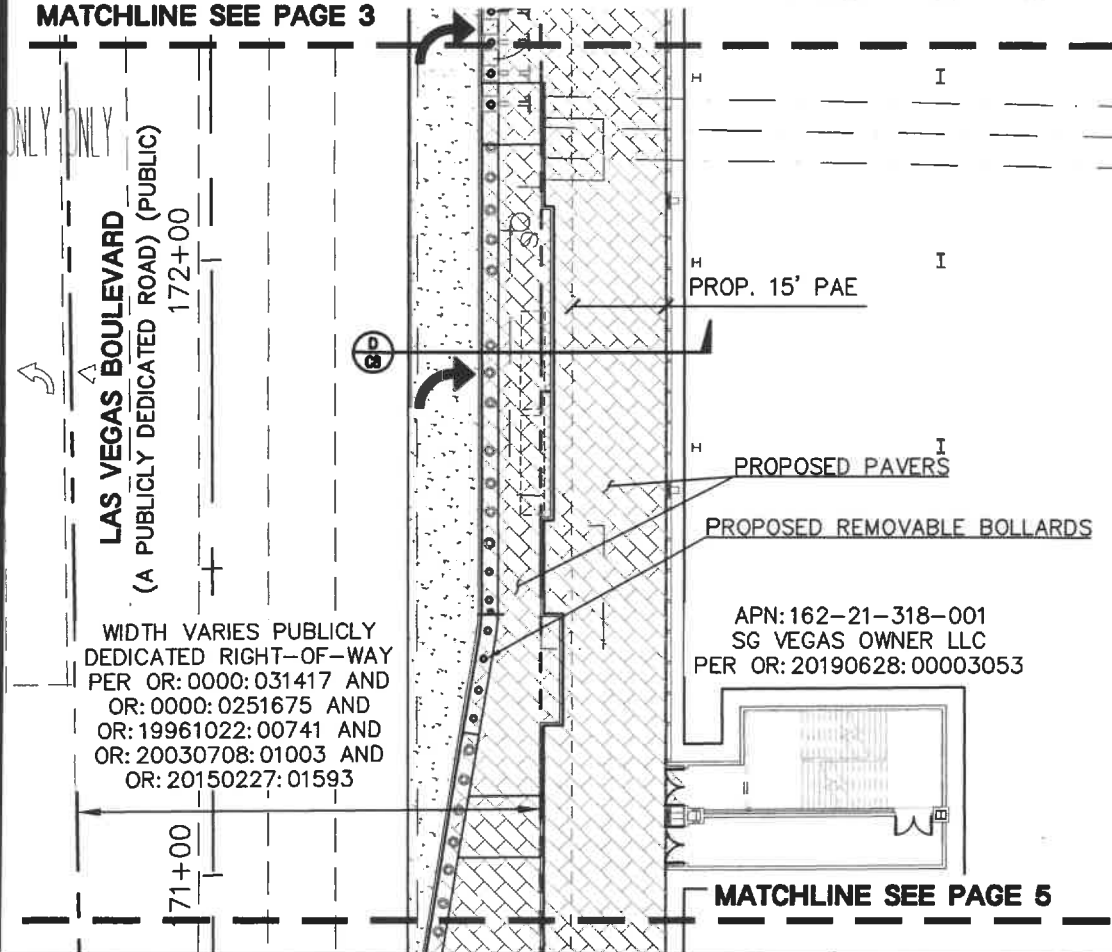
GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.

MATCHLINE SEE PAGE 3



LEGEND	FOUND MONUMENTATION	⊕
CENTER LINE	_____	
ROW LINE	-----	
EASEMENT LINE	-----	

FILE NAME:	L&M EXHIBIT.dwg
SECTION LINE	_____
PROPERTY LINE	-----
ADJACENT PROPERTY LINE

DRAWN BY: AAVC	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C4
SHEET	4 OF 10

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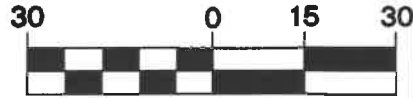
6345 South Jones Blvd. Suite 100 - Las Vegas, NV 89118
Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

APN:162-21-318-001

EXHIBIT 'A'



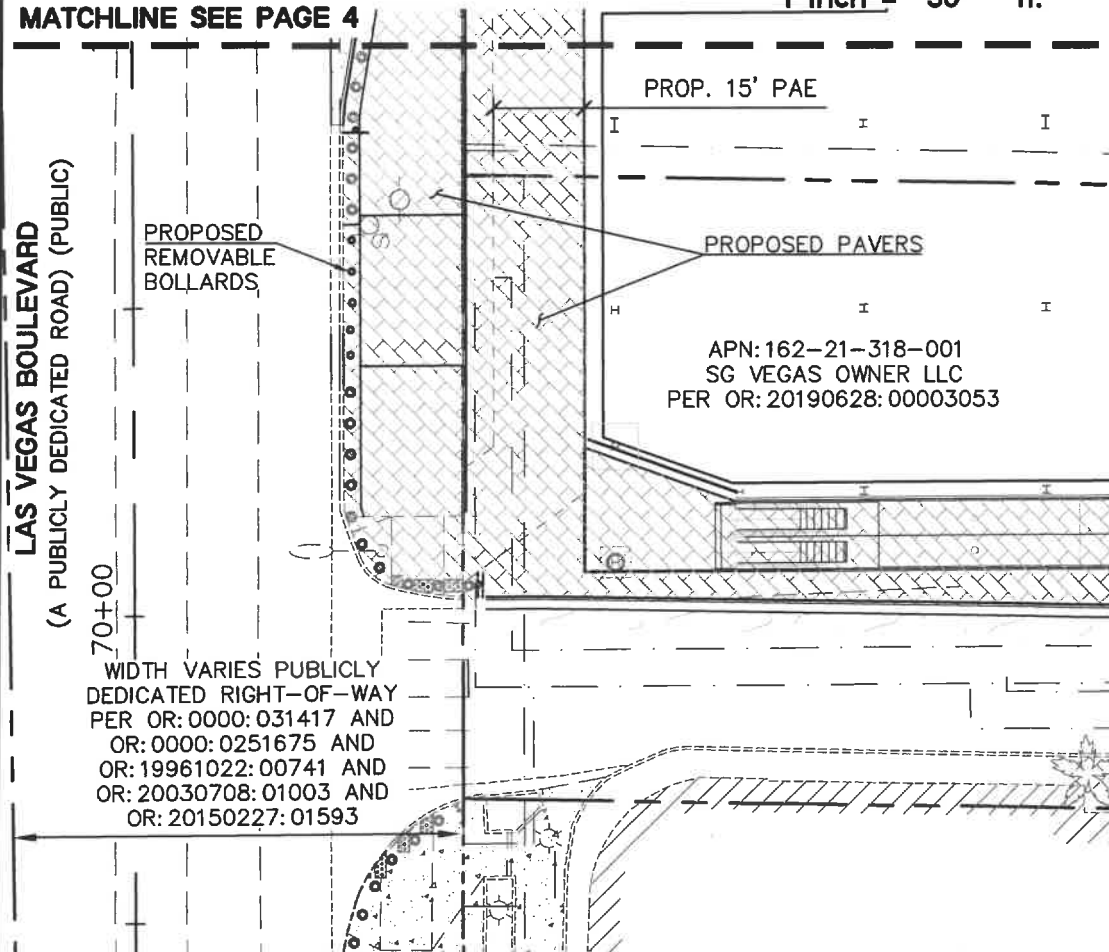
GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.

MATCHLINE SEE PAGE 4



LAS VEGAS BOULEVARD
(A PUBLICLY DEDICATED ROAD) (PUBLIC)

WIDTH VARIES PUBLICLY
DEDICATED RIGHT-OF-WAY
PER OR: 0000: 031417 AND
OR: 0000: 0251675 AND
OR: 19961022: 00741 AND
OR: 20030708: 01003 AND
OR: 20150227: 01593

PROP. 15' PAE

PROPOSED PAVERS

APN:162-21-318-001
SG VEGAS OWNER LLC
PER OR: 20190628: 00003053

LEGEND	FOUND MONUMENTATION	
	CENTER LINE	
	ROW LINE	
	EASEMENT LINE	

FILE NAME:	L&M EXHIBIT.dwg
	SECTION LINE
	PROPERTY LINE
	ADJACENT PROPERTY LINE

DRAWN BY: MP	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

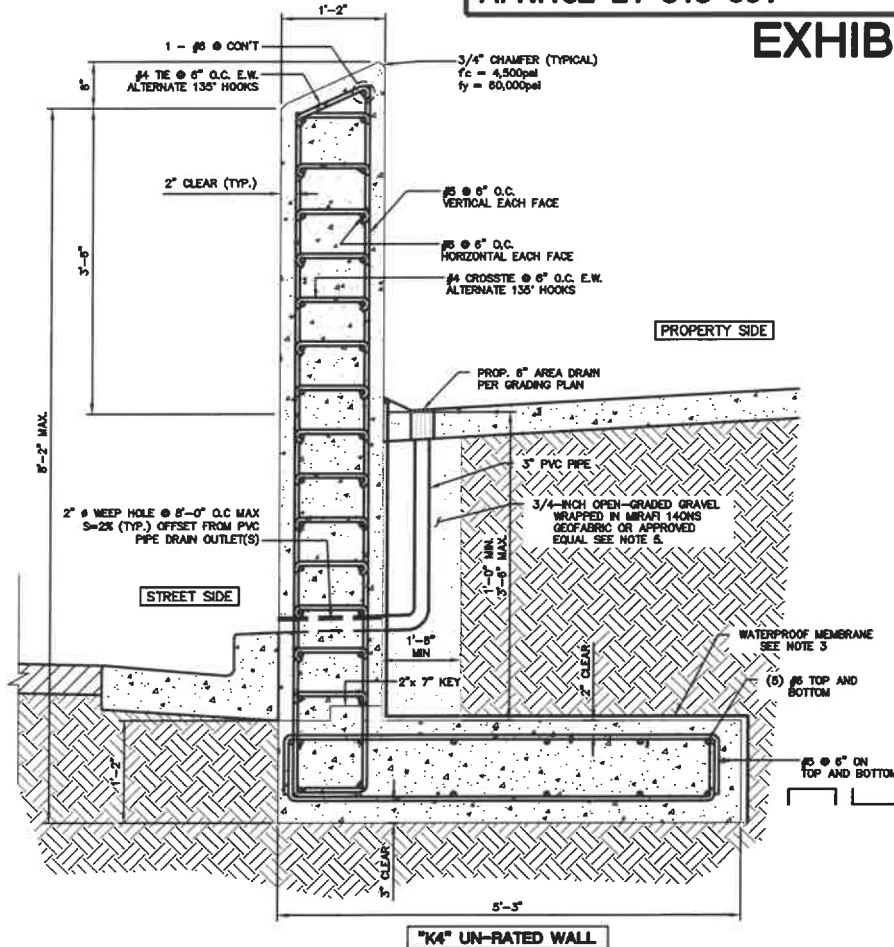
SITE EXHIBIT FOR LICENSE & MAINTENANCE AGREEMENT

PROJECT No.:	191043
SHEET No.	C5
SHEET 5 OF 10	

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APN:162-21-318-001

EXHIBIT 'A'



