



REGULAR MEETING OF THE  
**Board of Directors**



TUESDAY, JUNE 12, 2018 • LAS VEGAS CONVENTION CENTER



## Board of Directors

---



**LAWRENCE WEEKLY**  
*Chairman*

Commissioner  
Clark County  
Commission Office



**CHUCK BOWLING**  
*Vice Chairman*

President and Chief  
Operating Officer  
Mandalay Bay



**BILL NOONAN**  
*Secretary*

Senior Vice President of Industry  
and Government Affairs  
Boyd Gaming Corporation



**LARRY BROWN**  
*Treasurer*

Commissioner  
Clark County  
Commission Office



**MICHELE FIORE**  
Councilwoman  
City of Las Vegas



**CAROLYN G. GOODMAN**  
Mayor  
City of Las Vegas



**TOM JENKIN**  
Global President  
Caesars Entertainment



**PEGGY LEAVITT**  
Mayor Pro Tem  
City of Boulder City



**GREG LEE**  
Chairman and CEO  
Eureka Casino Resort



**JOHN LEE**  
Mayor  
City of North Las Vegas



**JOHN MARZ**  
Councilman  
City of Henderson



**GEORGE RAPSON**  
Councilman  
City of Mesquite



**MARY BETH SEWALD**  
President and CEO  
Las Vegas Metro  
Chamber of Commerce



**MAURICE WOODEN**  
President  
Wynn and Encore



## NOTICE OF PUBLIC MEETING

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
TUESDAY, JUNE 12, 2018  
9:00 A.M.**

**Las Vegas Convention Center – Board Room  
3150 Paradise Road  
Las Vegas, Nevada 89109**

---

### BOARD OF DIRECTORS:

**Commissioner Lawrence Weekly, Chair**  
**Mr. Chuck Bowling, Vice Chair**  
**Mr. Bill Noonan, Secretary**  
**Commissioner Larry Brown, Treasurer**  
Councilwoman Michele Fiore  
Mayor Carolyn Goodman  
Mr. Tom Jenkin

Mayor Pro Tem Peggy Leavitt  
Mr. Gregory Lee  
Mayor John Lee  
Councilman John Marz  
Councilman George Rapson  
Ms. Mary Beth Sewald  
Mr. Maurice Wooden

---

THIS MEETING IS IN COMPLIANCE WITH THE NEVADA OPEN MEETING LAW AND HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Las Vegas Convention and Visitors Authority (LVCVA) – 1<sup>st</sup> Floor Administration Offices  
3150 Paradise Road, Las Vegas, NV 89109

City Hall, City of Las Vegas  
495 South Main Street, Las Vegas, NV 89101

Clark County Government Center  
500 South Grand Central Parkway, Las Vegas, NV 89155

Clark County Law Library  
309 South 3<sup>rd</sup> Street, Las Vegas, NV 89101

Grant Sawyer State Office Building  
555 E Washington Avenue, Las Vegas, NV 89101

LVCVA Website: [www.lvcva.com/agenda](http://www.lvcva.com/agenda)  
Nevada Public Notice Website: <https://notice.nv.gov/>

---

ITEMS ON THE AGENDA ARE FOR POSSIBLE ACTION BY THE BOARD OF DIRECTORS,  
UNLESS STATED OTHERWISE.

ITEMS MAY BE TAKEN OUT OF ORDER.

ITEMS MAY BE COMBINED FOR CONSIDERATION.

ITEMS MAY BE REMOVED FROM THE AGENDA OR DELAYED AT ANY TIME.

---

## AGENDA

### **OPENING CEREMONIES**

Call to Order

Invocation

Pledge of Allegiance



## **COMMENTS FROM THE FLOOR BY THE PUBLIC**

Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board of Directors at this time, please step up to the podium and clearly state your name and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH AND MUST PERTAIN TO AGENDA ITEMS ON THIS AGENDA.

## **APPROVAL OF AGENDA AND MINUTES**

Approval of, including in this Agenda, the consideration of tabled and/or reconsideration items.  
For possible action.

Approval of this Agenda after adding emergency items/deleting items.  
For possible action.

Approval of the Minutes:

- May 8, 2018, Regular Meeting of the Board of Directors.
- May 24, 2018, Public Hearing on the Budget

For possible action.

## **PRESENTATIONS – DISCUSSION AND POSSIBLE ACTION**

### **Presentation by Centerplate, Inc.**

Richard Ginzel, Vice President of Centerplate, will present an update on the recent upgrades to Luckys/Aces, as well as the improvements in food options and customer experience.

This is an information item. Not an action item.

### **Presentations by the Las Vegas Convention and Visitors Authority Staff**

The LVCVA staff will deliver presentations on People & Possibilities, Operations, Marketing destination achievements, and General Government highlights.

This is an information item. Not an action item.

## **STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION**

### **MARKETING DIVISION**

#### **1. Only Vegas Moments Campaign Update**

The Marketing Division will update the Board of Directors on the latest domestic marketing efforts.

This is an information item. Not an action item.

#### **2. Fiscal Year 2019 Marketing Preview**

The LVCVA Board of Directors will receive a fiscal year 2019 marketing plan overview.

This is an information item. Not an action item.

#### **3. Corporate Event Marketing Association (CEMA) Summit Networking Event - Rancho Palos Verdes, CA - July 23, 2018**

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$163,000 for expenses associated with the LVCVA sponsoring the Corporate Event Marketing Association (CEMA) Summit Networking Event on July 23, 2018; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.



---

4. **Las Vegas Events Agreement - July 1, 2018 - June 30, 2019**

The Marketing Division is requesting the Board of Directors: 1) Approve the attached Las Vegas Events, Inc. (LVE) agreement in the estimated amount of \$9,825,300 for the period of July 1, 2018, through June 30, 2019; 2) Authorize the LVCVA CEO to execute the attached agreement; and 3) Authorize any unexpended balances from this authorization to revert to available general funds.

For possible action.

5. **Las Vegas Events - Event Approval - World Series of Team Roping - December 10-16, 2018**

The Marketing Division is requesting the Board of Directors approve the distribution of funds to LVE in the amount of \$100,000 to fund the World Series of Team Roping December 10-16, 2018. The event will be held at South Point Equestrian Center.

For possible action.

**OPERATIONS DIVISION**

6. **Chiller #14 Motor Rebuild, Bid #18-4520**

The Operations Division is requesting the Board of Directors: 1) Award Bid #18-4520, Chiller #14 Motor Rebuild to Emcor Services Nevada, Las Vegas, Nevada, in the estimated amount of \$128,980; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

For possible action.

7. **Purchase of Replacement Flatbed/Utility Carts (Joinder)**

The Operations Division is requesting the Board of Directors: 1) Award the Flatbed/Utility Cart Fleet Replacement to Southwest Toyota Lift of Las Vegas, Nevada, in the estimated amount of \$301,232; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

For possible action.

8. **Las Vegas Convention Center District Phase Two Steel Mill Order No. 1**

LVCVA staff is requesting the LVCVA Board of Directors to: 1) Authorize an amount not to exceed Forty Million Dollars (\$40,000,000) for the initial purchase of structural steel for the LVCC District Phase Two Expansion Project; 2) Authorize the CEO or his designee to execute the contract documents of the purchase order; and 3) Authorize any residual unexpended balances from the Purchase Order to revert to available LVCCD funds.

For possible action.

**GENERAL GOVERNMENT DIVISION**

9. **Board Retention of the Law Firm of Kamer Zucker Abbott for Union Negotiations**

LVCVA staff requests that the Board of Directors: 1) Retain the services of the law firm of Kamer Zucker Abbott for the continuation of the union negotiations and potential fact-finding mediation and arbitrations; 2) Authorize Legal Counsel to approve expenditures up to a total of \$200,000 for such services; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

- 
10. **Resolution Opposing the use of Yucca Mountain as a Nuclear Waste Repository**  
LVCVA staff recommends the Board of Directors approve a resolution that provides formal opposition to the use of Yucca Mountain as a nuclear waste repository.
- For possible action.
11. **Replacement Two-Way Radio System**  
The Executive Division is requesting the Board of Directors: 1) Award the contract for the purchase and installation of a Motorola two-way radio system to Bearcom Communications, Inc. dba, Bearcom, in the estimated amount of \$439,594; award a communications recording solution to Goserco, Inc., in the estimated amount of \$28,308; and award a radio frequency communication diagnostic monitor to Tessco, in the estimated amount of \$26,481; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.
- For possible action.
12. **Resolution to Augment Fiscal Year 2018 Budget**  
The Finance Department is requesting that the Board of Directors recommend approval of the proposed budget augmentation and the associated resolution to augment the FY 2018 budget.
- For possible action.
13. **Real Property Acquisition - Parcel Numbers 162-09-802-001, 162-09-703-004, 162-09-703-005 and 162-09-803-001, 8.3 Acres Near Convention Center Drive and Kishner Drive**  
Staff recommends that the Board of Directors: 1) Approve the attached Asset Purchase and Sale Agreement to purchase various parcels of real property for \$49,800,000; 2) Authorize staff to expend up to \$1,000,000 for real property transaction costs, tenant relocation, apartment management, litigation expenses, and testing; and 3) Authorize the Chief Executive Officer and/or the President/Chief Operating Officer to execute the necessary documents.
- For possible action.
14. **2018B Bond Sale Resolution**  
The Finance Department is requesting the Board of Directors: 1) Approve and adopt the 2018B Bond Sale Resolution providing for the issuance of LVCVA, Nevada Revenue Bonds, Series 2018B in the maximum principal amount of \$80,000,000; 2) Authorize the Chair of the Board to sign the Resolution; 3) Authorize the CEO or the Chief Financial Officer to arrange for the sale of the bonds and to execute agreements for issuance costs; and 4) Provide for authorization for all other matters relating thereto as defined in the Resolution.
- For possible action.
15. **Review Audit Report Regarding Travel Expenses and Adopt Additional Recommendations**  
It is recommended that the Board of Directors: 1) Review the audit report regarding certain travel expenses; and 2) Adopt additional recommendations to internal policies, if any.
- For possible action.
16. **Legal Counsel's Report and Recommendation(s)**  
Legal Counsel will present a report and recommendation(s) regarding ratification of staff action, litigation, arbitration, threatened litigation, administrative hearings, and other legal matters.
- This is an information item. Not an action item.

## **COMMITTEES**

## **DIRECTORS' RECOGNITION**

## **COMMENTS FROM THE FLOOR BY THE PUBLIC**

Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board of Directors at this time, please step up to the podium, clearly state your name, and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH.

## **ADJOURNMENT**

Persons are invited to submit written remarks for all matters, both on and off the agenda. Written remarks presented for inclusion in the Board of Directors' minutes must be flat, unfolded, on paper of standard quality, and 8½ by 11 inches in size. Written remarks shall not exceed five (5) pages in length. The LVCVA will not accept for filing any submission that does not comply with this rule. On a case-by-case basis, the Board of Directors may permit the filing of noncomplying [sic] written remarks, documents, and related exhibits pursuant to NRS 241.035(1)(e).

Board of Directors' meeting rooms are accessible to persons with disabilities. If special arrangements are required, please contact the Customer Safety Department at: 702-892-7400, which is a 24-hour Dispatch Control Center, or contact Courtney Lipski in the Board Office at: 702-892-7511.

Members of the Board may participate in this meeting via telephone conference call. The general public may listen to the conference call at the above-referenced meeting location.

For information or questions regarding this agenda please contact:  
Courtney Lipski, Executive Assistant to the Board of Directors  
3150 Paradise Road, Las Vegas, Nevada 89109  
702-892-7511 or clipski@lvcva.com



# **MINUTES**

Regular Meeting of the Board of Directors  
May 8, 2018



## Regular Meeting of the Board of Directors May 8, 2018 Minutes

The Regular Meeting of the Board of Directors of the Las Vegas Convention and Visitors Authority (LVCVA) was held on May 8, 2018, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada 89109. This meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

---

### Board of Directors

*Present unless otherwise noted*

**Commissioner Lawrence Weekly, Chair**

**Mr. Chuck Bowling, Vice Chair**

**Mr. Bill Noonan, Secretary**

**Commissioner Larry Brown, Treasurer**

Councilwoman Michele Fiore

Mayor Carolyn Goodman

Mr. Tom Jenkin.....*absent*

Mayor Pro Tem Peggy Leavitt

Mr. Gregory Lee

Mayor John Lee

Councilman John Marz.....*absent*

Councilman George Rapson.....*via telephone*

Ms. Mary Beth Sewald

Mr. Maurice Wooden

---

LVCVA Executive Staff in Attendance

Rossi Ralenkotter, Chief Executive Officer

Steve Hill, President/COO

Luke Puschnig, Esq., CEM, Legal Counsel

Ed Finger, Chief Financial Officer

Jacqueline Peterson, Chief Communications & Public Affairs Officer

Barbara Bolender, Chief People Officer

Cathy Tull, Chief Marketing Officer

Terry Jicinsky, Senior Vice President of Operations

---

### **OPENING CEREMONIES – CALL TO ORDER**

Chair Lawrence Weekly called the meeting to order at 9:00 a.m.

#### **INVOCATION**

The invocation was delivered by Reverend Mary Bredlau, Chaplain of the County Coroner's Office.

#### **FLAG SALUTE**

The Pledge of Allegiance followed the invocation.

---

### **COMMENTS FROM THE FLOOR BY THE PUBLIC**

Dale Davidson, President of Las Vegas Tonight Media Group, discussed the international reach of the television program Las Vegas Tonight, his request for sponsorship by the LVCVA, and his disagreement of the denial of the request. Mr. Davidson also complimented the LVCVA on its advertising campaigns.

Member John Lee entered the meeting at 9:03 a.m.

Aleta Dupree expressed her support of item 5, 2018-19 Revenue Bond Resolution, discussed the importance of the expansion of the Las Vegas Convention Center for the community, recognized the necessity of awareness for diversity and disabilities, and noted the growing sports industry in Las Vegas. Ms. Dupree also discussed transportation in Las Vegas.

Chair Lawrence Weekly recognized U.S. Travel Association's National Travel and Tourism Week and applauded the resort partners. Chair Weekly also wished the mothers in the audience a happy Mother's Day.

#### **APPROVAL OF AGENDA AND MINUTES**

##### **APPROVAL OF THE AGENDA AND MINUTES**

**Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present to approve the May 8, 2018, Regular Meeting of the Board of Directors' agenda and the April 10, 2018, Regular Meeting of the Board of Directors' minutes.**

#### **PRESENTATIONS – DISCUSSION AND POSSIBLE ACTION**

##### **PRESENTED**

##### **Presentation by Applied Analysis: Economic Impact Series**

Jeremy Aguero, Principal, Applied Analysis, presented an update entitled "The Fiscal Impacts of Tourism."

Chair Lawrence Weekly inquired about the cannabis industry's potential impact on the state revenue. Mr. Aguero noted the industry's relatively small generated revenue, its contribution to education and other state programs, and explained that further analysis of the industry's impact was necessary. Chair Weekly also inquired about the impact of professional sports and entertainment in Las Vegas, to which Mr. Aguero outlined the significant impact on visitation to the destination resulting from the growth of the professional sports industry in Las Vegas.

Member Carolyn Goodman inquired about the allocation of the room tax dollars distributed to education. Mr. Aguero explained that the room tax dollars are utilized for school capital improvement and operation. Member Goodman also asked if Mr. Aguero's presentation considered employee spending, to which Mr. Aguero answered that his report did not include the indirect impact of employee spending and that it was specific to visitor spending. Member Goodman requested Mr. Aguero provide further details pertaining to local employee spending in the destination.

Secretary Bill Noonan asked if the resort industry was paying its fair share in commerce tax. Mr. Aguero requested that he provide such information on a future date to allow for proper analysis of the estimates provided by the Nevada Department of Taxation and stated that "the commerce tax is operating exactly how it was intended to."

Member Gregory Lee requested Mr. Aguero explain the impact of increased online retail outlets in comparison to the taxes generated from traditional retail stores. Mr. Aguero explained the history of taxes generated from retail sales, its progression over time, the online retail industry's role in generating state taxes, as well as the State of Nevada's progressive fiscal policy that aims to "promote economic development and fiscal diversification."

Member John Lee inquired about consolidated tax received by local governments and the assessed value of those taxes, to which Mr. Aguero detailed the calculated tax assessment and distribution or impact to local governments. Member John Lee questioned the accuracy of determined assessment value, to which Mr. Aguero referred Member John Lee to a lawyer who may better analyze the assessment process.

This was an information item. Not an action item.

##### **Presentation of U.S. Travel Association's National Travel and Tourism Week**

Jacqueline Peterson, Chief Communications & Public Affairs Officer, presented an update of National Travel and Tourism Week 2018 activities in support of the U.S. Travel Association.

This was an information item. Not an action item.



**Presentations by the Las Vegas Convention and Visitors Authority Staff**

Barbara Bolender, Chief People Officer, recognized LVCVA ambassadors Julie Childs, Jeremy Handel, Lisa Jacob, and Steve Patterson for receiving the Star of Tourism Award at the International Tourism Security Conference on April 15-18. Ms. Bolender also recognized Hospitality Heroes Stacie Lee Burgess, Administrative Secretary, Corinne Carr, Business Services Specialist, Geno Jahrling, Perimeter Security Supervisor, and Sunshine Smith, Administrative Secretary, for their efforts and contributions to the industry.

Terry Jicinsky, Senior Vice President of Operations, delivered a video presentation on the following operations highlights:

- National Hardware Show - May 8-10
- ICSC RECon - May 20-23

Cathy Tull, Chief Marketing Officer, delivered a video presentation on the following marketing highlights:

- Vegas Uncork'd - May 10-13
- Billboard Music Awards - May 20
- 16<sup>th</sup> Annual Mesquite Amateur - May 28
- Airline Updates
  - British Airways begins annual three times weekly service from Gatwick Airport in London, United Kingdom, to Las Vegas
  - Southwest Airlines first-of-five prize planes, two-day trip to Las Vegas
- Marketing Initiatives
  - Tokyo activation featuring virtual reality technology
  - Entertainment Tonight Canada coverage of Las Vegas' headliner Gwen Stefani and the 53<sup>rd</sup> Annual Country Music Awards
  - United Kingdom local newspaper feature of Las Vegas
- LVCVA third quarter awards

Ms. Peterson delivered a PowerPoint presentation on the following public affairs highlights:

- Yucca Mountain legislation and LVCVA opposition lobbying
- April media coverage in print and television
- Global Meetings Industry Day - April 12
- 49<sup>th</sup> Annual World Trade Centers Association General Assembly - April 22-27

This was an information item. Not an action item.

**STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION**

**MARKETING DIVISION**

ITEM 1. **IMEX America - Las Vegas, NV - October 16-18, 2018**

Ms. Tull requested the Board of Directors: 1) Approve an estimated expenditure of \$400,000 to enter into an agreement with IMEX America Ltd. for sponsorship and booth space rental at the IMEX America trade show; 2) Authorize the Chief Executive Officer to sign and execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

**Fiscal Impact**

FY 2019    \$400,000    Estimated expenditure

Chair Lawrence Weekly encouraged Board participation at the IMEX America trade show.

**Vice Chair Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to: 1) Approve an estimated expenditure of \$400,000 to enter into an agreement with IMEX America Ltd. for sponsorship and booth space rental at the IMEX America trade show; 2) Authorize the Chief Executive Officer to sign and execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.**

ITEM 2.

**International Representative Office Contracts**

Ms. Tull requested the Board of Directors: 1) Authorize the LVCVA CEO to execute the attached two-year contracts with a possible two-year extension if mutually agreed beginning July 1, 2018, through June 30, 2020; and 2) Authorize any residual unexpended balances from this authorization to revert to available general funds.

**Fiscal Impact**

FY 2019	\$2,390,000	Estimated expenditure
FY 2020	\$2,390,000	Estimated expenditure

Vice Chair Chuck Bowling discussed the decline in international visitation and suggested utilizing partnerships, such as the U.S. Travel Association, to determine causes and impacts of the decline in international visitation to the destination. Ms. Tull answered that the LVCVA and U.S. Travel Association worked collaboratively to determine that the decline was reflective of the United States overall. Vice Chair Bowling requested a comparison report, to which Rossi Ralenkotter, Chief Executive Officer, discussed the U.S. Travel Association's *Welcome to America* campaign, partnerships with McCarran International Airport to determine ways to increase international visitation, the incorporation of air service initiatives within advertising campaigns, and more advanced analyses of Las Vegas visitors' countries of origin.

Member Maurice Wooden inquired about international seat capacity fluctuations, to which Ms. Tull outlined the percentage increases as well as international consumer advertising efforts.

Member Carolyn Goodman discussed government representative travel to Las Vegas and asked about potential direct flights from Australia and Japan. Mr. Ralenkotter answered that negotiations were underway and noted interest from Europe for nonstop flights to Las Vegas.

Member Michele Fiore inquired about the decline in international visitation, noted potential hospitality necessities for international tourists from China, and asked about the creation of air service partnerships with sister cities. Ms. Tull outlined initiatives aimed to increase the ease of traveling to the United States, including China's visa program, and noted partnerships with hotels in the destination to cater to markets such as China through the China Ready Program. Ms. Tull noted Kevin Bagger, Executive Director of the Research Center, and the research team for their efforts identifying visitor count. Member Fiore suggested working with international college students to provide translation for international guests.

Mr. Ralenkotter commented on the importance of the support for the Open Skies program to increasing the volume of flights to the destination.

**Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to: 1) Authorize the LVCVA CEO to execute the attached two-year contracts with a possible two-year extension if mutually agreed beginning July 1, 2018, through June 30, 2020; and 2) Authorize any residual unexpended balances from this authorization to revert to available general funds.**

---

**GENERAL GOVERNMENT DIVISION**

ITEM 3. **Quarterly Budget and Statistical Report**

Ed Finger, Chief Financial Officer, presented the LVCVA Budget and Statistical Report for the quarter ending March 31, 2018, to the Board of Directors for their information and review.

This was an information item. Not an action item.

ITEM 4. **Quarterly Collection Allocation**

Mr. Finger notified the Board of Directors that room tax collection allocation amounts for the third quarter of fiscal year 2018 total is \$6,426,082.

Fiscal Impact

FY 2018 \$6,426,082

This was an information item. Not an action item.

ITEM 5. **2018-19 Revenue Bond Resolution**

Mr. Finger requested the Board of Directors: 1) Approve the 2018-19 Bond Resolution authorizing the issuance of the LVCVA, Nevada Convention Center Expansion Revenue Bonds, Series 2018B/C [2019A/B] in the combined maximum principal amount of \$500,000,000; 2) Authorize the Chair of the Board to sign the Resolution; 3) Authorize the Chief Executive Officer or the Chief Financial Officer to arrange for the sale(s) of the bonds and to execute agreements for issuance costs; and 4) Provide for authorization for all other matters relating thereto as defined in the Resolution.

Fiscal Impact

FY 2019 or FY 2020 \$1,750,000 Estimated expenditures for cost of issuance (paid for out of bond proceeds)

Secretary Bill Noonan inquired about the interest rate modeling, to which Mr. Finger explained the municipal bond interest rates.

**Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to: 1) Approve the 2018-19 Bond Resolution authorizing the issuance of the LVCVA, Nevada Convention Center Expansion Revenue Bonds, Series 2018B/C [2019A/B] in the combined maximum principal amount of \$500,000,000; 2) Authorize the Chair of the Board to sign the Resolution; 3) Authorize the Chief Executive Officer or the Chief Financial Officer to arrange for the sale(s) of the bonds and to execute agreements for issuance costs; and 4) Provide for authorization for all other matters relating thereto as defined in the Resolution.**

ITEM 6. **Legal Counsel's Report and Recommendation(s)**

Luke Puschnig, Legal Counsel, disclosed that on or about November 12, 2017, the LVCVA was served with a lawsuit filed by California resident Calvin Chen for injuries allegedly sustained at the 2015 Superkarts! USA race. Mr. Chen claimed he was injured at a race. The LVCVA tendered the defense of the action to Superkarts! USA and they accepted the tender. The LVCVA was dismissed from the case on May 4, 2018, without prejudice. Mr. Puschnig noted that the LVCVA did not expend funds on representation in this case and acknowledged the aggressive insurance defense work of attorney James Silvestri.

This was an information item. Not an action item.



---

## **COMMITTEES**

### **ITEM 7.     Audit Committee Report**

The Audit Committee met on April 25, 2018, to discuss items A and B.

#### **Committee Chair Bill Noonan presented a report to the Board of Directors for item A and provide a recommendation.**

Item A. Staff Travel Policy Review Update - The Audit Committee Chair recommends that the Board of Directors instruct staff to draft and implement staff policies consistent with the recommendations on page 3 of the April 25, 2018, report from Pisanelli Bice and report back to the Audit Committee on such actions.

Todd Bice, Founder/Partner of Pisanelli Bice, summarized the external audit review of LVCVA travel policies and the recommendations of staff.

Vice Chair Chuck Bowling thanked Committee Chair Noonan and the Audit Committee for their review of the policies and stressed the importance of ensuring the following of best practices.

#### **Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve the Audit Committee Chair's recommendation that the Board of Directors instruct staff to draft and implement staff policies consistent with the recommendations on page 3 of the April 25, 2018, report from Pisanelli Bice and report back to the Audit Committee on such actions.**

#### **No action required on item B.**

Item B. Update on Process of Hiring Vice President of Internal Audit

Committee Chair Noonan requested Ms. Bolender provide an update on the hiring of a Vice President of Internal Audit.

Ms. Bolender announced that Alan Moorhead had been hired as the Vice President of Internal Audit and discussed Mr. Moorhead's experience.

This was an information item. Not an action item.

---

## **DIRECTORS' RECOGNITION**

Member Michele Fiore recognized the Las Vegas Lights FC soccer season, the Fremont Street Canopy renovation, plans for new Las Vegas signage, the development plans of Derek Stevens, owner of the D Las Vegas Hotel and Casino, for a new downtown casino hotel, development property at Symphony Park, the Downtown Loop, development in the Las Vegas Medical District, and the 2018 Helldorado Days Parade on May 12.

Member Mary Beth Sewald announced the Customer Service Excellence Awards on May 9, the Business Power Luncheon featuring U.S. Senator Dean Heller on May 29, Eggs & Issues featuring U.S. Congresswoman Dina Titus on May 30, and the Las Vegas Metro Chamber of Commerce Washington D.C. Fly-In July 14-20.

Member John Lee left the meeting at 10:42 a.m.

Member Gregory Lee acknowledged the success of the Las Vegas Golden Knights, recognized Owner Bill Foley, and noted the team's impact on community togetherness. Member Lee also recognized Len Jessup, President of the University of Nevada, Las Vegas, for his service to Las Vegas.

Secretary Bill Noonan requested an updated version of the resolution supporting the opposition to the use of Yucca Mountain as a nuclear waste repository, approved by the Board on February 13, 2001, be placed on the agenda for the June 12, 2018, Regular Meeting of the Board of Directors.

Member Sewald left the meeting at 10:46 a.m.

Member Peggy Leavitt noted the success of the Boulder City Spring Jamboree on May 4-5 and delivered a brief PowerPoint presentation recapping Showcase Boulder City on April 20. Member Leavitt discussed the many offerings of Boulder City, thanked Meg McDaniel, LVCVA Senior Manager of Extended Destinations, and Jill Lagan of the Boulder City Chamber of Commerce for their support with the event. Member Leavitt also recognized Hugh Sinnock, LVCVA Vice President of Customer Experience, as the keynote speaker and Former Boulder City Councilman Mike Pacini for his participation in the event.

Member Carolyn Goodman also noted the 2018 Helldorado Days Parade, discussed her lobbying efforts opposing the disposal of nuclear waste at Yucca Mountain, and encouraged the Board and the public to voice their concerns on the issue. Chair Lawrence Weekly encouraged other municipalities and the private sector to also voice their concerns for Yucca Mountain. Member Goodman also discussed the Urban Areas Security Initiative (UASI) funding for Las Vegas.