NOTES:

1. THIS IS AN UN-RATED WALL THAT HAS NOT BEEN LOAD TESTED FOR A K4 LOADING OF A 15,000 POUND TRUCK TRAVELING AT 30 MPH.
2. THIS DETAIL IS NOT A CLARK COUNTY STANDARD.
3. APPLY EDCBASE II OR APPROVED EQUIVALENT FOR BASE PROTECTION AND PROTECT WITH DELTA MS DRAIN FABRIC OR APPROVED EQUIVALENT. EXTEND WEEP HOLES THROUGH DELTA MS DRAIN FABRIC INTO FREE DRAINING BACKFILL. SEAL ALL CRACK CONTROL/EXPANSION JOINTS WITH A BACKER ROD AND FLEXIBLE JOINT SEALANT ON FRONT AND BACK OF WALL.
4. SEE SHEET C7.06 FOR CONCRETE NOTES AND TYPICAL CONCRETE DETAILS INCLUDING CRACK CONTROL JOINTS AND EXPANSION JOINTS.
5. BACKFILL PLACED BEHIND RETAINING WALLS SHALL BE PLACED IN 8-INCH MAXIMUM VERTICAL LIFTS AND SHALL BE COMPACTED TO BETWEEN 90 AND 95 PERCENT OF THE MAXIMUM LABORATORY DRY DENSITY AS DETERMINED PER ASTM D1557. SEE GEOTECHNICAL REPORT FOR REQUIREMENTS. SEE GEOTECHNICAL SOILS INSPECTION SECTION UNDER SCHEDULE OF SPECIAL INSPECTIONS.
6. IF WALL IS SUBJECT TO A LARGE VEHICLE IMPACT, IT IS EXPECTED THAT REPAIR/REPLACEMENT OF THE WALL AND FOOTING COULD BE REQUIRED.

LEGEND	FOUND MONUMENTATION	◆
CENTER LINE	_____	---
ROW LINE	_____	---
EASEMENT LINE	_____	---

FILE NAME:	L&M EXHIBIT.dwg
SECTION LINE	_____
PROPERTY LINE	_____
ADJACENT PROPERTY LINE

DRAWN BY: MP	SCALE: NTS
CHECKED BY: BDA	DATE: 5/19/2023

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:
191043

SHEET No.

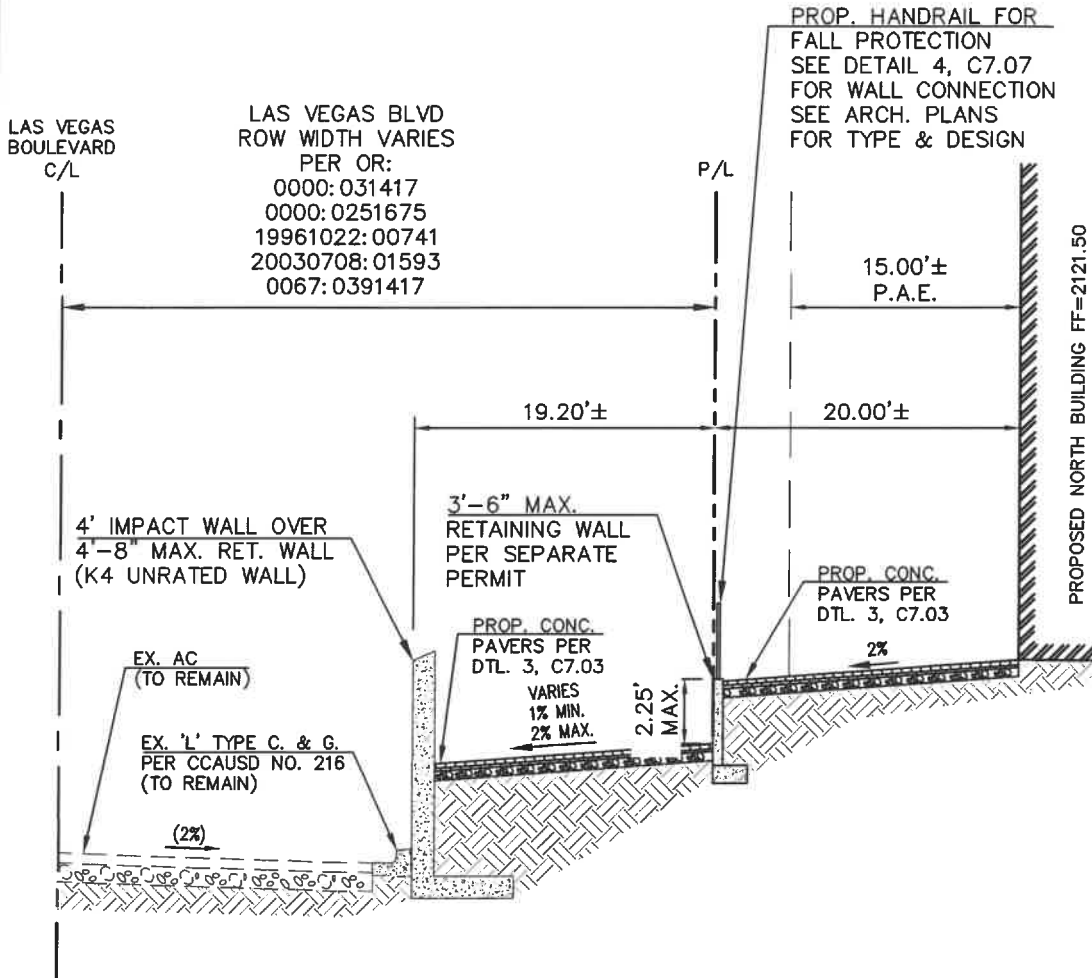
C6

SHEET 6 OF 10

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APN:162-21-318-001

EXHIBIT 'A'



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M EXHIBIT.dwg
CENTER LINE	_____	SECTION LINE	_____
ROW LINE	_____	PROPERTY LINE	_____
EASEMENT LINE	_____	ADJACENT PROPERTY LINE	_____

DRAWN BY: MP	SCALE: NTS
CHECKED BY: BDA	DATE: 5/19/2023

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C7
SHEET 7 OF 10	

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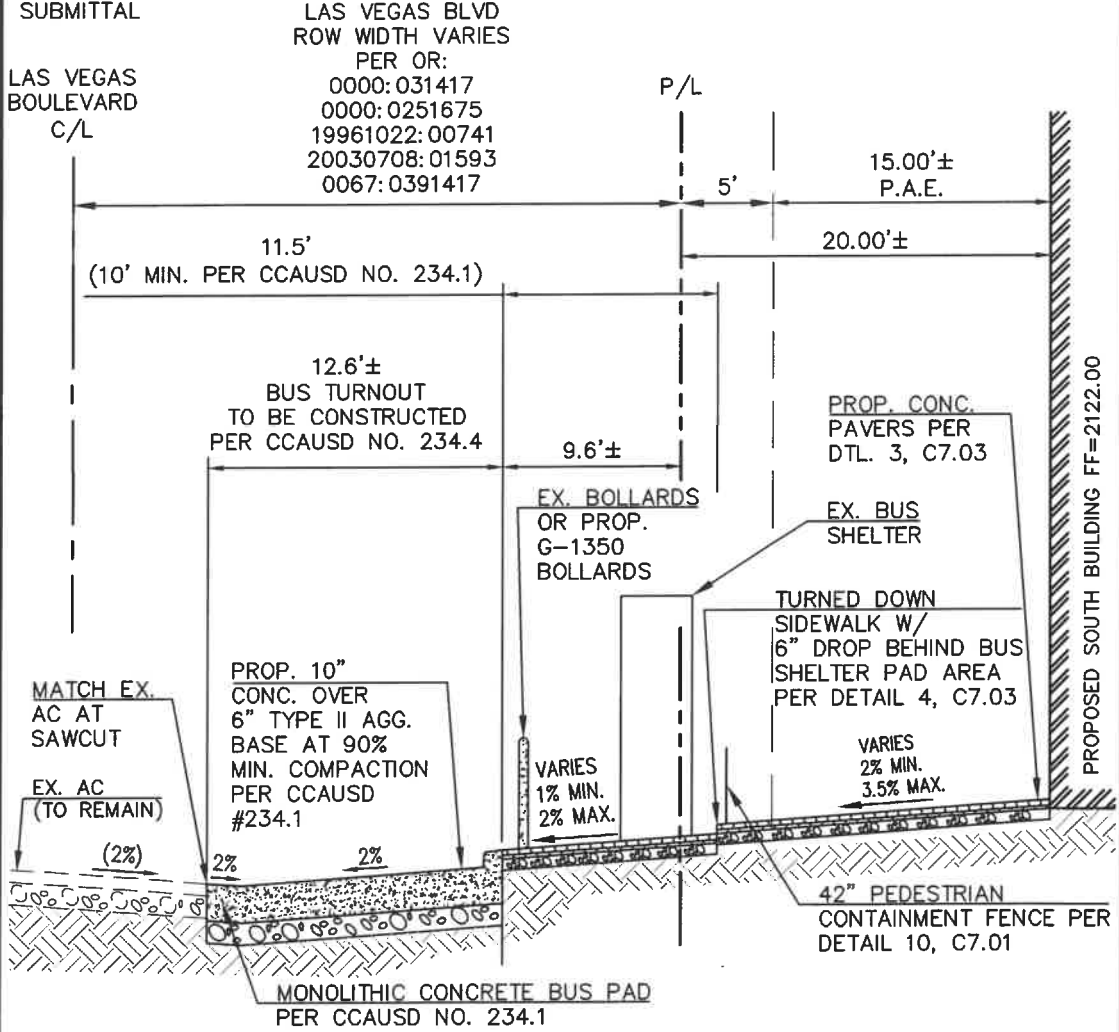
6345 South Jones Blvd. Suite 100 - Las Vegas, NV 89118
Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

BOLLARDS NOTE:

APN:162-21-318-001

EXHIBIT 'A'

THE BOLLARDS ARE NOT PART OF THE PW23-11531 SUBMITTAL



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M_EXHIBIT.dwg
CENTER LINE	_____	SECTION LINE	_____
ROW LINE	_____	PROPERTY LINE	_____
EASEMENT LINE	_____	ADJACENT PROPERTY LINE	_____

DRAWN BY: MP	SCALE: NTS
CHECKED BY: BDA	DATE: 5/19/2023

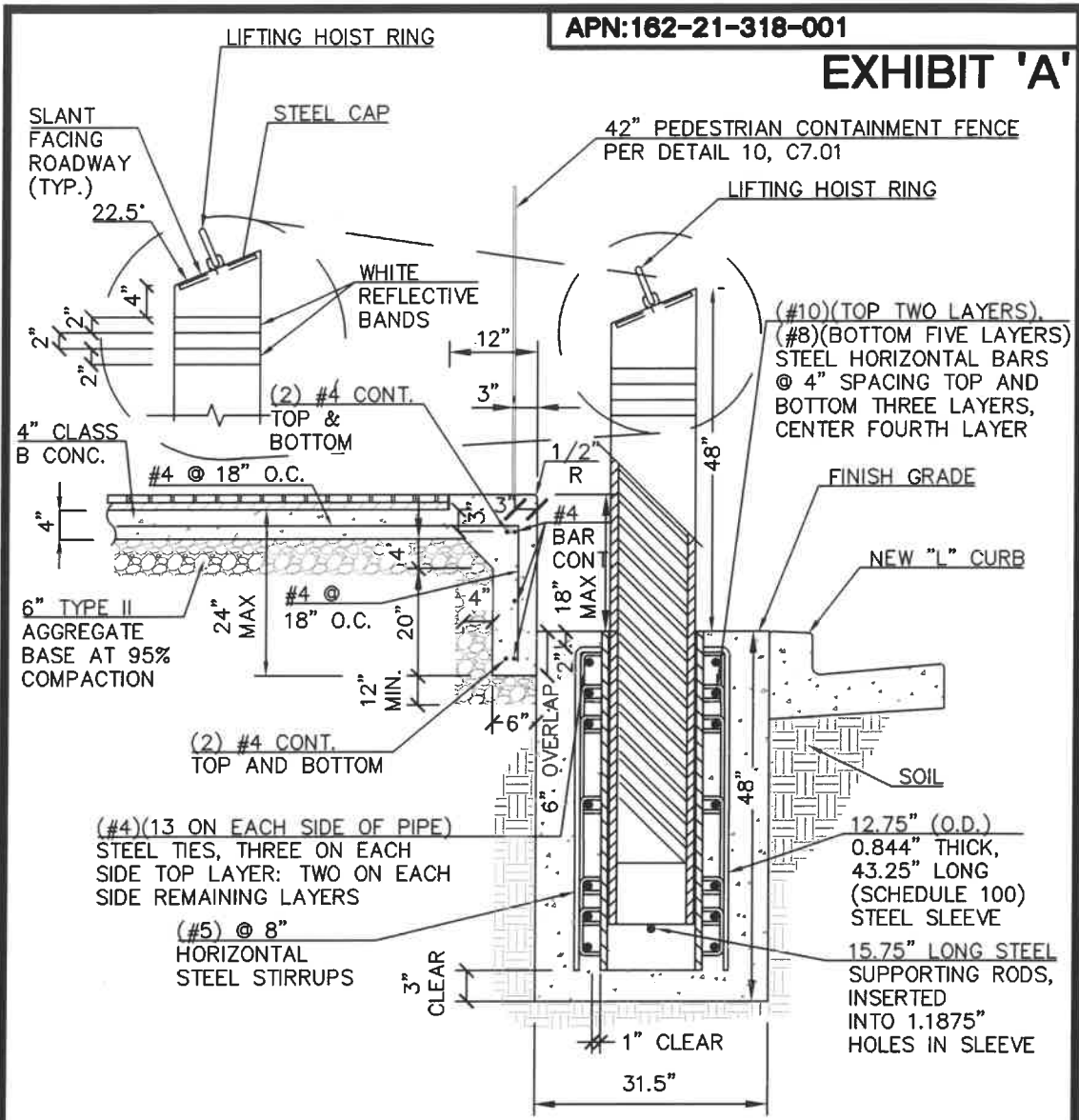
SITE EXHIBIT FOR LICENSE & MAINTENANCE AGREEMENT

PROJECT No.:	191043
SHEET No.	C8
SHEET 8 OF 10	

Lochsa engineering
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 Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

APN:162-21-318-001

EXHIBIT 'A'



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M EXHIBIT.dwg
CENTER LINE	_____	SECTION LINE	_____
ROW LINE	_____	PROPERTY LINE	_____
EASEMENT LINE	_____	ADJACENT PROPERTY LINE	_____

DRAWN BY: MP	SCALE: NTS
CHECKED BY: BDA	DATE: 5/19/2023

SITE EXHIBIT FOR LICENSE & MAINTENANCE AGREEMENT

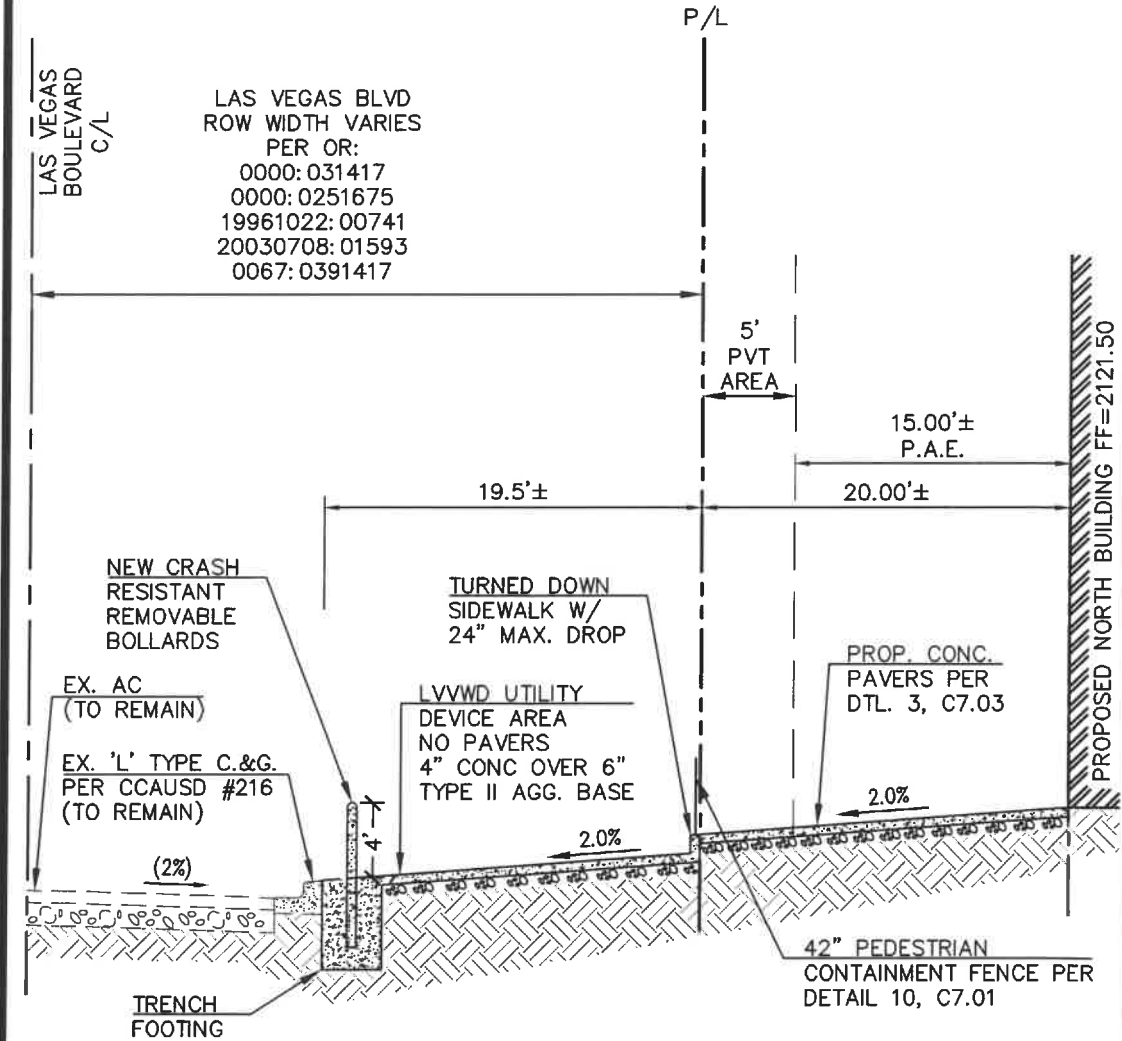
PROJECT No.:	191043
SHEET No.	C9
SHEET	9 OF 10

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engineering

6345 South Jones Blvd. Suite 100 - Las Vegas, NV 89118
Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

APN:162-21-318-001

EXHIBIT 'A'



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M EXHIBIT.dwg
CENTER LINE	-----	SECTION LINE	-----
ROW LINE	-----	PROPERTY LINE	-----
EASEMENT LINE	-----	ADJACENT PROPERTY LINE

DRAWN BY: MP	SCALE: NTS
CHECKED BY: BDA	DATE: 5/19/2023

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**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C10
SHEET 10 OF 10	

APN 162-21-318-001

EXHIBIT "A"
LEGAL DESCRIPTION
GINDI SHOWCASE V
LICENSE AND MAINTENANCE EASEMENT 2

BEING A PORTION OF THAT RIGHT-OF-WAY DEDICATED PER BOOK 67, INSTRUMENT 391417 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF THE AREA DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN AND SALE DEED", RECORDED AS INSTRUMENT NO. 20190628:03053 OF OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°21'03" WEST, A DISTANCE OF 111.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WITH A RADIUS 51.50 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 2°35'08" WEST, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 13°24'27" AN ARC DISTANCE OF 12.05 FEET TO THE BEGINNING OF A COMPOUND CURVE WITH A RADIUS OF 7.50 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 15°59'35" WEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 54°23'18", AN ARC DISTANCE OF 7.12 FEET;

THENCE NORTH 19°37'07" WEST, A DISTANCE OF 7.81 FEET;

THENCE NORTH 00°26'20" WEST, A DISTANCE OF 62.78 FEET TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 38.61 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 08°11'17", AN ARC DISTANCE OF 5.52 FEET;

THENCE NORTH 09°05'25" EAST, A DISTANCE OF 28.76 FEET;

THENCE NORTH 09°13'21" EAST, A DISTANCE OF 25.64 FEET TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 25.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF 9°32'13", AN ARC DISTANCE OF 4.16 FEET;

THENCE NORTH 00°18'52" WEST, A DISTANCE OF 63.22 FEET;

SHEET 1 OF 2

THENCE NORTH 00°22'29" WEST, A DISTANCE OF 99.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WITH A RADIUS OF 27.59 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°50'05" WEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 49°05'49", AN ARC DISTANCE OF 23.64 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 00°21'03" EAST, A DISTANCE OF 324.02 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,060 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN ON FILE IN FILE 149, PAGE 88 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