Vice Chair Chuck Bowling discussed the welcoming of Bill Laimbeer, President of Basketball Operations and Head Coach of the Las Vegas Aces, and the team to Mandalay Bay, A'ja Wilson as the team's draft pick, upgrades to the Mandalay Bay Events Center, as well as events surrounding the team's season, and the team's game schedule. Vice Chair Bowling encouraged the public to support the team by attending a game.

Chair Weekly noted the public service efforts of the Las Vegas Aces players. Chair Weekly also recognized Derek Pinnock, Former LVCVA ambassador, in the audience.

#### **COMMENTS FROM THE FLOOR BY THE PUBLIC**

Ms. Dupree encouraged the LVCVA to provide video coverage of the Board meetings, advocated for the Board to be mindful of the needs of diverse convention attendees, and discussed the importance of wayfinding and alternative energy technology.

Kelly Goebel, Security Sergeant, addressed the Board on behalf of the Service Employees International Union (SEIU) regarding the power of perception and the imbalances of LVCVA ambassador compensation.

Bruce Radel, Security Officer, discussed the LVCVA spending on the Las Vegas Ballpark, the importance of ambassador longevity and fair benefits, as well as wage disparities between executive level ambassadors and union ambassadors.

#### **ADJOURNMENT**

Chair Lawrence Weekly adjourned the meeting at 11:01 a.m.

Respectfully submitted,

Date Approved: June 12, 2018

---

Courtney Lipski  
Executive Assistant to the Board of Directors

---

Lawrence Weekly  
Chair

# **MINUTES**

**Public Hearing on the Budget  
May 24, 2018**





**Public Hearing on the Budget  
May 24, 2018  
Minutes**

The Public Hearing on the Budget of the Las Vegas Convention and Visitors Authority (LVCVA) was held on May 24, 2018, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada 89109. This meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

---

**Board of Directors**

*Present unless otherwise noted*

**Commissioner Lawrence Weekly, Chair**  
**Mr. Chuck Bowling, Vice Chair.....via telephone**  
**Mr. Bill Noonan, Secretary**  
**Commissioner Larry Brown, Treasurer**  
Councilwoman Michele Fiore  
Mayor Carolyn Goodman  
Mr. Tom Jenkin.....*absent*

Mayor Pro Tem Peggy Leavitt  
Mr. Gregory Lee.....*via telephone*  
Mayor John Lee.....*absent*  
Councilman John Marz  
Councilman George Rapson.....*absent*  
Ms. Mary Beth Sewald  
Mr. Maurice Wooden.....*absent*

---

**LVCVA Executive Staff in Attendance**

Rossi Ralenkotter, Chief Executive Officer  
Steve Hill, President/COO  
Luke Puschnig, Esq., CEM, Legal Counsel  
Ed Finger, Chief Financial Officer  
Jacqueline Peterson, Chief Communications & Public Affairs Officer  
Barbara Bolender, Chief People Officer  
Cathy Tull, Chief Marketing Officer  
Terry Jicinsky, Senior Vice President of Operations

---

**OPENING CEREMONIES – CALL TO ORDER**

Chair Lawrence Weekly called the meeting to order at 1:30 p.m.

**INVOCATION**      The invocation was delivered by Shari Mashhood of the Las Vegas Baha'i Center.

**FLAG SALUTE**      The Pledge of Allegiance followed the invocation.

**COMMENTS FROM THE FLOOR BY THE PUBLIC**

There were no comments from the floor by the public.

Vice Chair Chuck Bowling joined the meeting via telephone at 1:32 p.m.

**APPROVAL OF AGENDA AND MINUTES**

**APPROVAL OF THE AGENDA**      **Treasurer Larry Brown moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member Gregory Lee via telephone, to approve the May 24, 2018, Public Hearing on the Budget agenda.**

---

**STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION**

---

**PUBLIC HEARING ON THE BUDGET**

ITEM 1. **Conduct a Public Hearing on the Fiscal Year 2019 Budget**

**Open Public Hearing on the Fiscal Year 2019 Budget**

Chair Weekly opened the Public Hearing on the Budget.

Steve Hill, President and Chief Operating Officer, discussed the background of the Fiscal Year (FY) Tentative Budget, and explained the importance of the work of the Southern Nevada Tourism Infrastructure Committee (SNTIC) on the budgeting process. Mr. Hill commended staff for their efforts on the Las Vegas Convention Center District (LVCCD) project budget.

Ed Finger, Chief Financial Officer, presented the FY 2019 Tentative Budget.

Chair Lawrence Weekly asked Mr. Finger about the specific percentage set aside for the economic reserve fund, to which Mr. Finger outlined. Mr. Hill also noted the importance of the economic reserve fund as it is set up to provide time for the organization in the event there is a long-term issue.

Vice Chair Chuck Bowling complimented staff on the thoroughness on the budgeting process and thanked staff.

Secretary Bill Noonan thanked the Finance Department for their great work on the budgeting process.

Member John Marz inquired about the purpose and background of the Las Vegas Events (LVE) line item in the budget. Rossi Ralenkotter, Chief Executive Officer, explained the formation of LVE, how the accumulation of funds came about to the LVCVA, and also LVE's role in event promotion. Member Marz requested staff reevaluate the LVE line item, to which Mr. Ralenkotter answered they would at the Board's request. He also explained the importance of LVE's efforts if larger events were to come to Las Vegas.

Secretary Noonan referenced Governor Brian Sandoval's recent formation of the Southern Nevada Sporting Event Committee and asked Mr. Ralenkotter if it would be appropriate to wait for their recommendations before reevaluating the LVCVA's relationship with LVE. Mr. Ralenkotter agreed, and said it is important for the two organizations to strategize now in both current events and potentially larger events that could come to Las Vegas, as well as the new venues that are being built in the destination.

Member Michele Fiore thanked staff for welcoming her as a new Board Member and complimented staff for the in-depth briefing she received on the budget.

Mr. Ralenkotter noted the importance and uniqueness of the LVCVA's economic reserve fund and revenue streams.

Chair Weekly opened the floor for comments from the public.

There were no comments made by the public.

**Close Public Hearing on the Fiscal Year 2019 Budget**

Chair Weekly closed the Public Hearing on the Budget.

This was an information item. Not an action item.

ITEM 2. **Adopt Budget for Fiscal Year 2019**

Mr. Finger requested the Board of Directors approve and adopt the FY 2019 Annual Budget as presented.

Mr. Finger recognized Shannon Anderegg, Vice President of Finance, Carrie Webb, Director of Financial Resources, and Jennifer Curry–Eke, Financial Analyst, for their efforts in the budgeting process.

**Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member Gregory Lee via telephone, to approve and adopt the Fiscal Year 2019 Annual Budget as presented.**

**DIRECTORS' RECOGNITION**

Member Gregory Lee thanked the LVCVA staff for the hard work put forth on the budgeting process.

Member Peggy Leavitt complimented staff for the thoroughness of the budget report, including the report on LVE, and said staff did a “great job.”

Members Carolyn Goodman and Michele Fiore expressed their support for the Vegas Golden Knights.

Member Mary Beth Sewald thanked Mr. Finger and the Finance staff for a job well done on the budgeting process.

**COMMENTS FROM THE FLOOR BY THE PUBLIC**

There were no comments from the floor by the public.

**ADJOURNMENT**

Chair Lawrence Weekly adjourned the meeting at 2:07 p.m.

Respectfully submitted,

Date Approved: June 12, 2018

\_\_\_\_\_  
Christal Harrison  
Assistant to the Board of Directors

\_\_\_\_\_  
Lawrence Weekly  
Chair

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 1</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>CATHY TULL CHIEF MARKETING OFFICER</b>	<i>Cathy Tull</i>
<b>SUBJECT: ONLY VEGAS MOMENTS CAMPAIGN UPDATE</b>		

**RECOMMENDATION**

The Marketing Division will update the Board of Directors on the latest domestic marketing efforts.

This is an information item. Not an action item.

**FISCAL IMPACT**

None


<b>BOARD ACTION:</b>	
----------------------	--

*Rossi Ralenkotter*  
\_\_\_\_\_  
ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER  
*Steve Hill*  
\_\_\_\_\_  
STEVE HILL  
PRESIDENT/COO

**PURPOSE AND BACKGROUND**

The Las Vegas Convention and Visitors Authority (LVCVA) Marketing Division will share the latest *Only Vegas Moments* campaign that launched on May 21, 2018.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 2</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>CATHY TULL CHIEF MARKETING OFFICER</b>	
<b>SUBJECT: FISCAL YEAR 2019 MARKETING PREVIEW</b>		

**RECOMMENDATION**

The Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors will receive a fiscal year 2019 marketing plan overview.

This is an information item. Not an action item.

**FISCAL IMPACT**

None

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**




**STEVE HILL  
PRESIDENT/COO**

---

**PURPOSE AND BACKGROUND**

In September 2017, the LVCVA marketing staff and R&R Partners, the LVCVA's agency of record, presented a three-year marketing plan named HyperVegas. This presentation will provide a top-level overview of the integrated marketing approach for year two of the plan to achieve the business goals and objectives of the LVCVA.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 3</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>CATHY TULL CHIEF MARKETING OFFICER</b>	
<b>SUBJECT:</b>	<b>CORPORATE EVENT MARKETING ASSOCIATION (CEMA) SUMMIT NETWORKING EVENT RANCHO PALOS VERDES, CA – JULY 23, 2018</b>	

**RECOMMENDATION**

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$163,000 for expenses associated with the Las Vegas Convention and Visitors Authority (LVCVA) sponsoring the Corporate Event Marketing Association (CEMA) Summit Networking Event on July 23, 2018; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

**FISCAL IMPACT**

FY 2019: \$163,000 Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

---

**PURPOSE AND BACKGROUND**

CEMA is the premier organization for marketing and event professionals. CEMA has over 700 active members with the majority of these members in the technology event planning industry. CEMA's member organizations such as Oracle, Hewlett Packard Enterprise, Cisco, Atlassian, ServiceNow, Amazon Web Services, and Microsoft Corporation have confirmed business in Las Vegas with an estimated impact of over \$700 million dollars from 2012-2020. The CEMA Summit Networking Event will take place in Rancho Palos Verdes, CA, on July 23, 2018.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting  
Agenda Documentation  
Meeting Date: June 12, 2018  
Subject: CEMA Summit Networking Event  
Rancho Palos Verdes, CA – July 23, 2018

The LVCVA has sponsored this event for the past 18 years. Investing in this audience results in future events for Las Vegas hotels, strengthening client relationships, and identifying new business opportunities. The summit has a total estimated attendance of 350 delegates, including senior level meeting executives.

Hotel and industry providers who are expected to attend the summit this year:

- Aria Resort & Casino
- The Cosmopolitan of Las Vegas
- Destinations by Design
- Hard Rock Hotel
- Mandalay Bay
- MGM Grand
- Palms Casino Resort
- The Venetian/Palazzo
- Wynn/Encore

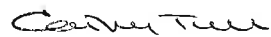
Estimated expenditures for this year include:

Food and Beverage	\$ 90,000
Entertainment/Production/Collateral/Shipping/Decor	50,000
Promotional Materials/Sponsorship	<u>23,000</u>
Total Estimated Expenditures:	\$163,000

This expenditure has been budgeted and approved in the FY19 budget.



**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 4</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>CATHY TULL CHIEF MARKETING OFFICER</b>	
<b>SUBJECT:</b>	<b>LAS VEGAS EVENTS AGREEMENT JULY 1, 2018 – JUNE 30, 2019</b>	

**RECOMMENDATION**


The Marketing Division is requesting the Board of Directors: 1) Approve the attached Las Vegas Events, Inc. (LVE) agreement in the estimated amount of \$9,825,300 for the period of July 1, 2018, through June 30, 2019; 2) Authorize the Las Vegas Convention and Visitors Authority (LVCVA) CEO to execute the attached agreement; and 3) Authorize any unexpended balances from this authorization to revert to available general funds.


For possible action.

**FISCAL IMPACT**

FY 2019: \$9,825,300 Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--

  
ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER

  
STEVE HILL  
PRESIDENT/COO

**PURPOSE AND BACKGROUND**

The attached agreement enables LVE, a non-profit Nevada corporation to promote special events within Clark County, and authorizes the LVCVA to provide funding for certain special events and other expenses.

The destination capitalizes on special events to drive visitor volume and media exposure, extend television and other media coverage, and provide co-sponsorship and branding for Las Vegas and outlying areas. Mesquite and Laughlin utilize these special events as part of their branding campaigns as well.

Specific events and reserves for additional events have been budgeted for in the LVCVA FY 2019 budget.

**LAS VEGAS CONVENTION AND VISITORS  
AUTHORITY**

**&**

**LAS VEGAS EVENTS, INC.**

**EVENT PROMOTION AGREEMENT  
CONTRACT NO. 1759-2019**

## **EVENT PROMOTION AGREEMENT**

Contract No. 1759-2019

THIS EVENT PROMOTION AGREEMENT (this "Agreement") is entered on the 1st day of July, 2018 (the "Effective Date"), by and between the Las Vegas Convention and Visitors Authority, a local government agency established by the Nevada Revised Statutes ("LVCVA"), and Las Vegas Events, Inc., a Nevada non-profit corporation ("Company"). LVCVA and Company may be referred to herein collectively as "Parties" and individually as a "Party".

### **WITNESSETH:**

WHEREAS, LVCVA, pursuant to the provisions of NRS 244A.619 and NRS 244A.621, may enter into contracts for promotion of tourism and events; and

WHEREAS, based on LVCVA's past experience with Company, LVCVA desires to contract with Company to provide event promotion services necessary to bring special events to Clark County, Nevada and provide other various professional services as more fully described on Exhibit A attached hereto (collectively, the "Services").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto, intending to be legally bound hereby, covenant and agree that the above-written recitals are true and correct and hereby are incorporated into this Agreement, and further covenant and agree as follows:

1. Appointment and Engagement of Company. LVCVA hereby appoints Company as the official, but not the exclusive, event promotion agency of record to perform the Services. Company hereby accepts such appointment, subject at all times to the provisions of this Agreement. Company will use commercially reasonable efforts to actively, professionally, and in a first-rate manner, perform the Services. During the Term (as defined below), Company shall maintain an office and obtain business licenses from all applicable governmental authorities necessary to provide the Services.