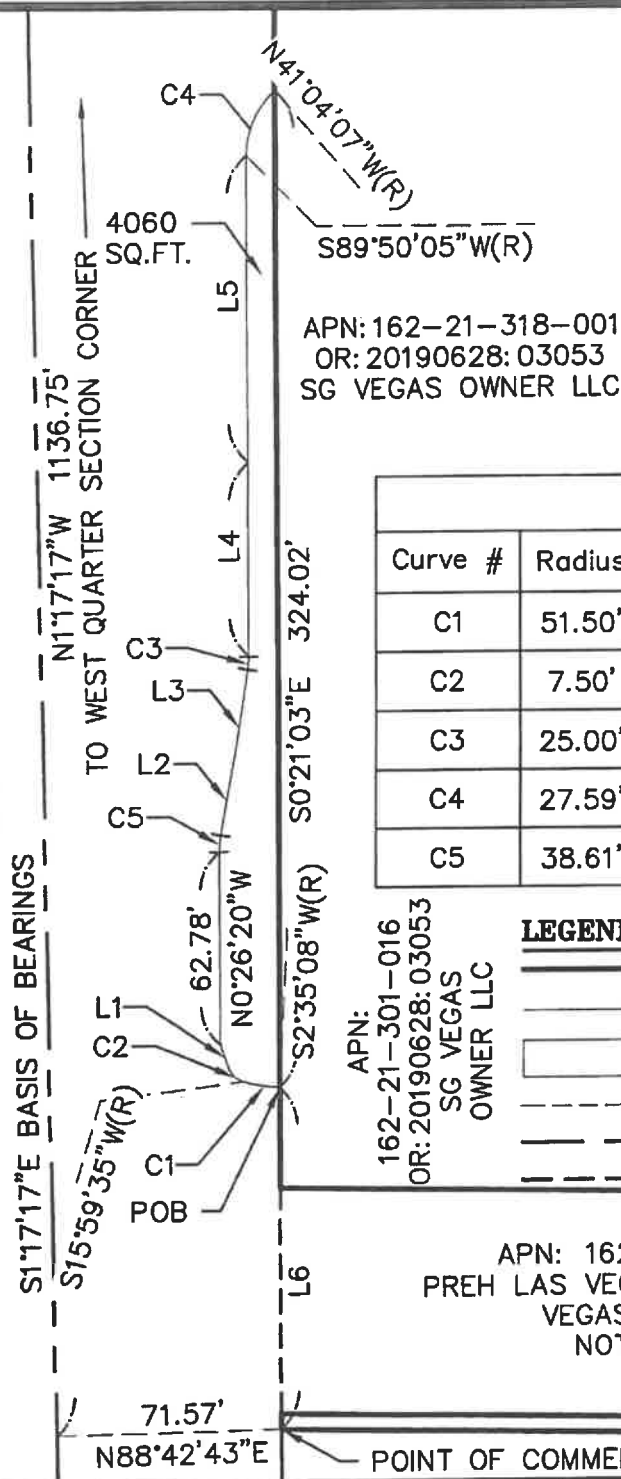
SAID LINE BEARS NORTH 01°17'17" WEST.

SHAWN R. HERMAN, PLS
NEVADA CERTIFICATE NUMBER 20138
EXPIRES JUNE 30, 2025
LOCHSA ENGINEERING
6345 SOUTH JONES BOULEVARD
LAS VEGAS, NEVADA 89118
TEL (702) 365-9312 FAX (702) 365-9317
SHAWN@LOCHSA.COM
j:\survey\dwg\3800 gindi capital project\legals\3800 l&m esmt2.docx
SHEET 2 OF 2



LAS VEGAS BOULEVARD

PUBLIC RIGHT-OF-WAY PER 0067:0391417



APN: 162-21-318-001
 OR: 20190628: 03053
 SG VEGAS OWNER LLC

APN: 162-21-301-016
 OR: 20190628: 03053
 SG VEGAS OWNER LLC

APN: 162-21-301-017
 PREH LAS VEGAS BLVE AND MRK
 VEGAS STRIP LLC
 NOT A PART

Line Table		
Line #	Direction	Length
L1	N19°37'07"W	7.81'
L2	N09°45'33"E	28.76'
L3	N08°28'21"E	25.64'
L4	N00°18'52"W	63.22'
L5	N00°22'29"W	99.83'
L6	N00°21'03"W	111.47'

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C1	51.50'	13°24'27"	12.05'	6.05'
C2	7.50'	54°23'18"	7.12'	3.85'
C3	25.00'	9°32'13"	4.16'	2.09'
C4	27.59'	49°05'49"	23.64'	12.60'
C5	38.61'	8°11'17"	5.52'	2.76'

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- EASEMENT AREA
- TIE LINE
- SECTION LINE
- RIGHT-OF-WAY LINE



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 6345 SOUTH JONES BLVD., STE 100
 LAS VEGAS, NEVADA 89118
 PHONE: (702) 365-9312
 FAX: (702) 365-9317

EXHIBIT "B"
 LICENSE AND MAINTENANCE
 EASEMENT 2
 GINDI SHOWCASE V
 SCALE 1"=60'

Sheet
 1
 of
 1

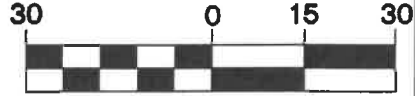
EXHIBIT "C"
DEPICTION AND DESCRIPTION OF IMPROVEMENTS

APN:162-21-301-016, 018, 019 & 009

EXHIBIT 'A'

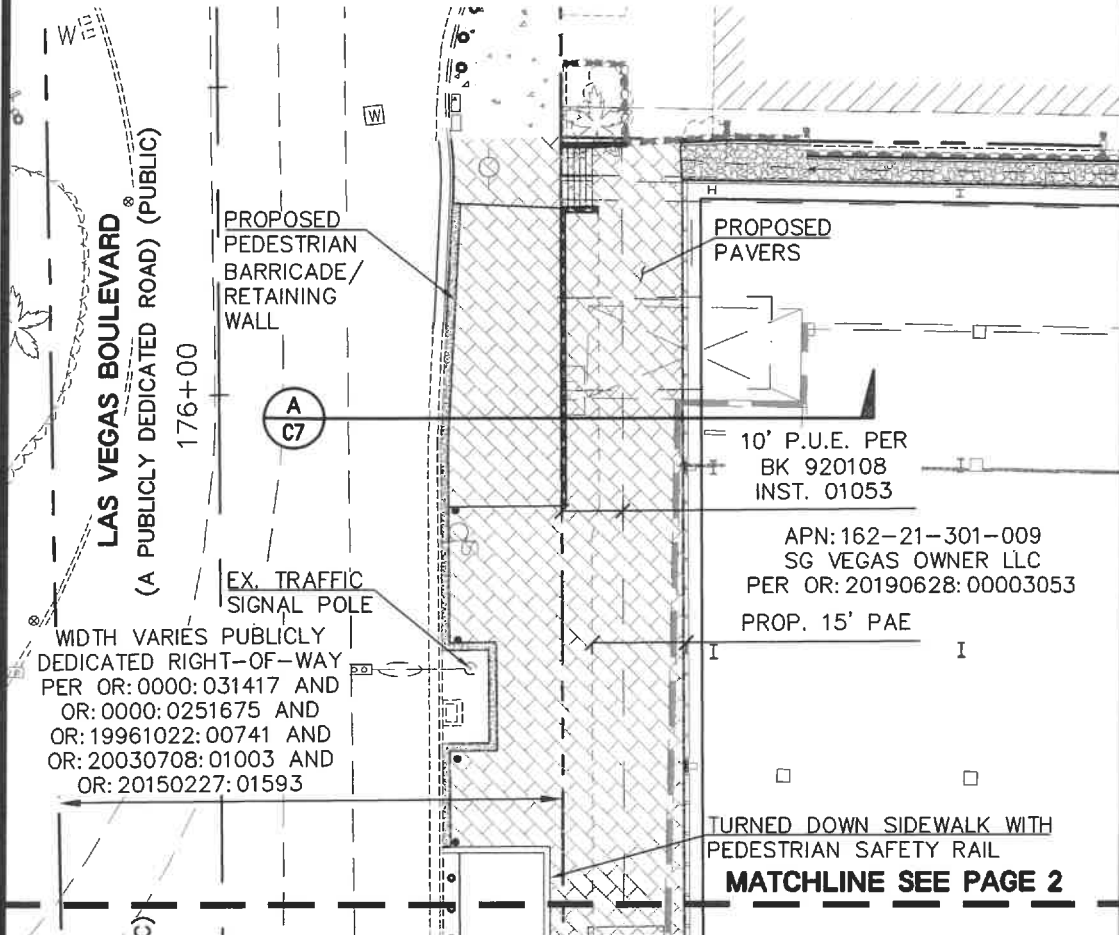


GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.



LEGEND	FOUND MONUMENTATION	
	CENTER LINE	
	ROW LINE	
	EASEMENT LINE	

FILE NAME:	L&M EXHIBIT.dwg
SECTION LINE	
PROPERTY LINE	
ADJACENT PROPERTY LINE	

DRAWN BY: MP	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

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**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

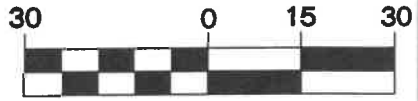
PROJECT No.:	191043
SHEET No.	C1
SHEET 1 OF 10	

APN:162-21-301-016, 018, 019 & 009

EXHIBIT 'A'



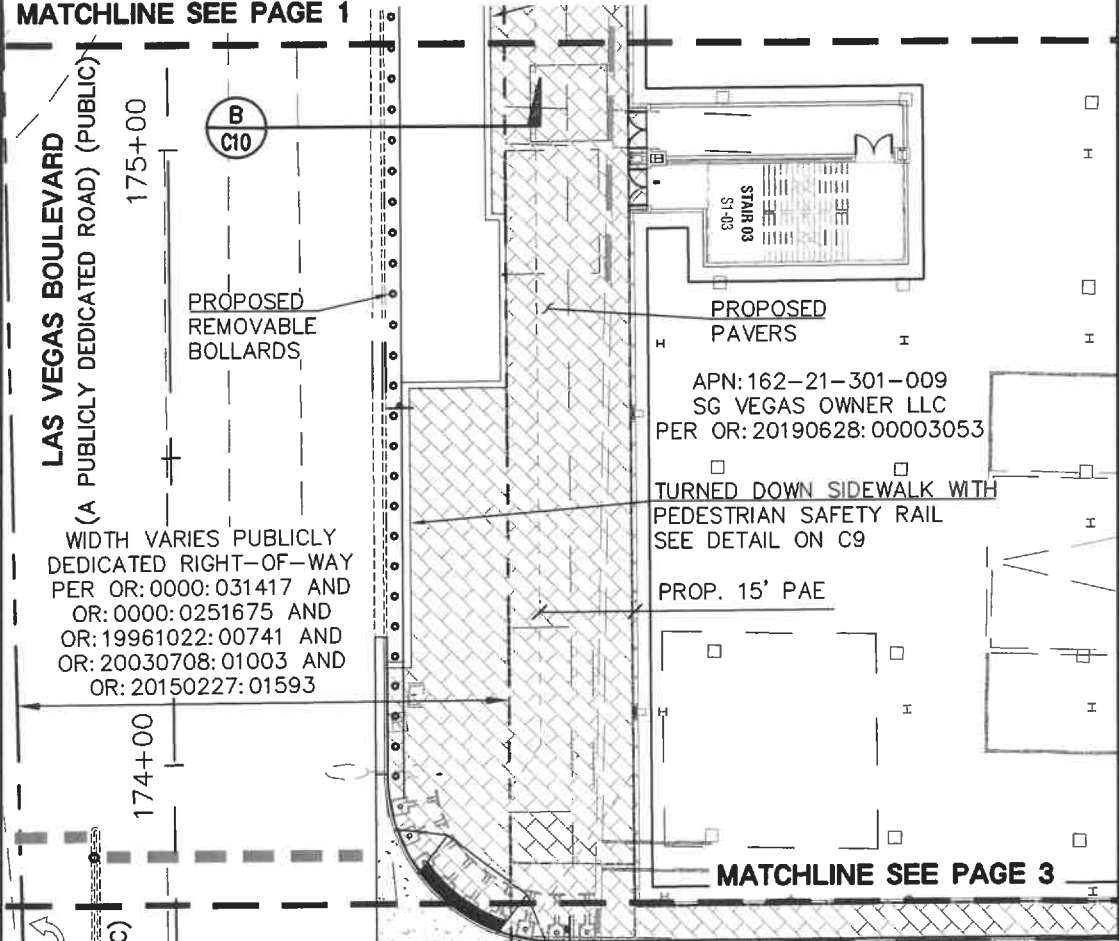
GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.

MATCHLINE SEE PAGE 1



LEGEND	FOUND MONUMENTATION	
CENTER LINE	_____	
ROW LINE	_____	
EASEMENT LINE	_____	

FILE NAME:	L&M_EXHIBIT.dwg
SECTION LINE	_____
PROPERTY LINE	_____
ADJACENT PROPERTY LINE	_____

DRAWN BY: MP	SCALE: 1" = 30'
CHECKED BY: BDA	DATE: 5/19/2023

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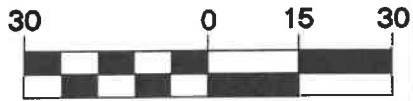
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SHEET No.	C2
SHEET 2 OF 10	

APN:162-21-301-016, 018, 019 & 009

EXHIBIT 'A'



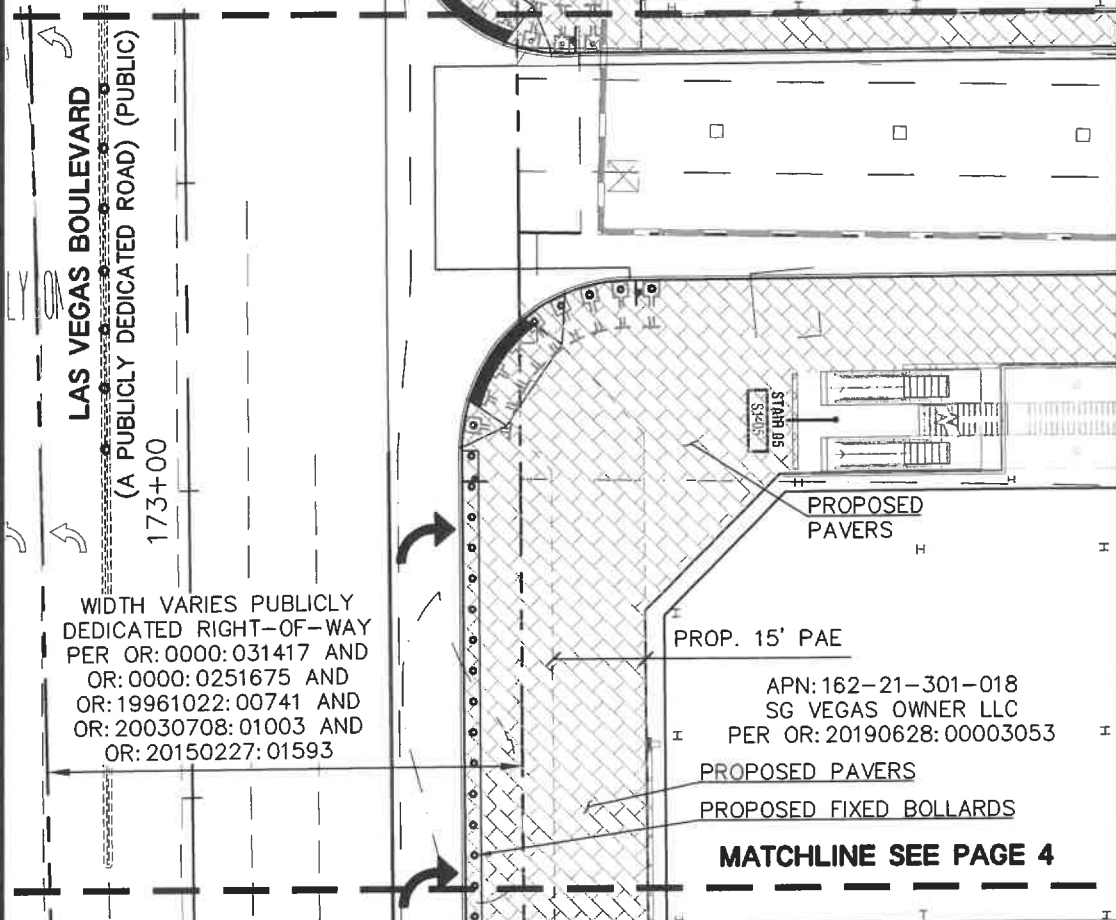
GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.

MATCHLINE SEE PAGE 2



LEGEND	FOUND MONUMENTATION	
	CENTER LINE	
	ROW LINE	
	EASEMENT LINE	

FILE NAME:	L&M EXHIBIT.dwg
SECTION LINE	
PROPERTY LINE	
ADJACENT PROPERTY LINE	

DRAWN BY: MP	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C3
SHEET 3 OF 10	

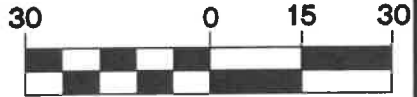
6345 South Jones Blvd, Suite 100 - Las Vegas, NV 89118
Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

APN:162-21-301-016, 018, 019 & 009

EXHIBIT 'A'



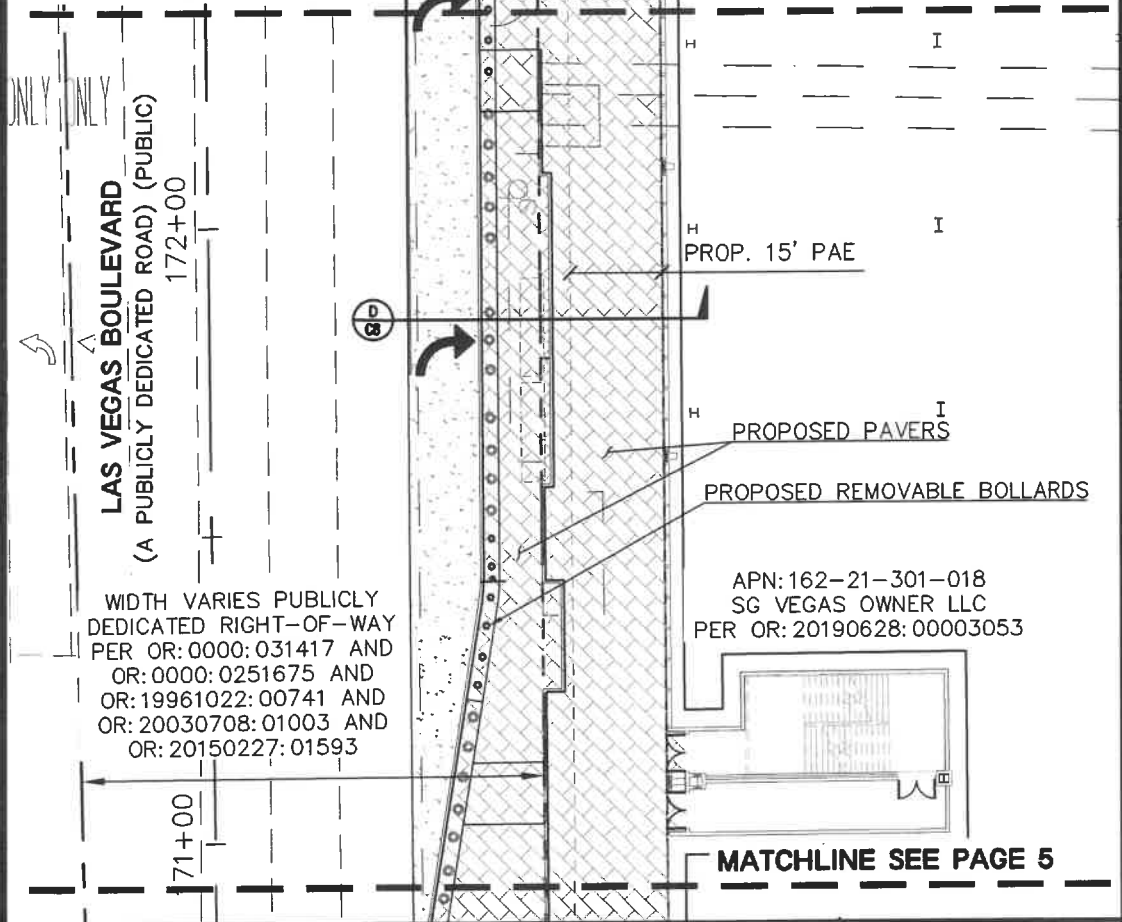
GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

MATCHLINE SEE PAGE 3



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M_EXHIBIT.dwg
CENTER LINE	_____	SECTION LINE	_____
ROW LINE	_____	PROPERTY LINE	_____
EASEMENT LINE	_____	ADJACENT PROPERTY LINE	_____

DRAWN BY: AAVC	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

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AGREEMENT**

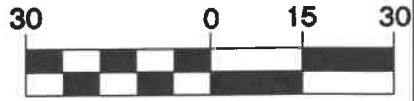
PROJECT No.:	191043
SHEET No.	C4
SHEET 4 OF 10	

APN:162-21-301-016, 018, 019 & 009

EXHIBIT 'A'



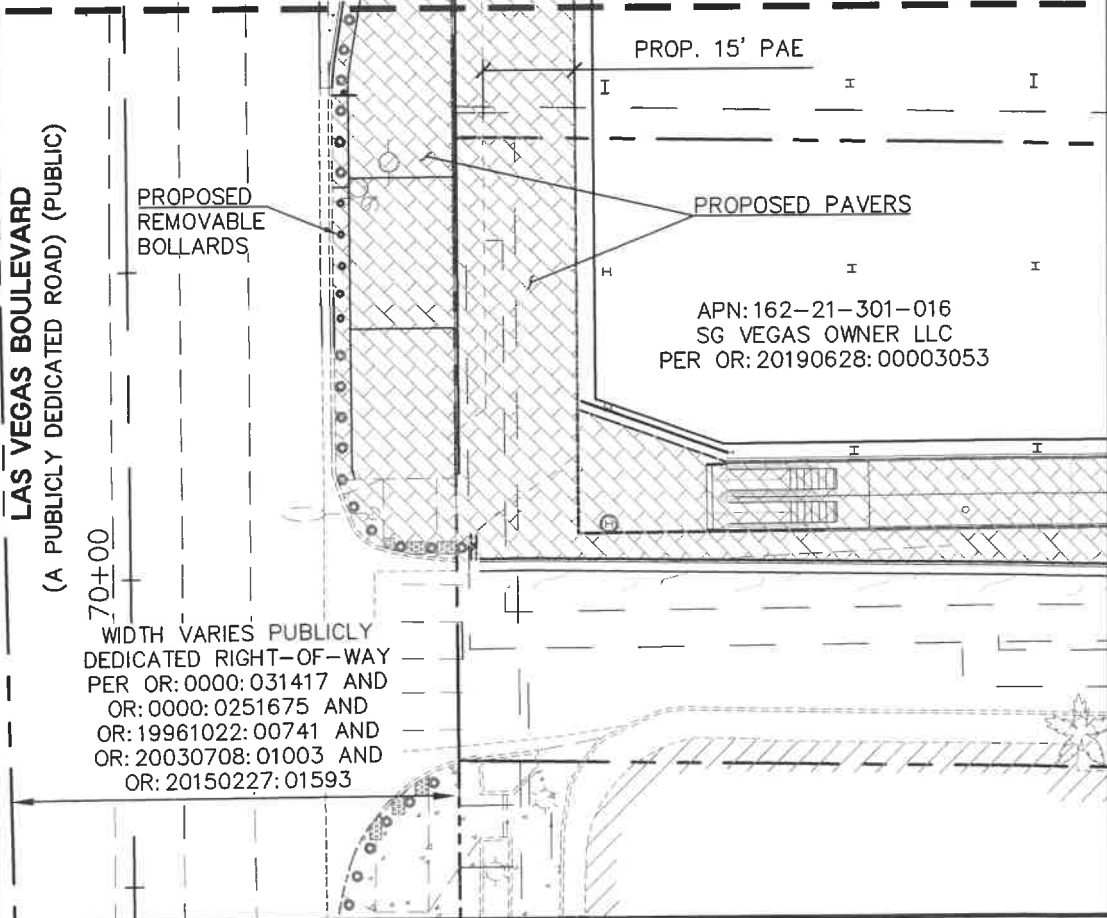
GRAPHIC SCALE



(IN FEET)