2. Relationship of the Parties.

2.1 Independent Contractor. The Parties agree that Company is an independent contractor and that its executives, employees and agents are not executives, employees, or agents of LVCVA. In this regard, Company understands, acknowledges and agrees that it shall be Company's sole responsibility and obligation to pay to any and all applicable federal, provincial, state and local governmental authorities any and all taxes, including any self-employment taxes, that may be imposed upon Company as a result of its performance of the Services.

2.2 No Unemployment Compensation. Company further understands, acknowledges and agrees that neither Company nor any of Company's executives, employees, or agents shall have any right to make any claim or application to or against LVCVA for unemployment compensation at the end of the Term. Company further understands, acknowledges and agrees that LVCVA shall not provide any form of worker's compensation coverage for Company or any of its executives, employees, or agents because such persons are not employees of LVCVA.

2.3 No Agent of LVCVA. It is agreed that neither Company nor any of Company's executives, employees, or agents shall be an agent or representative of LVCVA for any purpose other than as specifically stated herein, and such persons shall not obligate LVCVA in any manner whatsoever unless expressly provided for herein. Nothing in this Agreement shall be construed, interpreted or deemed by the Parties hereto or by any third person as to create the relationship of principal and agent, employer and employee, or of partnership or joint venture, or of any other association or any other relationship, other than the independent contractor relationship established pursuant to this Agreement. In this regard, it is specifically acknowledged and agreed that Company shall have no authority to bind LVCVA to any agreement, contract or other arrangement whatsoever. In addition, to the extent that Company obtains actual knowledge that any person is unaware of Company's relation to LVCVA, Company shall expressly represent to such person that it is not acting as an authorized agent of LVCVA, and does not have authority to bind LVCVA to any legal obligation.

3. Term. The term of this Agreement shall begin on July 1, 2018 and, except as otherwise provided herein, shall expire on June 30, 2019 (the "Term").

4. Compensation to Company; Reporting Requirements.

4.1 Compensation. For the Services performed pursuant to this Agreement by Company, LVCVA shall pay Company the aggregate Compensation as defined and described in Exhibit B in the manner and otherwise in accordance with the provisions set forth on Exhibit B. Upon at least sixty (60) days written notice from LVCVA to Company, which notice may be given in LVCVA's commercially reasonable discretion, LVCVA may reduce the Compensation to be paid to Company in the event that LVCVA is not able to pay such Compensation to Company, as determined in the LVCVA's reasonable business discretion, as a result of changed economic and market conditions in Clark County, Nevada; provided, however, and notwithstanding anything herein to the contrary, LVCVA may not reduce the Compensation as to expenses and other amounts that are the subject of, or to be paid under, a contract entered into by Company before Company's receipt of the above-referenced notice. If Company determines that such reduction in the Compensation is not commercially reasonable, Company may terminate this Agreement by providing LVCVA ninety (90) days-notice of such termination. Company's board of directors has adopted a modified version of the current LVCVA travel, entertainment and expense reimbursement policies in the form that the Company provided to LVCVA on June 18, 2013. Exceptions from these policies may be made in writing by the Company's Chair. The Parties agree that any expenditure of \$100,000 or more shall be approved by the LVCVA Board of Directors either through the annual budget process, if an event is specifically listed in the budget, or through separate agenda approval otherwise. Any expenditure less than \$100,000 shall be approved by LVCVA staff and LVE Board, including instances where LVE requests the use of reserve funds, residual funding from completed events, or funds from events that were budgeted but not actually sponsored by LVE.

4.2 Discounts, Sponsorships and Production. Company shall make all commercially reasonable efforts to obtain any applicable discounts, refunds or rebates from its vendors with respect to the Services.

4.3 Reconciliation. Promptly following the end of the Term, Company shall prepare, or cause to be prepared, a detailed annual reconciliation of its general and administrative expenses (including salaries, benefits, operation costs and NFR production costs) against the quarterly payments of G&A Expenses (as defined in Exhibit B) received from LVCVA. Such reconciliation and reasonable supporting documentation shall be submitted by Company to LVCVA's Finance Department no later than forty-five (45) days after the end of the Term. To the extent such reconciliation reveals that the G&A Expenses received from LVCVA exceeded Company's actual general and administrative expenses, Company shall promptly pay LVCVA the amount of such excess. The LVCVA reserves the right to audit all records submitted for G&A costs in accordance with Section 15.

4.4 Event Report. Company has provided to the LVCVA Board of Directors a comprehensive presentation of Company's event marketing plans with respect to the Services. Each quarter during the Term, Company shall present to the LVCVA Board of Directors an event report with respect to the Services. All event contracts entered into by Company in connection with the Services shall provide that such event contract may be assigned to LVCVA at the end of the Term unless the Term is extended or this Agreement is renewed by the Parties.

## 5. Confidential Information; LVCVA Property.

### 5.1 Definitions.

(a) The term "LVCVA Confidential Information" shall mean any and all (i) advertising or promotional materials provided to Company by LVCVA, whether in written, oral, electronic or other form, including, but not limited to, any and all information pertaining to LVCVA's marketing plans, strategies, policies, procedures, methods, decisions, charts, and other similar information of a marketing nature, which is provided to Company by LVCVA; and (ii) other information which LVCVA provides to Company and identifies as "CONFIDENTIAL" prior to disclosure to Company. Notwithstanding the foregoing or anything herein to the contrary, information shall not constitute "LVCVA Confidential Information" if such information (A) is in the public domain or becomes public knowledge other than as a result of breach of this Agreement by Company or a breach of any confidentiality obligation by any other person, which breach is known by Company; (B) was known to Company at the time of its receipt from LVCVA, provided that such information was obtained by Company from a third party under no duty of confidentiality; (C) has been independently developed by Company without reference to any LVCVA Confidential Information, as demonstrated by its business records; (D) is obtained by Company from a third person lawfully in possession of such information and having the legal right to transmit the same; (E) is owned by Company; or (F) is in connection with, related to or arises from an event that is produced by Company.

(b) The term "Company Confidential Information" shall mean any and all information which Company provides to LVCVA and identifies as "CONFIDENTIAL" prior to disclosure to LVCVA. Notwithstanding the foregoing or anything herein to the contrary, information shall not constitute "Company Confidential Information" if such information (i) is in the public domain or becomes public knowledge other than as a result of breach of this Agreement by LVCVA or a breach of any confidentiality obligation by any other person, which breach is known by LVCVA; (ii) was known to LVCVA at the time of its receipt from Company, provided

that such information was obtained by LVCVA from a third party under no duty of confidentiality; (iii) has been independently developed by LVCVA without reference to any Company Confidential Information, as demonstrated by its business records; (iv) is obtained by LVCVA from a third person lawfully in possession of such information and having the legal right to transmit the same; or (v) is owned by LVCVA. Company Confidential Information and LVCVA Confidential Information shall hereinafter be collectively referred to as "Confidential Information".

(c) The term "LVCVA Property" shall mean any and all information, databases, customer lists and similar property that are developed, generated, produced, assembled, created, purchased or otherwise acquired by Company during the Term in performing the Services with LVCVA funding. Notwithstanding the foregoing or anything herein to the contrary, information, databases, customer lists and similar property shall not constitute "LVCVA Property" to the extent that any of them (i) are the Company's name, likeness, trade names, service marks, logos or other intellectual property; or (ii) are developed, generated, produced, assembled, created, purchased or otherwise acquired by Company (A) in connection with, relating to or arising from an event produced by Company including, without limitation, all proceeds from such an event; or (B) with funds other than those paid to Company from LVCVA pursuant to the provisions of this Agreement. For the avoidance of doubt, LVCVA acknowledges and agrees that except with respect to the LVCVA Property, LVCVA has no right, title or interest whatsoever to any assets of Company, whether now owned or hereafter acquired.

5.2 Ownership and Use. Company and LVCVA covenant and agree that any and all LVCVA Confidential Information and LVCVA Property is the sole and exclusive property of LVCVA and any and all Company Confidential Information is the sole and exclusive property of Company. LVCVA agrees, that notwithstanding the foregoing or anything herein to the contrary, Company may use LVCVA Confidential Information and LVCVA Property in connection with performing the Services, but for no other purpose.

5.3 Confidential. From and after the Effective Date, each Party that receives (the "Receiving Party") Confidential Information of the other Party (the "Disclosing Party") shall keep confidential such Confidential Information and shall not disclose, sell, license, transfer or convey to any person or entity the Disclosing Party's Confidential Information, or attempt or purport to do so, except: (a) at the written direction of, or with the written consent of, the Disclosing Party; (b) to those attorneys, accountants, financial and business advisers, directors, officers, employees and representatives of the Receiving Party so long as such persons agree not to disclose the Disclosing Party's Confidential Information except as provided herein; (c) to the extent required to comply with applicable law or a valid order of a court of competent jurisdiction, in which event the Receiving Party shall so notify the Disclosing Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall in all cases seek confidential treatment of such information; or (d) in order to enforce its rights under this Agreement. The Receiving Party shall not copy or reproduce in any form, in whole or in part, the Disclosing Party's Confidential Information, except as expressly approved in advance by the Disclosing Party or, in the case of Company, as necessary to perform the Services. The Receiving Party confirms and agrees that any and all copies or reproductions of the Disclosing Party's Confidential Information, in any form, shall be classified as the Disclosing Party's Confidential Information hereunder. Upon

discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party, the Receiving Party shall promptly notify the Disclosing Party of the same.

5.4 Return of Information and LVCVA Property. Upon demand by the Disclosing Party or, if no demand is made, after the end of the Term, the Receiving Party shall return to the Disclosing Party all the Disclosing Party's Confidential Information obtained by the Receiving Party during the Term, and the Receiving Party shall not retain any copies of same, whether in written, electronic or other form, unless approved by Disclosing Party, which approval shall not be unreasonably withheld or conditioned. Additionally, after the end of the Term, Company shall deliver to LVCVA all LVCVA Property, whether in tangible or intangible form. In order to effectuate and accomplish the purposes of this Section 5.4, each Party covenants and agrees that upon the expiration of the Term, such Party shall execute and deliver to the other Party a termination certificate substantially in the form of Exhibit C attached hereto and incorporated herein by reference.

6. Other Convention and Visitors Bureaus. It is expressly agreed that at all times during the Term, Company shall not, directly or indirectly, represent to any convention and visitors bureau other than LVCVA without the prior express written consent of LVCVA. If any provision of the covenants under this Section 6 is held by a court of competent jurisdiction to be unenforceable due to an excessive time period, geographic area, or restricted activity, such provision shall be reformed to comply with such time period, geographic area, or restricted activity that would be held enforceable.

7. Use of LVCVA Name and Trademarks. Company shall not use LVCVA's name, likeness, trade names, trademarks, service marks or logos (collectively, the "Marks") in any manner or in any way that is prepared, authorized or released by Company, without LVCVA's prior written approval as to both the document or advertisement containing such Mark and the manner of its use. Any disapproval of a proposed use of a Mark shall specify the basis for such disapproval. In the event that LVCVA does not approve or disapprove of a proposed use of a Mark within twenty (20) days following the Company's submission of its proposed use of a Mark, such proposed use shall be deemed to be approved. Upon LVCVA's approval, Company may use LVCVA's intellectual property and specifically the Marks, but only in connection with performing the Services. Once LVCVA approves a particular use of a Mark by Company in connection with an event ("Approved Event Mark"), Company may use the Approved Event Mark for all purposes in connection with such event without obtaining further approvals from LVCVA. If LVCVA should authorize any such use, such use by Company shall terminate at the end of the Term, except that notwithstanding the foregoing or anything herein to the contrary, Company shall be permitted to use as a sample of its work LVCVA's intellectual property and work incorporating LVCVA's intellectual property which was produced in connection with the Services, including in Company's publicity materials and on Company's website.

8. Compliance with Laws. At all times during the Term, Company shall comply fully with all laws, statutes, regulations and ordinances applicable to Company's performance of the Services.

9. Representations and Warranties.

9.1 By Company. Company represents and warrants as follows, which representations and warranties shall continue in effect at all times during the Term:

- (a) Company is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as currently conducted.
- (b) Company has all requisite power and authority to execute and deliver this Agreement and to perform its duties, responsibilities and obligations under this Agreement. This Agreement has been duly executed and delivered by Company.
- (c) Company's execution and delivery of this Agreement does not, and the performance by Company of its duties, responsibilities and obligations under this Agreement, to the best of Company's knowledge, will not:
  - (1) result in any violation or breach of, or constitute a default under, any contract to which Company is a party or by which Company's assets or properties are bound; or
  - (2) require any consents or approvals of any person as a result of, or under the terms of, any contract to which Company is a party or by which Company's assets or properties are bound.
- (d) To the best of Company's knowledge, there are no actions, suits, claims, proceedings or investigations pending or, to the best of Company's knowledge, threatened against Company which, if determined adversely to Company, could prevent Company from performing its duties, responsibilities and obligations hereunder.
- (e) This Agreement constitutes the valid and legally binding obligation of Company, enforceable in accordance with its terms, subject, as to enforcement to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally and (ii) general principles of equity.

Company shall notify LVCVA promptly in the event any of the above-referenced representations or warranties should become inaccurate in any material respect.

9.2 By LVCVA. LVCVA represents and warrants as follows, which representations and warranties shall continue in effect at all times during the Term:

- (a) LVCVA is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all



requisite power and authority to carry on its business as currently conducted.