1 Inch = 30 ft.

MATCHLINE SEE PAGE 4



LEGEND	FOUND MONUMENTATION	
	CENTER LINE	
	ROW LINE	
	EASEMENT LINE	

FILE NAME:	L&M_EXHIBIT.dwg
SECTION LINE	
PROPERTY LINE	
ADJACENT PROPERTY LINE	

DRAWN BY: MP	SCALE: 1"=30'
CHECKED BY: BDA	DATE: 5/19/2023

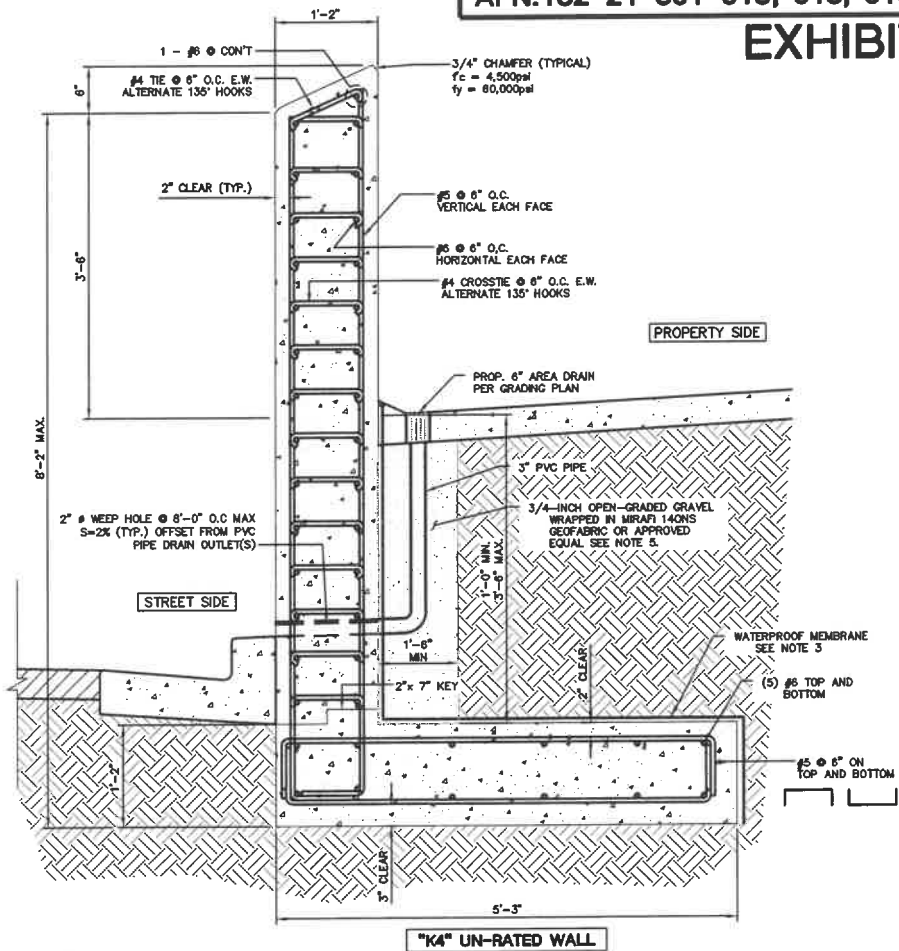
**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C5
SHEET 5 OF 10	

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EXHIBIT 'A'

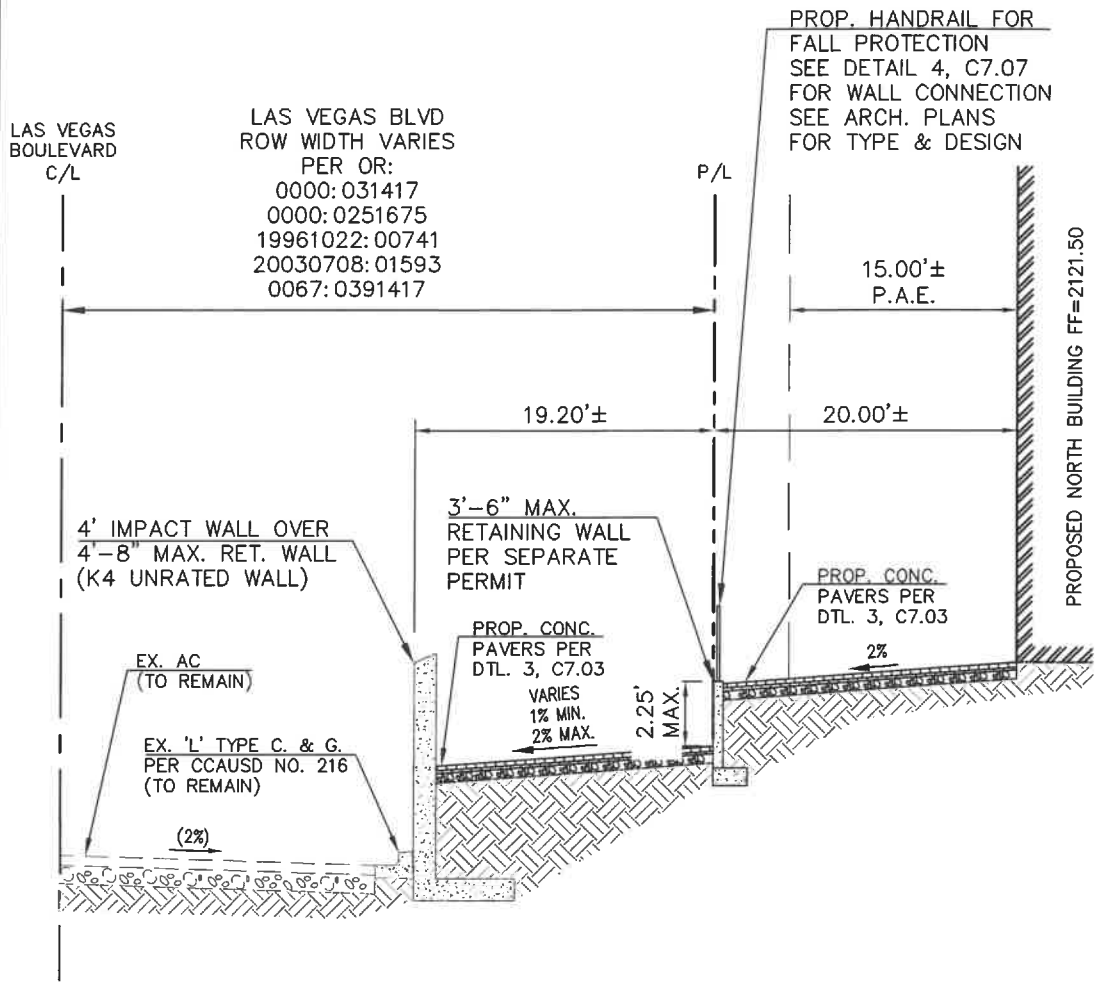


- NOTES:**
1. THIS IS AN UN-RATED WALL THAT HAS NOT BEEN LOAD TESTED FOR A K4 LOADING OF A 15,000 POUND TRUCK TRAVELING AT 30 MPH.
 2. THIS DETAIL IS NOT A CLARK COUNTY STANDARD.
 3. APPLY ECOBASE II OR APPROVED EQUIVALENT FOR BASE PROTECTION AND PROTECT WITH DELTA MS DRAIN FABRIC OR APPROVED EQUIVALENT. EXTEND WEEP HOLES THROUGH DELTA MS DRAIN FABRIC INTO FREE DRAINING BACKFILL. SEAL ALL CRACK CONTROL/EXPANSION JOINTS WITH A BACKER ROD AND FLEXIBLE JOINT SEALANT ON FRONT AND BACK OF WALL.
 4. SEE SHEET C7.06 FOR CONCRETE NOTES AND TYPICAL CONCRETE DETAILS INCLUDING CRACK CONTROL JOINTS AND EXPANSION JOINTS.
 5. BACKFILL PLACED BEHIND RETAINING WALLS SHALL BE PLACED IN 8-INCH MAXIMUM VERTICAL LIFTS AND SHALL BE COMPACTED TO BETWEEN 90 AND 95 PERCENT OF THE MAXIMUM LABORATORY DRY DENSITY AS DETERMINED PER ASTM D1557. SEE GEOTECHNICAL REPORT FOR REQUIREMENTS. SEE GEOTECHNICAL SOILS INSPECTION SECTION UNDER SCHEDULE OF SPECIAL INSPECTIONS.
 6. IF WALL IS SUBJECT TO A LARGE VEHICLE IMPACT, IT IS EXPECTED THAT REPAIR/REPLACEMENT OF THE WALL AND FOOTING COULD BE REQUIRED.

LEGEND FOUND MONUMENTATION		FILE NAME: L&M_EXHIBIT.dwg
CENTER LINE	SECTION LINE	
ROW LINE	PROPERTY LINE	
EASEMENT LINE	ADJACENT PROPERTY LINE	
DRAWN BY: MP	SCALE: NTS	PROJECT No.:
CHECKED BY: BDA	DATE: 5/19/2023	191043
<p>6345 South Jones Blvd. Suite 100 - Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com</p>		SHEET No.
		C6
		SHEET 6 OF 10

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

EXHIBIT 'A'



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M_EXHIBIT.dwg
CENTER LINE	---	SECTION LINE	---
ROW LINE	---	PROPERTY LINE	---
EASEMENT LINE	---	ADJACENT PROPERTY LINE	---

DRAWN BY: MP	SCALE: NTS
CHECKED BY: BDA	DATE: 5/19/2023

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C7
SHEET 7 OF 10	

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APN:162-21-301-016, 018, 019 & 009

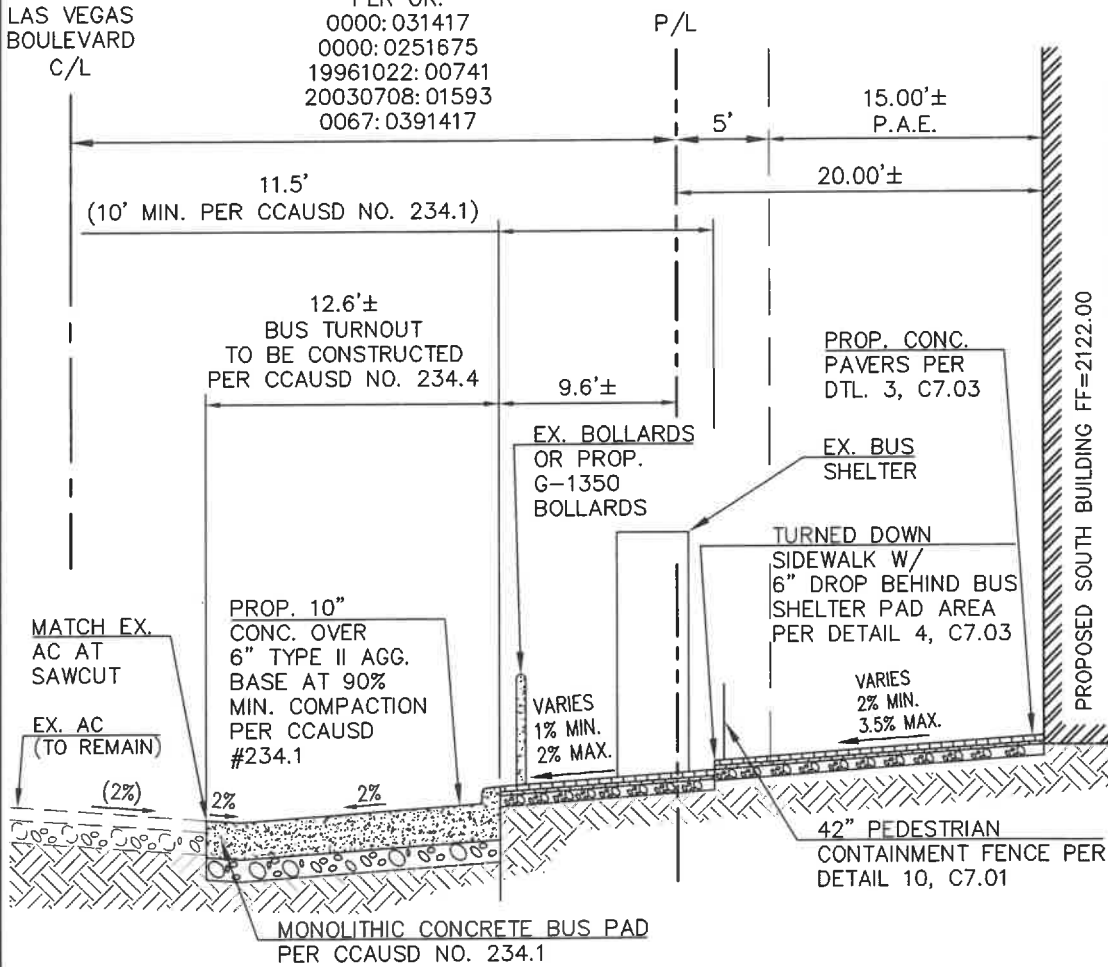
EXHIBIT 'A'

BOLLARDS NOTE:

THE BOLLARDS ARE NOT PART OF THE PW23-11531 SUBMITTAL

LAS VEGAS BLVD
ROW WIDTH VARIES
PER OR:
0000: 031417
0000: 0251675
19961022: 00741
20030708: 01593
0067: 0391417

LAS VEGAS BOULEVARD
C/L



LEGEND	FOUND MONUMENTATION	FILE NAME:	L&M_EXHIBIT.dwg
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ROW LINE	---	PROPERTY LINE	---
EASEMENT LINE	---	ADJACENT PROPERTY LINE	---

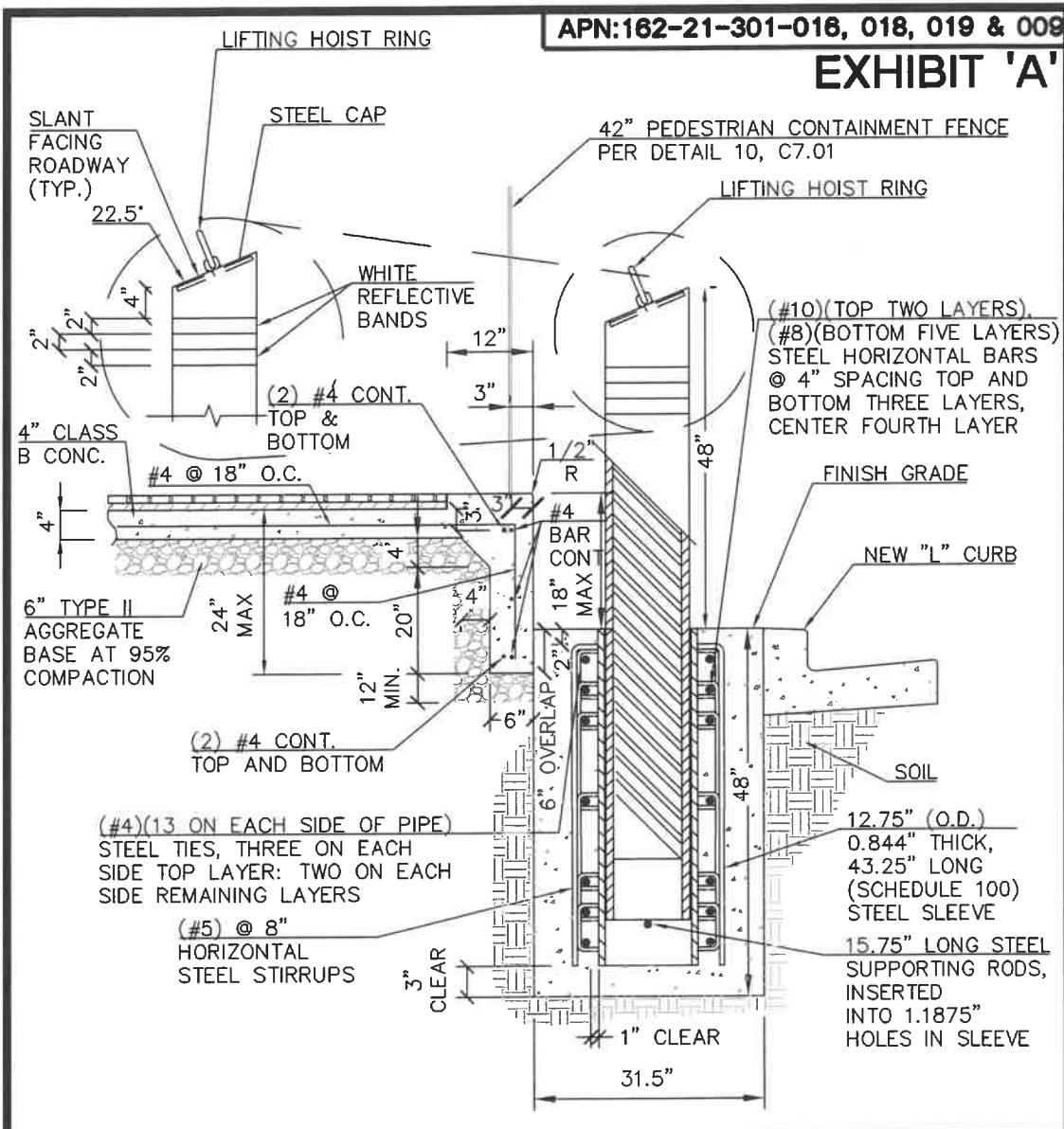
DRAWN BY: MP	SCALE: NTS
CHECKED BY: BDA	DATE: 5/19/2023