- (b) LVCVA has all requisite power and authority to execute and deliver this Agreement and to perform its duties, responsibilities and obligations under this Agreement. This Agreement has been duly executed and delivered by LVCVA.
- (c) LVCVA's execution and delivery of this Agreement does not, and the performance by LVCVA of its duties, responsibilities and obligations under this Agreement, to the best of LVCVA's knowledge, will not:
  - (1) result in any violation or breach of, or constitute a default under, any contract to which LVCVA is a party or by which LVCVA's assets or properties are bound; or
  - (2) require any consents or approvals of any person as a result of, or under the terms of, any contract to which LVCVA is a party or by which LVCVA's assets or properties are bound.
- (d) To the best of LVCVA's knowledge, there are no actions, suits, claims, proceedings or investigations pending or, to the best of LVCVA's knowledge, threatened against LVCVA which, if determined adversely to LVCVA, could prevent LVCVA from performing its duties, responsibilities and obligations hereunder.
- (e) This Agreement constitutes the valid and legally binding obligation of LVCVA, enforceable in accordance with its terms, subject, as to enforcement to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally and (ii) general principals of equity.

LVCVA shall notify Company promptly in the event any of the above-referenced representations or warranties should become inaccurate in any material respect.

#### 10. Indemnification.

10.1 By Company. Unless caused by or resulting from the gross negligence or willful misconduct on the part of LVCVA, Company shall defend (with legal counsel approved by LVCVA), indemnify, protect, save and hold harmless LVCVA, its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, settlements, fines, penalties, interest, costs, expenses, judgments, or liabilities arising from or relating to Company's performance of any of its obligations under this Agreement. The obligations of Company under this Section 10.1 shall in no way be limited by the policy limits or amount of insurance which Company is required to maintain under Section 11.

10.2 By LVCVA. To the extent possible under the Nevada Revised Statutes, LVCVA shall defend (with legal counsel approved by Company), indemnify, protect, save and hold harmless Company and its officers, directors, agents and employees from and against any and all claims, demands, causes of action, losses, damages, settlements, fines, penalties, interest, costs, expenses, judgments or liabilities arising from an Event of Default by LVCVA. The obligations of LVCVA under this Section 10.2 shall in no way be limited by the policy limits or amount of insurance which LVCVA maintains.

11. Insurance.

11.1 Certificates. Within ten (10) calendar days after the Effective Date, Company shall submit to LVCVA certificates of insurance evidencing the coverage required by this Agreement and listing LVCVA as a certificate holder. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. All insurance carriers providing any insurance required hereunder must maintain an A- VII or stronger rating.

11.2 General Liability. Company shall obtain and maintain for the Term of this Agreement, commercial general liability insurance in accordance with the minimum limits and coverage provided below, against claims for injuries to persons or damages to property or any other claim. General liability coverage shall be on a "per occurrence" basis only and not on a "claims made" basis. The coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form endorsed to recognize specifically Company's contractual liability to LVCVA. The cost of such insurance shall be included in the Budget set forth in Exhibit B as G&A Expenses for the Term. **The Las Vegas Convention and Visitors Authority must be expressly named as additional insured with respect to such policy.**

EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 50,000
PERSONAL & ADV. INJURY	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PRODUCTS-COM/OP AGG	\$2,000,000

11.3 Worker's Compensation. Company shall obtain and maintain for the Term of this Agreement, worker's compensation insurance with specific minimum limits of:

E.L. - EA ACCIDENT	\$500,000
E.L. DISEASE - EA EMPLOYEE	\$500,000
E.L. DISEASE - POLICY LIMIT	\$500,000

11.4 For the first three (3) years of sponsorship by the Company of any event (with a sponsorship funding in excess of \$75,000 in any calendar year), or until the event, as deemed by Company's Board, has ensured a successful achievement of marketing and financial objectives outlined by Company's sponsorship agreement, Company's sponsorship agreement will require the promoter of such event: (a) to obtain "event cancellation insurance" in an amount sufficient to refund the sponsorship fees paid by Company and insurance for the following perils to the extent

commercially practicable: rain or other weather related cancellation, illness and/or military deployment, and (b) to provide to Company a certificate of insurance evidencing such insurance no later than ten (10) days before the first day of such event

11.5 Miscellaneous. Company's insurance shall be primary in respect to LVCVA and its directors, officers and employees. Any other coverage available to LVCVA and its directors, officers and employees shall be "in excess" of the insurance required of Company. Company or its insurance carrier shall provide LVCVA thirty (30) days advance notice of any cancellation of any insurance policies required pursuant to the terms of this Agreement. All deductibles and self-insured retentions may not exceed \$10,000 without the express written permission of LVCVA. Deductibles exceeding \$10,000 shall be fully disclosed on the certificates of insurance. Company must notify LVCVA of any erosion of the aggregate limits.

11.6 Failure. If Company fails to maintain any of the insurance coverages required herein, LVCVA will have the option to purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. Company is responsible for any payments made by LVCVA to obtain or maintain such insurance, and LVCVA may collect the same from Company or deduct the amount paid by LVCVA from any sums due Company under this Agreement. Company acknowledges that the insurance requirements specified herein do not relieve Company of its responsibility or limit the amount of its liability to LVCVA in any manner whatsoever.

## 12. Event of Default; Remedies; Limitations.

12.1 Default. A Party shall be deemed to be in default of this Agreement (an "Event of Default") if such Party fails to perform or comply with any material term, provision, covenant or agreement contained in this Agreement which is to be kept or performed on the part of such Party, and such failure continues for a period of forty-five (45) days following receipt of written notice thereof from the other Party; provided that if the failure described in such notice is of such a nature that the same cannot with reasonable diligence be cured within such 45-day period, then such failure shall be deemed to be cured if such Party shall, within such 45-day period, commence to cure the same and shall thereafter complete such cure with all due diligence, and in any event, within ninety (90) days from the date of receiving such notice.

12.2 Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may exercise any of its rights or remedies available at law or in equity; provided, notwithstanding anything herein to the contrary, no Party shall have the right to terminate this Agreement. Such rights and remedies shall be cumulative and no one of them shall be construed as exclusive of any other.

12.3 Limitations. Notwithstanding anything herein to the contrary, in no event shall either Party be liable to the other for any special, indirect, incidental, punitive or consequential damages, whether a claim therefor be based in contract, tort, negligence, strict liability or otherwise. Without limiting the foregoing, under no circumstances shall any Party be responsible for lost revenues or lost opportunity costs foregone by any other Party as a result of this Agreement.

12.4 Effect of Event of Default. Each of the Parties shall perform its respective obligations and responsibilities under this Agreement throughout the Term regardless of any Event of Default. Further, the expiration of this Agreement shall not terminate any of the provisions of this Agreement which by their sense and context are intended to survive the expiration of this Agreement or relieve the Parties from their respective responsibilities and duties incurred prior thereto, including, without limitation, the responsibility and obligation of LVCVA to pay Company the Compensation under Section 4, the responsibility and obligation of the Parties under Section 5 with respect to the Confidential Information, Company's right to use the Marks after the Term in accordance with Section 7 and the indemnity obligations of the Parties under Section 10.

13. Dispute Resolution. The Parties agree that any action for equitable relief shall be pursuant to a court of law in compliance with Section 14 below. If any other dispute arises out of or relates to this Agreement, or any Event of Default, the Parties agree to proceed as follows:

13.1 Mediation. The Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, before resorting to arbitration or some other dispute resolution procedure.

13.2 Arbitration. Any controversy or claim arising out of or related to this Agreement or any Event of Default not settled pursuant to Section 13.1 immediately above, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association.

13.3 Continued Performance. The Parties agree that pending final resolution of a claim including arbitration, unless otherwise agreed in writing, the Parties, as the case may be, shall proceed diligently with performance of their respective obligations under this Agreement.

13.4 Arbitration Demand. Demand for arbitration of any claim may be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. A Party who files a notice of demand for arbitration must assert in the demand all claims then known to that Party on which arbitration is permitted to be demanded. When a Party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

13.5 Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Section 14.2 below. All dispute resolution proceedings pursuant to this Section 13 shall take place in Clark County, Nevada.

14. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

14.1 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS

OF LAW PRINCIPLES. EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION CONTROLS THIS AGREEMENT.

14.2 JURISDICTION. EXCEPT AS SET FORTH IN SECTION 13, EACH PARTY TO THIS AGREEMENT IRREVOCABLY: (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN CLARK COUNTY, NEVADA IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND (B) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING.

14.3 WAIVER OF JURY TRIAL. EXCEPT AS TO THOSE MATTERS REQUIRED TO BE SUBMITTED TO ARBITRATION PURSUANT TO SECTION 13, THE PARTIES SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

15. Access to Company's Records. During the Term and for a period of two (2) years after the end of the Term, Company agrees to retain and preserve all of Company's books, records and documents concerning the Services and this Agreement, including, but not limited to, accounting and financial records. During the Term and for a period of two (2) years after the end of the Term, LVCVA, on not less than ten (10) days' prior written notice to Company, shall have the right, at LVCVA's expense, to inspect, examine, audit and copy, at the offices of Company and during normal business hours, all of Company's books, records, documents and accounting procedures concerning the Services and this Agreement.

16. Assignment Restricted. Company shall not assign, encumber, pledge, transfer or delegate (collectively referred to in this paragraph as "Assignment and/or Transfer") any of its rights, interests, obligations or duties whatsoever under this Agreement, without the prior express written consent of LVCVA. Any such attempted Assignment and/or Transfer without the prior express written consent of LVCVA shall be null and void and of no force or effect. The Assignment and/or Transfer of ownership interests in Company are prohibited. Any such attempted transfer of ownership shall constitute an Event of Default on the part of Company.

17. Miscellaneous.

17.1 Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the Parties and the successors and assigns of LVCVA and the permitted successors and assigns of Company.

17.2 Force Majeure. If the performance of the duties and obligations of one Party hereunder is prevented, delayed, or otherwise made impractical by reason of the acts or omissions of the other Party, any flood, riot, fire, strike, explosion, war, governmental action or regulation, or any other similar cause beyond the control of either Party, each Party shall be excused from such performance until the abatement of any such cause.

17.3 Amendments, Waivers, etc. No amendment, modification, or change of this Agreement shall be effective unless the same shall be in writing and signed by all of the Parties. The failure of either Party to insist upon performance of any of the provisions of this Agreement in any one or more instances shall not be a waiver thereafter of such Party's right to full performance of all of the provisions of this Agreement by the other Party when any performance is due. No waiver by a Party of a breach of any of the covenants or provisions to be kept or performed by the other Party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions. All rights and remedies of the Parties created by this Agreement are cumulative, and use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.4 Notices. All notices and other communications provided for under this Agreement must, unless otherwise stated herein, be in writing and shall be personally delivered, or sent via recognized express mail or courier service, all delivery charges prepaid, or transmitted by facsimile, to the following:

**If to LVCVA:**

Las Vegas Convention and Visitors Authority  
c/o Purchasing Department  
3150 Paradise Road  
Las Vegas, NV 89109-9096  
Telephone: (702) 892-2950  
Facsimile: (702) 892-2956  
E-mail Address: [contractsadmin@lvcva.com](mailto:contractsadmin@lvcva.com)

**If to COMPANY:**

Las Vegas Events, Inc.  
c/o Pat Christenson  
770 E. Warm Springs Road, Suite 140  
Las Vegas, Nevada 89119  
Telephone: (702) 260-8605  
Facsimile: (702) 260-8622  
E-mail Address: [pat@lasvegasevents.com](mailto:pat@lasvegasevents.com)

All such notices and communications shall be effective: (a) if personally delivered or sent by recognized express mail or courier service, when received, and (b) if transmitted by facsimile, when sent, receipt confirmed by telephone or electronic means. Notice of change of any of the foregoing information shall be given by written notice in the manner detailed in this Section 17.4.

17.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

17.6 Interpretation and Rules of Construction. In interpreting the meaning of this Agreement, the following additional rules of construction shall apply, unless specifically indicated to the contrary: (a) wherever the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine, and the neuter; (b) the term "or" is not exclusive; (c) the term "including" (or any form thereof) shall not be limiting or exclusive; (d) all references to statutes and related regulations shall include any amendments of the same and successor statutes and regulations; (e) the words "this Agreement", "herein", "hereof", "hereunder" or other words of similar import refer to this Agreement as a whole including the schedules, exhibits, and annexes hereto, as the same may be amended, modified or supplemented; (f) all references in this Agreement to articles, sections, schedules, exhibits, and annexes shall refer to the corresponding articles, sections, schedules, exhibits and annexes of or to

this Agreement; (g) all schedules, exhibits and annexes attached hereto are incorporated herein by this reference as if fully set forth herein; (h) the term “person” includes any individual, corporation, institution, limited liability company, partnership, joint venture, association, joint stock company, firm, entity, trust, unincorporated organization or proprietorship; (i) each Party hereto is of equal bargaining strength; (j) each Party hereto has actively participated in the drafting, preparation and negotiation of this Agreement; (k) each Party hereto has consulted with such Party’s own, independent counsel, and such other professional advisors as such Party has deemed appropriate, relating to any and all matters contemplated under this Agreement; (l) each Party hereto and such Party’s counsel and advisors have reviewed this Agreement; (m) each such Party has agreed to enter into this Agreement following such review and the rendering of such advice; and (n) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

17.7 Captions and Headings. The captions, titles or headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions of this Agreement.

17.8 Attorneys’ Fees and Costs. In any arbitration, action, suit or proceeding, at law or in equity, to enforce or construe any provisions or rights under this Agreement, the unsuccessful Party, as determined by the court or arbitrator, will pay the successful Party all costs, expenses, and reasonable attorneys’ fees incurred in connection with any of the foregoing.

17.9 Severability. In the event any covenant, condition or other provision contained in this Agreement is held to be invalid, void, or illegal, by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other condition, covenant, or provision contained in this Agreement. If such condition, covenant, or provision shall be deemed invalid, void or illegal due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject contained herein and is intended by the Parties to be a final expression of their agreement and a complete and exclusive statement of the terms and conditions with respect to the subject contained herein. This Agreement supersedes any and all agreements, either oral or written, between the Parties concerning the subject contained herein and comprises all the covenants, agreements, understandings, representations and warranties between the Parties with respect to said subject.