**SITE EXHIBIT
FOR LICENSE &
MAINTENANCE
AGREEMENT**

PROJECT No.:	191043
SHEET No.	C8
SHEET 8 OF 10	

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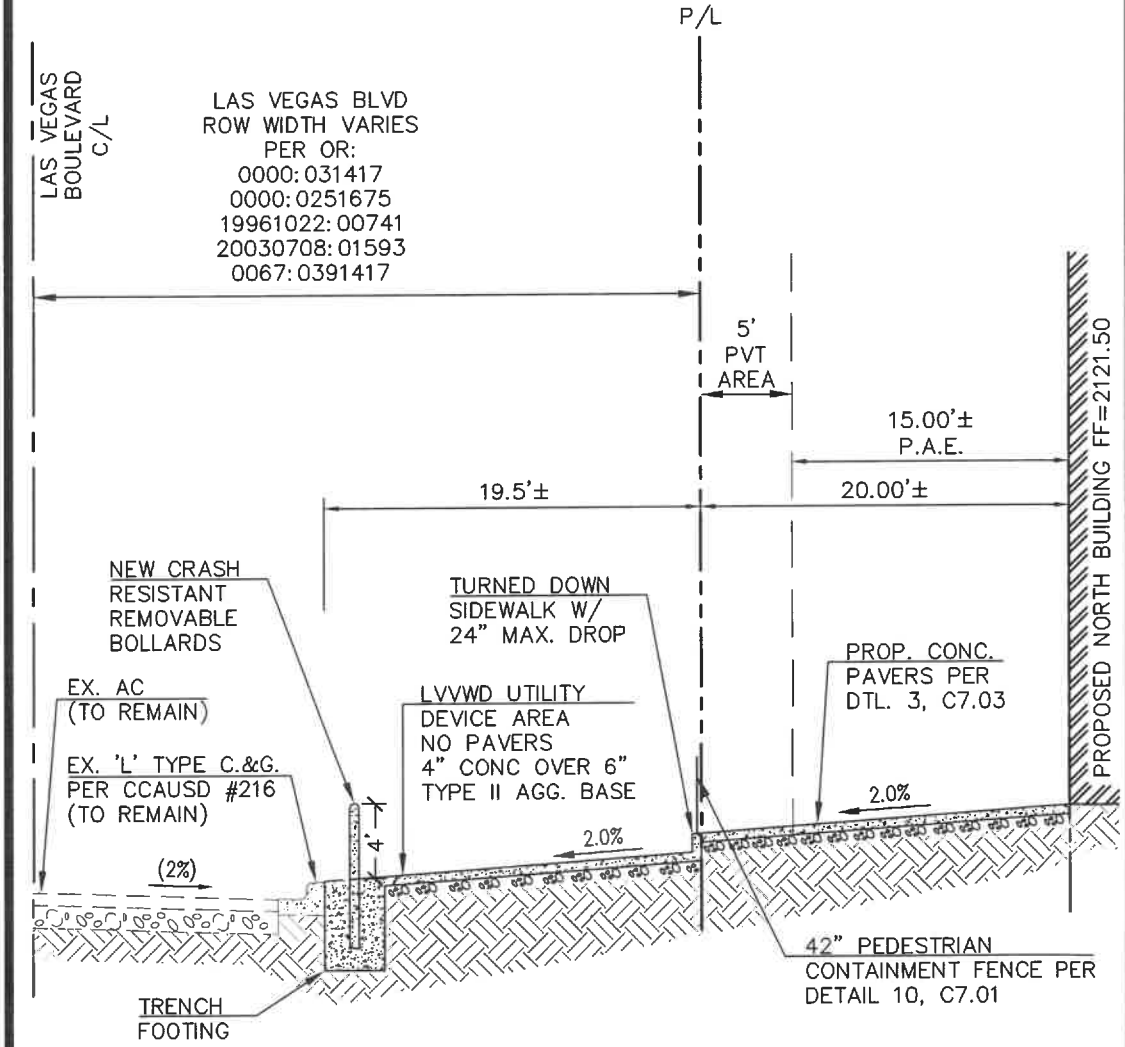
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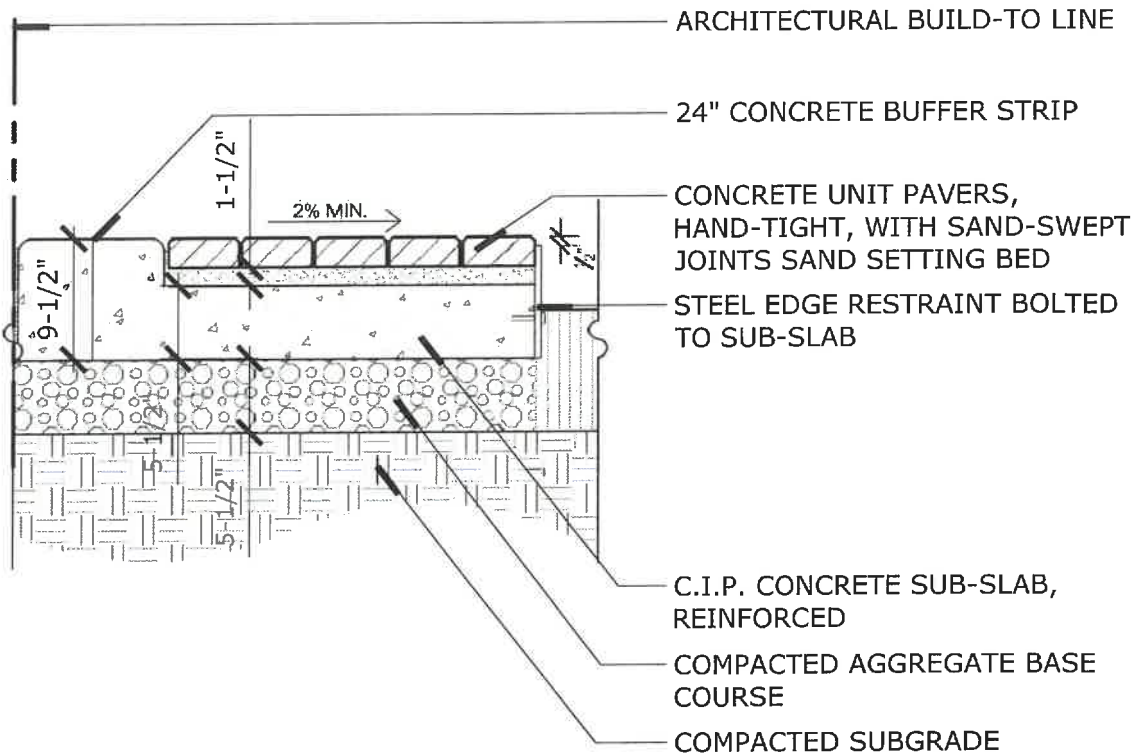
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ROW LINE	-----	PROPERTY LINE	_____
EASEMENT LINE	_____	ADJACENT PROPERTY LINE
DRAWN BY: MP	SCALE: NTS	SITE EXHIBIT FOR LICENSE & MAINTENANCE AGREEMENT	PROJECT No.:
CHECKED BY: BDA	DATE: 5/19/2023		191043
<p>6345 South Jones Blvd. Suite 100 - Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com</p>			SHEET No.
			C9
			SHEET 9 OF 10

APN:162-21-301-016, 018, 019 & 009

EXHIBIT 'A'



LEGEND FOUND MONUMENTATION		FILE NAME: L&M_EXHIBIT.dwg	
CENTER LINE _____		SECTION LINE _____	
ROW LINE _____		PROPERTY LINE _____	
EASEMENT LINE _____		ADJACENT PROPERTY LINE _____	
DRAWN BY: MP	SCALE: NTS	PROJECT No.: 191043	
CHECKED BY: BDA	DATE: 5/19/2023		
<p>Lochsa engineering 6345 South Jones Blvd, Suite 100 - Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com</p>		<p>SITE EXHIBIT FOR LICENSE & MAINTENANCE AGREEMENT</p>	
			SHEET No.
			C10
		SHEET 10 OF 10	



11 **CONC UNIT PAVER**

N.T.S.

P-GI-07

Project Name

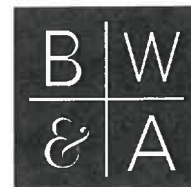
**SHOWCASE 5
CORE & SHELL @ LV LBVD**

3755 SOUTH LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89108

Consultant



J W ZUNINO
LANDSCAPE ARCHITECTURE
jwzunino.com
LAS VEGAS
3191 S. JONES BLVD
LAS VEGAS, NV 89146
T 702.253.9390
F 702.253.1016



BERGMAN WALLS & ASSOCIATES
709 VALLE VERDE COURT, HENDERSON, NEVADA 89014

All drawings and specifications issued as part of the services rendered by the architect for this project shall remain the property of the architect. Any duplication of the drawings or in part for use on any other project or for completion of the project by others is strictly prohibited without the consent of Bergman Walls & Associates, Ltd. Architects, a Nevada corporation.

EXHIBIT "D"
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

1/2/2026

DATE (MM/DD/YYYY)

2/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED 1513892 SG Vegas Owner LLC 19 West 34th Street, 11th Floor New York, NY 10001	INSURER A: HDI Specialty Insurance Company		16131	
	INSURER B: --- SEE ATTACHMENT ---			
	INSURER C: Ironshore Specialty Insurance Co		25445	
	INSURER D:			
	INSURER E:			
INSURER F:				

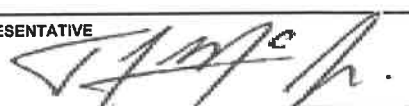
COVERAGES **CERTIFICATE NUMBER:** 19325423 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner Controlled Insurance Program GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CWD5930500S	1/2/2023	1/2/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	See Attached	1/2/2023	1/2/2026	EACH OCCURRENCE \$ 98,000,000 AGGREGATE \$ 98,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Contractors Pollution Liability	N	N	ICELLUW00133929	1/2/2023	1/2/2026	Per OCC: \$10,000,000 Per AGG: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 See Page 2 Policies evidenced are Primary and Non-Contributory. Thirty(30) days written notice of cancellation by the carrier for any reason and ten (10) days written notice for non-payment of premium. Waiver of Subrogation applies as required by written contract. The Certificate Holder is named as Additional Insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19325423 Clark County Public Works Department 500 S Grand Central Pkwy, 1st Floor Las Vegas NV 89155-1799	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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RE: Project located 3743, 3755, 3759 Las Vegas Blvd, Las Vegas, NV 89109; Named Insureds include SG Vegas Owner LLC; SG Vegas Mezz LLC; GCFICW Showcase LLC; Grand Canyon Development Partners; The PENTA Building Group, LLC; and subcontractors of every tier enrolled in the OCIP. GL/OCIP deductible is \$50,000 including ALAE. Excess policies are follow form. PCO is included for statute of response in Nevada (or location jurisdiction). Terrorism coverage is included on all GL and Excess liability policies. Policies evidenced are Primary and Non-Contributory. Thirty (30) days written notice of cancellation by the carrier for any reason and ten (ten) days written notice for non-payment of premium. Waiver of Subrogation applies as required by written contract. The Certificate Holder is named as Additional Insured as required by written contract.

GL & Excess Carriers

Carrier	Policy #	NAIC #	Each Occurrence
Starr Surplus Lines Insurance Company	1000588186231	13604	\$8,000,000
Evanston Insurance Company	MKLV5EUE102447	35378	\$15,000,000
Westchester Surplus Assurance Company	G47381198001	10172	\$25,000,000
Great American Assurance Company	EXC4455282	26344	\$50,000,000 (50%)
Crum & Forster Specialty Insurance Company	SEO-121923	44520	\$50,000,000 (25%)
Westfield Specialty Insurance Company	XSL-00015Y6-00	16992	\$50,000,000 (25%)

EXHIBIT "E"
COPY OF SECURITY DEPOSIT

PENTA



The PENTA Building Group

October 10, 2023

Attn: Brian Allen
6345 South Jones Boulevard, Suite 100
Las Vegas, NV 89118

Re: Showcase V "LVB Improvements" Estimate

Brian,

Per your request, we have identified the cost for the "LVB Improvement Activities" that would need to be completed upon your request. We have included the cost for demolition, traffic control, haul-off and supervision. These costs reflect the activities necessary to complete "LVB Improvement Activities" taking a duration of 12 working days (Monday-Thursday). The total cost of work is **\$151,710**, and is identified by scope below.

- **General Conditions/Requirements: \$1,040.** This value is based on the necessary supervision and field labor for the improvement activities, as well as management time for subcontractor and material procurement.
- **Demolition and haul off of Pavers on Las Vegas Boulevard:**
 - Sidewalks along future North & South Buildings: **\$100,328**
- **Demolition and haul-off of crash rated wall:**
 - Crash rated wall running along Las Vegas Boulevard in front of future North Building: **\$43,742**
- **Traffic Control:**
 - Traffic control necessary for demolition and haul-off activities along Las Vegas Boulevard, total of 12 working days: **\$6,600**

If you have any questions or need further explanation on any of these items, please contact me at your earliest convenience.

Sincerely,

Cassy Smith
Project Manager

BUILDING A FOUNDATION FOR SUCCESS

Las Vegas • Reno • Los Angeles • Palm Desert • Phoenix • Tulsa

pentabldggroup.com

SG Vegas Owner LLC	
License and Maintenance Cost to Remove	
	\$ 1,040.00
	\$ 100,328.00
	\$ 43,742.00
	\$ 6,600.00
Cost to Remove	\$ 151,710.00
Credits from prior agreements	
20160720:02620	\$ 9,600.00
20050831:07285	\$ 25,000.00
Total	\$ 34,600.00
Deposit needed 2023	\$ 117,110.00

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:						
Corporate/Business Entity Name:		SG Vegas Owner LLC				
<i>(Include d.b.a., if applicable)</i>						
Street Address:		19 West 34th Street		Website:		
City, State and Zip Code:		New York, New York 10001		POC Name: Jack Braha (jack@gindicapital.com)		
Telephone No:		212-760-3565		Email:		
Nevada Local Street Address:		3473 Las Vegas Boulevard		Fax No:		
<i>(If different from above)</i>				Website:		
City, State and Zip Code:		Las Vegas, Nevada 89103		Local Fax No:		
Local Telephone No:		702-795-2256		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).

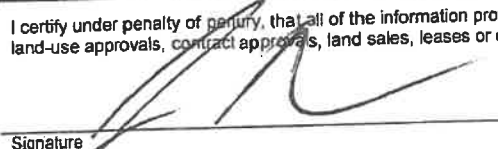
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
GCFICW Showcase Holdco LLC	Sole Member	100%

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 
 Authorized Representative
 Title

Jack Braha
 Print Name
 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

Print Name
Authorized Department Representative