17.11 Survival of Provisions. In furtherance of and not in limitation of Section 12.4 of this Agreement, regardless of and notwithstanding the expiration of this Agreement, the provisions set forth in Sections 4.1, 5, 7, 10, 12, 13, 14 and 17.8, shall be continuing and shall survive any such expiration.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

“LVCVA”

LAS VEGAS CONVENTION AND  
VISITORS AUTHORITY, a political  
subdivision of the State of Nevada

By: \_\_\_\_\_  
Rossi Ralenkotter, Chief Executive Officer

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
LVCVA Legal Counsel

Date: \_\_\_\_\_

“Company”

LAS VEGAS EVENTS, INC.,  
a Nevada non-profit corporation

By:  \_\_\_\_\_  
Scott Sibella, Chair

Date: 6-6-18



## EXHIBIT A

### SERVICES

1. Act as the official event promotion agency for Clark County, Nevada (the “Destination”);
2. Screen, evaluate and recommend Destination events;
3. Market the Destination for city, county and other special events;
4. Connect and coordinate events with Destination stakeholders;
5. Assist event producers with Destination stakeholders, marketing, event operations and local government agencies;
6. Coordinate the brand and imaging of Las Vegas and other localities within the Destination with event promoters and LVCVA’s advertising agency;
7. Produce events as needed; e.g., NFR;
8. Market event opportunities to Destination stakeholders and sponsors;
9. Report quarterly to the Board the results of such events and the actions taken by Company to promote future events; and
10. Distribute sponsorship funds to event promoters.
11. Negotiated deliverables, including tickets, must be disclosed to the LVCVA prior to contract execution.

## EXHIBIT B

LVCVA shall pay to the Company the amounts set forth in the Budget for the Fiscal Year 2018 in the manner set forth in Section 4 of this Agreement and herein (the "Compensation"):

### **I) OPERATING BUDGET (collectively, "G&A Expenses") - \$1,939,500**

Company has provided to LVCVA an Operating Budget for Fiscal Year 2018 which has been approved by the LVCVA Board of Directors.

The Operating Budget is comprised of the following three (3) categories of G&A Expenses:

- i) Salaries and Benefit Expenses - \$1,427,200
- ii) General and Administrative Expenses - \$437,300
- iii) Advertising & Promotion Expenses - \$75,000

The Operating Budget shall be funded as follows:

- i) G&A Expenses shall be paid by LVCVA to the Company in equal quarterly payments on or before July 15, October 1, January 1, and April 1 of such fiscal year.
- ii) The Company shall provide a reconciliation of actual general and administrative costs against quarterly receipts of G&A Expenses and shall reimburse LVCVA for unspent monies in accordance with Section 4.3 of this Agreement.

### **II) SPONSORSHIP FEES ("Advanced Expenses") up to - \$7,885,800**

- i) Expenses related to event sponsorship will be paid to the Company in advance of the Company's payment of such expenses.
- ii) LVCVA will remit advance funding for event sponsorship fees no earlier than seven (7) business days prior to the Company's due date to the event organizer. Exceptions must be specifically approved by LVCVA staff.
- iii) The Company must submit a reasonably detailed account of deliverables and media components with the invoice requesting advance funding for sponsorships. LVCVA reserves the right to request additional reasonable supporting information prior to release of advance funding.
- iv) Residual funding from completed events or events that are budgeted but not actually sponsored by LVE must be transferred to the Company's reserve account held by LVCVA (the "Reserve Funds"). Reserve Funds may be used to fund new events only upon approval by the LVCVA Board of Directors. The Budget shall be augmented to include new events approved by the Company's Board of Directors and LVCVA's Board of Directors.
- v) National Finals Rodeo sponsorship amounts, Company will apply all profits and additional funding earned from LVE produced events to reduce the amount paid for the sponsorship fees set forth herein.

### **III) OTHER REIMBURSED EXPENSES – (as budgeted in I and II above)**

- i) All other expenses related to the Services which are to be paid for by the Company and reimbursed by LVCVA will be treated as "Reimbursement Funds".

- ii) Reimbursement Funds shall be paid by LVCVA to the Company within thirty (30) days of LVCVA's receipt of a request for reimbursement from the Company (a "Funds Request").
- iii) Funds Requests shall be accompanied by reasonable supporting documentation in compliance with prevailing LVCVA expense policies, copies of which are provided to the Company in advance, and funding must be available in the Budget line item.

...

...

...

...

EXHIBIT C  
TERMINATION CERTIFICATE

This is to certify that, except as otherwise permitted by the provisions of the Event Promotion Agreement, dated as of July 1, 2018, between Company and LVCVA (the "Agreement") or as otherwise consented to by LVCVA, the undersigned does not have in its possession, under its control or custody, nor has failed to return, any originals or copies of Confidential Information or LVCVA Property, if applicable, belonging to the LVCVA pursuant to the terms of the Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

Company:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	JUNE 12, 2018	<b>ITEM NO.</b> 5
<b>TO:</b>	BOARD OF DIRECTORS	
<b>FROM:</b>	CATHY TULL CHIEF MARKETING OFFICER	<i>Cathy Tull</i>
<b>SUBJECT:</b>	LAS VEGAS EVENTS - EVENT APPROVAL WORLD SERIES OF TEAM ROPING – DECEMBER 10-16, 2018	

**RECOMMENDATION**

The Marketing Division is requesting the Board of Directors approve the distribution of funds to Las Vegas Events (LVE) in the amount of \$100,000 to fund the World Series of Team Roping December 10-16, 2018. The event will be held at South Point Equestrian Center.

For possible action.

**FISCAL IMPACT**

FY 2019: \$100,000 Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--



ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER




STEVE HILL  
PRESIDENT/COO

**PURPOSE AND BACKGROUND**

The World Series of Team Roping produces the largest team-roping event in the world. Celebrating its twelfth year, the World Series of Team Roping consists of seven days of competition in ten divisions.

This event has been approved by the LVE Board of Directors. The amount requested is available in the LVE Reserve fund.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 6</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>TERRY JICINSKY SENIOR VICE PRESIDENT OF OPERATIONS</b>	
<b>SUBJECT: CHILLER #14 MOTOR REBUILD, BID #18-4520</b>		

**RECOMMENDATION**

The Operations Division is requesting the Board of Directors: 1) Award Bid #18-4520, Chiller #14 Motor Rebuild to Emcor Services Nevada, Las Vegas, Nevada in the estimated amount of \$128,980; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

For possible action.

**FISCAL IMPACT**

FY 2018: \$128,980 Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

**PURPOSE AND BACKGROUND**

Staff is recommending a rebuild of the motor on Chiller #14 at the Las Vegas Convention Center (LVCC). Chiller #14 is one of six chillers and is currently offline due to the deterioration of the motor bearing. Upon testing and examination by two certified chiller contractors, it was determined that the motor could be rebuilt at the motor service center for half the cost of purchasing a new motor and the rebuild time would be considerably less. Work will be performed by a certified facility serving the industrial community. Electrical testing and balancing of the motor will also be performed and the motor will be tested at full running speed after the assembly.

The Contractor will provide labor and materials to remove motor and send to the service center for re-building, inspection, and assessment of damages. Contractor will also re-set motor into place, reinstall, align, and verify proper operation. A one-year warranty will be provided.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting  
Agenda Documentation  
Meeting Date: June 12, 2018  
Subject: Chiller #14 Motor Rebuild, Bid #18-4520

Staff recommends the motor rebuild of Chiller #14 to allow the utilization of the chillers at full capacity and to prevent the loss of cooling power for the building. Project will begin in July of 2018 and be completed in August of 2018.

Based on the specifications provided by Engineering and the Engineering Projects Department, the following bids were received:

Vendor	City, State	Base Bid
Emcor Services Nevada	Las Vegas, NV	\$128,980
Johnson Controls, Inc	Las Vegas, NV	\$146,678

Staff is recommending the bid be awarded to Emcor Services Nevada, Las Vegas, Nevada, as the lowest responsive and responsible bidder.

Funds are available in the FY 2018 capital improvement budget.

## **Contract #4520, Chiller #14 Motor Rebuild Executive Summary**

**Provider:** Emcor Services Nevada

**Estimated Start:** July 1, 2018

**Fee:** \$128,980

**Scope:** Provide equipment, materials, and labor to remove, rebuild motor, reinstall, and conduct recommissioning testing on Chiller #14.

### **Deliverables/Actions**

- Remove existing motor and ship to a qualified motor shop
- Disassemble and inspect motor to determine damage
- Report findings back to LVCVA Engineering
- Repair and replace damaged components
- Reinstall motor
- Recommissioning of Chiller #14
- Provide a 1-year warranty on materials and workmanship

### **Performance Measures:**

Schedule and conduct construction progress meetings to verify completion in compliance with specifications provided in the above scope of work.


**Authority:** The LVCVA, through its CEO, President/COO, or designee, shall be the final authority with regard to Provider's management and performance of services.

**Termination:** Termination with or without cause with 30 days written notice

For a copy of the entire contract and ownership disclosure,  
please contact the Executive presenting the associated agenda item.



**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 7</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>TERRY JICINSKY SENIOR VICE PRESIDENT OF OPERATIONS</b>	
<b>SUBJECT:</b>	<b>PURCHASE OF REPLACEMENT FLATBED/UTILITY CARTS (JOINDER)</b>	

**RECOMMENDATION**

The Operations Division is requesting the Board of Directors: 1) Award the Flatbed/Utility Cart Fleet Replacement to Southwest Toyota Lift of Las Vegas, Nevada in the estimated amount of \$301,232; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

For possible action.

**FISCAL IMPACT**

FY 2019: \$301,232 Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

**PURPOSE AND BACKGROUND**

LVCVA staff in Engineering, Client Services, Customer Safety, Mail Room, and Warehouse departments utilize various electric carts for day-to-day operations. Staff is recommending a replacement and modernization of the equipment for the fleet of flatbeds, utility carts, and service carts utilizing a three-year phased replacement plan.

Phase one of the three-year plan has been completed. 60 vehicles, of the full inventory of 130 units, have been delivered in FY 2018. Phase two of the program has been funded in FY 2019 and staff is recommending the replacement of 30 vehicles in this cycle. During planning for FY 2020, the final replacement phase will be completed and brought back to the Board for approval at that time.

## Las Vegas Convention and Visitors Authority Board of Directors' Meeting

## Agenda Documentation

Meeting Date: June 12, 2018

Subject: Purchase of Replacement Flatbed / Utility Carts (Joinder)

Over the years, replacement purchases and increases in inventory due to incremental staff have occurred periodically, utilizing various vendors and manufacturers. The current cart inventory is comprised of products from 10 different brands and manufacturers. These vehicles range in age, with over 82% of the inventory over 10 years old, exceeding the respective useful life cycle. As these carts continue to age, the repair and maintenance of these vehicles becomes challenging with parts no longer available, obsolete equipment, and more expensive replacement components. The return on investment for the ongoing maintenance program has diminished over time. The carts to be retired will be processed through the government auction program per standard practice

Staff from the Fleet Management and Engineering departments completed an analysis of existing inventory, maintenance records, and manufacturer product type. Based on this analysis, staff is recommending the selection of the Columbia ParCar. This manufacturer provides a standardized product line that meets the needs of multiple departmental user groups, various size and passenger count vehicles, and has a strong maintenance and repair track record. Southwest Toyota Lift was the vendor utilized for the purchase of carts during the FY 2018 replacement and modernization of the electric cart inventory.

Based on the specifications provided by the Engineering Department, the following request was received:

Vendor	City, State	Amount
<b>Southwest Toyota Lift *</b>	<b>Las Vegas, NV</b>	<b>\$301,232</b>

- \*Joinder – US Communities Government Purchasing Alliance.
- Southwest Toyota Lift is an authorized local dealer of Columbia carts.

Staff is recommending the purchase of approximately 30 additional replacement carts through a contract joinder with US Communities Government Purchasing Alliance. NRS 332.195 – Joinder or mutual use of contracts by governmental entities states: A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

Funds are available in the FY 2019 Capital Equipment Budget.

## Flatbed/Utility Cart Fleet Replacement Executive Summary

**Provider:** Southwest Toyota Lift (Columbia ParCar)

**Estimated Start:** July 1, 2018

**Fee:** \$301,232

**Scope:** Provide replacement utility/golf carts for fleet replacement (Phase 2)

**Deliverables/Actions**

- Provide and deliver 30 flatbed/utility carts per specifications selected by Engineering/Fleet Management
- Pricing includes shipping

**Performance  
Measures:**

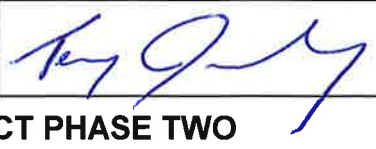
Delivery of required carts

**Authority:** The Las Vegas Convention and Visitors Authority (LVCVA), through its CEO, President/COO or designee, shall be the final authority with regard to Provider's management and performance of services.

**Termination:** Termination with or without cause with 30 days written notice

For a copy of the entire contract and ownership disclosure,  
please contact the Executive presenting the associated agenda item.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	JUNE 12, 2018	<b>ITEM NO. 8</b>
<b>TO:</b>	BOARD OF DIRECTORS	
<b>FROM:</b>	TERRY JICINSKY SENIOR VICE PRESIDENT OF OPERATIONS	
<b>SUBJECT:</b>	LAS VEGAS CONVENTION CENTER DISTRICT PHASE TWO STEEL MILL ORDER NO. 1	

**RECOMMENDATION**

Las Vegas Convention and Visitors Authority (LVCVA) staff is requesting the LVCVA Board of Directors to: 1) Authorize an amount not to exceed Forty Million Dollars (\$40,000,000) for the initial purchase of structural steel for the LVCC District Phase Two Expansion Project; 2) Authorize the CEO or his designee to execute the contract documents of the purchase order; and 3) Authorize any residual unexpended balances from the Purchase Order to revert to available LVCCD funds.

For possible action.

**FISCAL IMPACT**

FY 2019: \$40,000,000 Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

**PURPOSE AND BACKGROUND**

To maintain the LVCC District Phase Two Expansion project schedule and secure the purchase price for structural steel, it is necessary to execute a purchase order for structural steel during the next 45 days with a qualified steel mill. Market demands and economic trends suggest a significant increase between 10% and 20% will occur in the price of steel during the next twelve months.

As previously presented to the LVCVA Board of Directors, should this action item be approved, this transaction will be executed directly by the LVCVA during the CMAR Pre-Construction Services period. In the fall of this year, the LVCVA Board of Directors will receive a request for approval of a CMAR Contract for Construction with a Guaranteed Maximum Price which will be inclusive of this purchase order for structural steel.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting  
Agenda Documentation  
Meeting Date: June 12, 2018  
Subject: Las Vegas Convention Center District Phase Two  
Steel Mill Order No. 1

In March of this year, the LVCVA Board of Directors approved a contract for Pre-Construction Services with Turner Martin Harris, a Joint Venture (TMH) for the Phase Two Expansion project. Since the execution of the Pre-Construction Services contract, TMH has been engaged with the design team, Cordell, and key staff of the LVCVA. As part of TMH's pre-construction responsibility, issues critical to the project budget and schedule have been identified. Most significant is the need to purchase structural steel prior to the execution of the CMAR Contract for Construction. This action is necessary to maintain the project schedule and budget.

Further to this issue, and through the efforts of the design and pre-construction team, the early purchase of the structural steel associated with building the Exhibition Hall and the Meeting Rooms structure has been identified as critical in delivering the project on time and within budget. As a result, and based upon the Schematic Design documents developed by the design team, TMH has estimated the cost of purchase of the structural steel (inclusive of a contingency for market volatility) to be \$40,000,000.


TMH is currently developing a bill of materials for this structural steel package for competitive bidding by qualified steel mills. The structural system for the project has been designed to utilize standard shapes and sizes that can be produced by US based steel mills, mitigating concern of possible schedule delays or significant costs due to special steel orders, therefore we anticipate at least three competitive bids from US based steel mills.

Execution of the purchase order will occur mid to late July and will be contracted with the lowest most responsive and responsible bidder.

To avoid any delay in executing the purchase order, LVCVA staff is requesting authorization by the LVCVA Board of Directors for a purchase order in an amount not to exceed \$40,000,000. The actual amount of the purchase order will be recognized in the CMAR's Guaranteed Maximum Price as material already purchased by the LVCVA.

Upon execution of the purchase order, the LVCVA staff will provide a report to the LVCVA Board of Directors recapping the competitive selection process, indicating the actual amount of the expenditure and identifying the steel mill with whom the LVCVA has contracted for the material purchase.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 9</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>BARBARA BOLENDER CHIEF PEOPLE OFFICER</b>	
<b>SUBJECT:</b>	<b>BOARD RETENTION OF THE LAW FIRM OF KAMER ZUCKER ABBOTT FOR UNION NEGOTIATIONS</b>	

**RECOMMENDATION**

Las Vegas Convention and Visitors Authority (LVCVA) staff requests that the Board of Directors: 1) Retain the services of the law firm of Kamer Zucker Abbott for the continuation of the union negotiations and potential fact-finding mediation and arbitrations; 2) Authorize Legal Counsel to approve expenditures up to a total of \$200,000 for such services; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

**FISCAL IMPACT**

FY 2018-2019 up to \$200,000

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**


---

**PURPOSE AND BACKGROUND**

The LVCVA has had a Collective Bargaining Agreement (CBA) with the Service Employees International Union (SEIU) since 1989. The LVCVA's current CBA expires July 1, 2018, and staff has been negotiating with the SEIU since December of 2017 to present a new CBA for the LVCVA Board's consideration. While staff is optimistic about obtaining a new CBA, we need to plan for the potential of continuing negotiations and a statutorily mandated mediation and/or fact finding arbitration.

The law firm of Kamer Zucker Abbott has been retained under the Chief Executive Officer's \$100,000 delegation of authority to assist the Chief People Officer with the negotiations. It has become apparent that staff will require additional resources to continue with the actions necessary to complete the new CBA.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 10</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>JACQUELINE PETERSON CHIEF COMMUNICATIONS &amp; PUBLIC AFFAIRS OFFICER</b>	
<b>SUBJECT:</b>	<b>RESOLUTION OPPOSING THE USE OF YUCCA MOUNTAIN AS A NUCLEAR WASTE REPOSITORY</b>	

**RECOMMENDATION**

Las Vegas Convention and Visitors Authority (LVCVA) staff recommends the Board of Directors approve a resolution that provides formal opposition to the use of Yucca Mountain as a nuclear waste repository.

For possible action.

**FISCAL IMPACT**

None

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

---

**PURPOSE AND BACKGROUND**

Last month the United States House of Representatives voted 340-72 to revive efforts to bring nuclear waste to Yucca Mountain. Furthermore, \$267.7 million of funding for Yucca is included in a pending House spending package (vote scheduled for week of 6/4). While the Senate is not expected to take up the Yucca bill (HR 3503) nor pass legislation that includes funding for Yucca Mountain before the midterm elections, the State of Nevada has no certainty beyond November of 2018 that the momentum behind bringing nuclear waste to Yucca will be stopped, permanently.

This resolution clearly affirms that the LVCVA remains steadfast in our absolute opposition to any step in advancing Yucca Mountain as the nation's nuclear waste dump.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting  
Agenda Documentation

Meeting Date: June 12, 2018

Subject: Resolution Opposing the use of Yucca Mountain as a Nuclear Waste  
Repository

Bringing nuclear waste to Yucca -just 100 miles from Las Vegas- would have a devastating impact on the tourism based economy in Southern Nevada and the broader region. The continued funding and support of Yucca Mountain would mean nuclear waste would be sent to Nevada from sixty-one nuclear power plants through 44 states and 330 Congressional districts across the country. The nuclear waste would travel through countless communities and travel via highways over bridges and on railways. The impact of an accident in any one of these communities, including our own, and the associated impact would be catastrophic.





June 6, 2018

Board of Directors,

As the marketing organization responsible for promoting Las Vegas as the most desirable destination for leisure and business travel, the Las Vegas Convention and Visitors Authority is responsible for attracting visitors to Las Vegas and supporting the No. 1 economic engine for the city, state and region. It is also our responsibility to advocate for the protection and preservation of the tourism industry to ensure the hundreds of thousands of residents who depend on it for their livelihood are not impacted.

The United States House of Representatives has voted in favor of the Nuclear Waste Policy Amendments Act of 2018 (H.R. 3053), which would reinstate the development of Yucca Mountain as the nation's nuclear waste repository, including committing \$267.7 million in funding. This legislation will advance and expedite the licensing process for Yucca Mountain.

This action would have detrimental impact on the tourism industry in Southern Nevada and potentially endanger communities across 44 states and 330 Congressional districts. The waste would be transported over thousands of miles of highways and railways, including directly through Las Vegas.

While the Senate is not expected to take up action on the House resolution, it is still imperative that the LVCVA express our opposition to this action. The following resolution is an official declaration of that opposition.

Sincerely,

A handwritten signature in black ink that reads "Rossi".

Rossi Ralenkotter

**RESOLUTION NO. 2018-98**

**A RESOLUTION OF THE LAS VEGAS CONVENTION AND  
VISITORS AUTHORITY IN OPPOSITION TO THE  
DEVELOPMENT OF YUCCA MOUNTAIN AS A NUCLEAR  
WASTE REPOSITORY**

**WHEREAS**, Las Vegas and the State of Nevada are wholly dependent upon a thriving tourism industry for the economic wellbeing of the city and the region, and

**WHEREAS**, there have been questions raised about the suitability of Yucca Mountain based on the scientific analysis of the site, and

**WHEREAS**, the mere impression that visiting Southern Nevada is not safe can have devastating effects on the continued growth of the tourism industry, and

**WHEREAS**, any disruption to the tourism industry would jeopardize the livelihood of nearly half the residents of Southern Nevada, and

**WHEREAS**, the Yucca Mountain site is less than 100 miles from Las Vegas, and

**WHEREAS**, the transportation of nuclear waste from all points throughout the nation to Yucca Mountain would cross 44 states and 330 Congressional districts potentially endangering countless communities across the country, and

**WHEREAS**, the development of Yucca Mountain would cost the federal government nearly \$100 billion including over \$13 billion just to obtain a construction authorization and license from the Nuclear Regulatory Commission,

**THEREFORE**, we the Board of Directors of the Las Vegas Convention and Visitors Authority declare our extreme opposition to the continued development of Yucca Mountain as the nation's nuclear waste repository site and our strong opposition to efforts by Congress to advance that project.

**PASSED** and **ADOPTED** on this 12th day of June 2018.

---

Lawrence Weekly, Chairman  
Board of Directors  
Las Vegas Convention and Visitors Authority

---

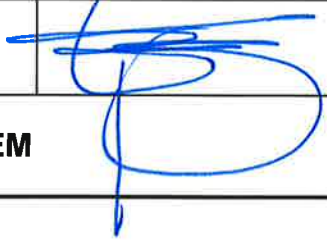
Bill Noonan, Secretary  
Board of Directors  
Las Vegas Convention and Visitors Authority

Approved as to form:

---

Luke Puschnig, Esq.  
Legal Counsel  
Las Vegas Convention and Visitors Authority

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 11</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>ED FINGER CHIEF FINANCIAL OFFICER</b>	
<b>SUBJECT:</b>	<b>REPLACEMENT TWO-WAY RADIO SYSTEM</b>	

**RECOMMENDATION**

The Executive Division is requesting the Board of Directors: 1) Award the contract for the purchase and installation of a Motorola two-way radio system to Bearcom Communications, Inc. dba, Bearcom, in the estimated amount of \$439,594; award a communications recording solution to Gosserco, Inc., in the estimated amount of \$28,308; and award a radio frequency communication diagnostic monitor to Tessco, in the estimated amount of \$26,481; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

For possible action.

**FISCAL IMPACT**

FY 2018:       \$ 494,383       Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

**PURPOSE AND BACKGROUND**

Reliability of a two-way radio communication system is critical to the operation of the Las Vegas Convention Center and the safety of our guests. The Las Vegas Convention and Visitors Authority's (LVCVA) current system is analog-based and some components are approaching 20 years of age. With limited ability to get parts to keep the current system operational, the system is becoming degraded and will not meet the communication needs of the LVCVA now and in the future. A new system will prepare the LVCVA for the Las Vegas Convention Center District (LVCCD) expansion by doubling the frequency utilization capacity. The new digital radio system will provide multiple talk paths and working groups; minimizing cross traffic congestion between departments and minimizing wait times for a clear radio channel. The system uses secure digital encoding to allow for better clarity of communication as well as increased security from eavesdropping and jamming.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting  
 Agenda Documentation  
 Meeting Date: June 12, 2018  
 Subject: Replacement Two-Way Radio System

The turnkey system will consist of approximately 330 handheld radios, 4 mobile radios, rooftop repeater equipment, and complete installation and programming services. It will include advanced features such as over-the-air radio maintenance, lone worker safety features, battery management, and smartphone integration.

The system will have provisions allowing specific authorized individuals to communicate on public safety mutual aid channels used by Clark County Fire Department and Las Vegas Metropolitan Police Department.

The system will be fully integrated into the LVCVA's 24/7 Customer Safety department dispatch center. Similar Motorola digital radio systems are in use at major event venues in Las Vegas.


The equipment is being awarded to three providers using contract joinder opportunities, while the design and install was directly negotiated with the main equipment provider utilizing the NRS exemption for contract joinders:

<b>Equipment</b>	<b>Contract Joinder</b>	<b>Provider</b>
Motorola radio system	Clark County, NV	Bearcom Communications, Inc.
Recording system	Houston-Galveston Area Council (HGAC)	Goserco, Inc.
RF communication diagnostic monitor	National Association of State Procurement Officials (NASPO)	Tessco Technologies, Inc.
Design and install	Directly negotiated, per NRS	Bearcom Communications, Inc.

Per NRS 332.195 (a), the LVCVA is permitted to utilize the contract of another agency or cooperative as a method of procurement. The joinder contracts of Clark County, the HGAC, and the NASPO allows the LVCVA to leverage the buying power of these agencies who have previously gone through the competitive procurement process.

Per NRS 332.115 (1.) (q), the design of, the equipment, and services associated with systems of communication are exempt from competitive bidding. Therefore, the design and installation portion of the contract were negotiated under this exemption with the local provider, Bearcom, for a complete turnkey solution. Awarding to a local Las Vegas firm will reduce responses times and increase reliability of service, therefore, avoiding down time.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 12</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>ED FINGER CHIEF FINANCIAL OFFICER</b>	
<b>SUBJECT:</b>	<b>RESOLUTION TO AUGMENT FISCAL YEAR 2018 BUDGET</b>	

**RECOMMENDATION**

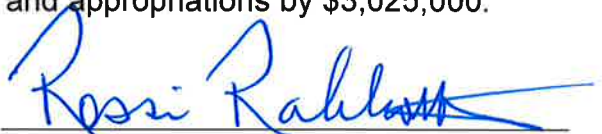
The Finance Department is requesting that the Board of Directors recommend approval of the proposed budget augmentation and the associated resolution to augment the FY 2018 budget.

For possible action.

**FISCAL IMPACT**

Increase FY 2018 General Fund budgeted resources and appropriations by \$3,025,000.

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

**PURPOSE AND BACKGROUND**

NRS 354.598005 identifies the procedures and requirements for augmenting or amending a local government's budget. There are two sources of funds that may be considered for augmentation, an opening fund balance that is larger than budgeted and revenues that are larger than originally budgeted.

After the October 1 tragedy, the LVCVA worked with longstanding local and national media partners to share Las Vegas' message of strength and resilience. The LVCVA received approximately \$3.0 million in donated media placements from advertising partners.

Under Governmental Accepted Accounting Principles (GAAP), the LVCVA is required to record revenues and expenditures for the value of these donations. Ending fund balance is not impacted by this augmentation resolution.

RESOLUTION No. 2018-96

RESOLUTION TO AUGMENT BUDGET OF THE  
LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
FOR THE 2018 FISCAL YEAR

WHEREAS, the resources of certain funds of the Las Vegas Convention and Visitors Authority have now been determined to be higher than budgeted on July 1, 2017,

WHEREAS, total revenues and other sources in the General Fund were budgeted to be \$354,969,400 and are now determined to be \$357,994,400 and

WHEREAS, there is a need to increase appropriations for the purpose of establishing funding for expenditures and other uses in the current year as follows:

	Revenues and Other Sources	Expenditures and Other Uses
<b>GENERAL FUND:</b>		
Marketing and Advertising	\$3,025,000	\$3,025,000

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Board of Directors of the LVCVA shall amend its FY 2018 budget as follows,

by increasing revenues and other sources from \$354,969,400 to \$357,994,400 in the General Fund, and

by appropriating \$3,025,000 for use in the General Fund, thereby increasing appropriations from \$380,718,277 to \$383,743,277.

PASSED AND ADOPTED this 12<sup>th</sup> day of June, 2018, by the following vote:

Those Voting Aye: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_

\_\_\_\_\_

Those Abstaining: \_\_\_\_\_

Those Absent:

---

---

---

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

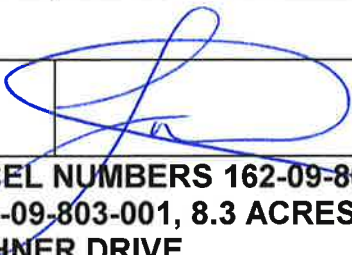
By \_\_\_\_\_  
LAWRENCE WEEKLY  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
LARRY BROWN  
TREASURER



**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 13</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>LUKE PUSCHNIG LEGAL COUNSEL</b>	
<b>SUBJECT:</b>	<b>REAL PROPERTY ACQUISITION – PARCEL NUMBERS 162-09-802-001, 162-09-703-004, 162-09-703-005 AND 162-09-803-001, 8.3 ACRES NEAR CONVENTION CENTER DRIVE AND KISHNER DRIVE</b>	

**RECOMMENDATION**


Staff recommends that the Board of Directors: 1) Approve the attached Asset Purchase and Sale Agreement to purchase various parcels of real property for \$49,800,000; 2) Authorize staff to expend up to \$1,000,000 for real property transaction costs, tenant relocation, apartment management, litigation expenses, and testing; and 3) Authorize the Chief Executive Officer and/or the President/Chief Operating Officer to execute the necessary documents.


For possible action.

**FISCAL IMPACT**

FY 2019:	\$49,800,000	Estimated expenditure
FY 2019 thru 2021:	\$1,000,000	Estimated expenditure

<b>BOARD ACTION:</b>	
----------------------	--

  
**ROSSI RALENKOTTER**  
**CHIEF EXECUTIVE OFFICER**

  
**STEVE HILL**  
**PRESIDENT/COO**

**PURPOSE AND BACKGROUND**

The Las Vegas Convention and Visitors Authority ("LVCVA") is in the process of expanding the Las Vegas Convention Center on the LVCVA owned parking lots which were initially the Landmark Hotel (Gold Parking Lot) and the Riviera Hotel (Diamond Parking Lot). See attached sketch of the expansion and of the subject real property ("Properties") in black.

The subject Properties are 8.3 acres in total size. The Properties are primarily owned by members of the Kishner family and their business associates ("Current Owners"). Two of the subject properties (252 Convention Center Drive (shopping center) and 3051 Kishner Drive (apartment buildings)) have improvements on them that were primarily built in the 1960s. Except for the remaining foundation on 294 Convention Center Drive, the other two (2) parcels are unimproved real property.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting  
Agenda Documentation

Meeting Date: June 12, 2018

Subject: Real Property Acquisition – Parcel Numbers 162-09-802-001,  
162-09-703-004, 162-09-703-005 and 162-09-803-001, 8.3 acres near  
Convention Center Drive and Kishner Drive

The attached Asset Purchase and Sale Agreement ("Agreement") provides that, after inspection, the LVCVA will pay the Current Owners \$49,800,000 for a clean title and possession of the Properties. The LVCVA has obtained an appraisal from Valuation Consultants, specifically Keith Harper MAI, which indicates that the sale price is less than the value of the Properties as assembled.

When the transaction closes, the LVCVA will take over management of the apartment buildings at 3051 Kishner Drive and the shopping center at 252 Convention Center Drive. There are approximately eighty (80) tenants, the majority of which are subject to a ninety (90) day cancellation clause, and one (1) primary tenant in the shopping center. The LVCVA will be contracting with a private company to provide relocation services and payment pursuant to state and federal law.

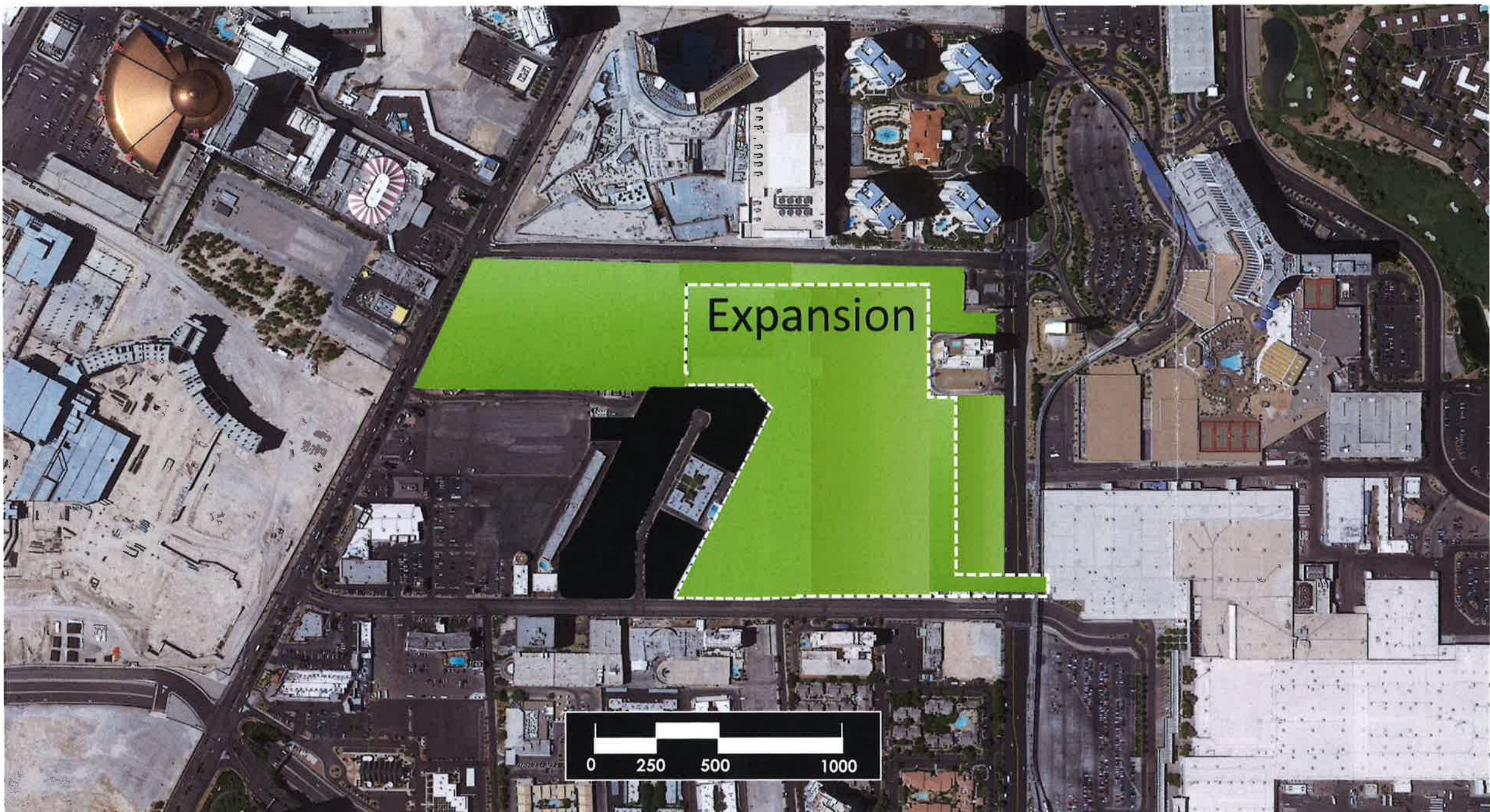
The Agreement also provides that the LVCVA will be responsible for all continuing costs and expenses related to the PCE contamination coming from the 252 Convention Center Drive property. The LVCVA has been tracking the remediation efforts of the Current Owners and the LVCVA's experts have determined that further remediation costs will be around \$3,000,000 over the next ten (10) years. A Phase 1 analysis of the Properties indicate that the LVCVA will also have to remediate asbestos, lead paint, and mold from the structures on the Properties.

The Agreement also requires the LVCVA to intervene as a defendant into a lawsuit currently on file, Convention Center LV Holdings, LLC v. Kishner and Somerset Shopping Center LP, Case No. A-16-739107. This lawsuit relates to certain easements and deed restrictions on Convention Center LV's property located directly west of the Properties. The LVCVA has reviewed the case and found that there is little likelihood of a negative judgment and staff is willing to continue with this litigation. It is anticipated that further litigation costs could be up to \$200,000.

The LVCVA staff will be required to expend up to \$1,000,000 over the next two (2) or three (3) years in order to pay real estate transaction costs, pay for tenant relocation and apartment management, litigation expenses as set forth above, for the testing required for demolition and continued remediation of the PCE contamination.

As to use of the Properties, the LVCVA will demolish the improvements as soon as possible and will use the area as a primary parking lot (approximately 900+ spaces for these Properties) and outdoor exhibit area for the conventions/tradeshows that use the new expansion. Since the Properties are located immediately west and south of the new expansion, the subject properties are important for the efficient operation of the new convention center facility.







**EXECUTION COPY**

**THIS ASSET PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS IS DELIVERED FOR DISCUSSION PURPOSES ONLY AND DOES NOT CONSTITUTE AN ACCEPTABLE OFFER. NO RIGHTS AND/OR OBLIGATIONS SHALL ARISE OR BE CREATED HEREUNDER UNLESS IT IS FULLY COMPLETED, EXECUTED AND DELIVERED, WHICH NO PARTY SHALL HAVE AN OBLIGATION TO DO.**

TO: First American Title Insurance Company  
Escrow Agent/Title Company  
2500 Paseo Verde Parkway, Suite 120  
Henderson, Nevada 89074  
Attention: Nikki Prine, Commercial Escrow Officer

**ASSET PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**

THIS ASSET PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is made as of the 5<sup>th</sup> day of June, 2018 (the "Effective Date"), by and between RIVERA LOT, LLC, a Nevada limited liability company ("Rivera"), SOMERSET GARDENS COMPANY, LLC, a Nevada limited liability company ("Somerset Gardens"), SOMERSET HOUSE MOTEL, LLC, a Nevada limited liability company ("Somerset House"), and SOMERSET SHOPPING CENTER COMPANY, LLC, a Nevada limited liability company ("Somerset Shopping"), on the one hand, and LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local governmental entity of the State of Nevada ("Buyer").

Rivera, Somerset Gardens, Somerset House and Somerset Shopping are individually referred to as a "Seller" and collectively as "Sellers" in this Agreement.

Sellers and Buyer are sometimes hereinafter interchangeably each referred to as a "Party," and collectively as the "Parties."

**RECITALS**

WHEREAS, Sellers collectively own the Assets, and Buyer desires to purchase from Sellers their respective right, title and interest in and to the Assets and assume the Assumed Liabilities, all on the terms and subject to the conditions set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, the Parties hereto, in consideration of the premises and of the mutual representations, warranties and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, covenant and agree that the above-written recitals are true and correct and further covenant and agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth under this Section 1.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first-mentioned Person; *provided*, that, with respect to a Seller, the term Affiliate shall refer only to a Person that directly or indirectly controls or is controlled by such Seller.

"Approvals" means all approvals, consents, licenses, permits, registrations, declarations, concessions, orders, filings, notices, findings of suitability, qualifications, franchises, entitlements, waivers, exemptions, variances, certificates of occupancy and other authorizations.

"Appurtenances" means all hereditaments and rights appurtenant to any Land, including (i) any easement or rights of way benefitting such Land, (ii) any water rights, air rights and minerals, oil, gas and other hydrocarbon substance rights appurtenant to such Land, and (iii) any interest in streets, alleys, or advantages and strips or gores appurtenant to any Land.

"Assets" means the Rivera Property, Somerset Gardens Property, Somerset House Property and Somerset Shopping Center Property.

"Assigned Permits" means the Permits permitted to be assigned or transferred under applicable Law, which Assigned Permits are set forth in Schedule 1.

"Assumed Contracts" means those Contracts which Buyer agrees to assume at the Asset Closing.

"Assumed Occupancy Agreements" means those Occupancy Agreements which Buyer agrees to assume at the Asset Closing.

"Business Day" means a day other than a Saturday, Sunday or other day on which banks in Las Vegas, Nevada are authorized or required by Law to close.

"Buyer Material Adverse Effect" means changes, events or effects that are materially adverse to the ability of Buyer to consummate the transactions contemplated by this Agreement on a timely basis, *provided*, that the following, individually and in the aggregate, shall be excluded from the definition of Buyer Material Adverse Effect: (i) any change in the travel, hospitality or gaming industries generally, (ii) any change in the financial, banking, currency or capital markets generally or (iii) the occurrence of any act of terrorism or the commencement or escalation of armed hostilities in the U.S. or internationally or the declaration of war by the U.S. Congress.

"Buyer's Knowledge" means the actual knowledge, after reasonable investigation, of Luke Puschnig, Esq.

"COBRA" means the requirements of Part 6 of Subtitle I of ERISA and Section 4980B of the Code and the regulations promulgated thereunder or applicable state law of similar intent, including any notice and disclosure obligations thereunder.

"Code" means the Internal Revenue Code of 1986.

"Contract" means all service contracts, maintenance contracts, vendor agreements, management contracts, equipment/furniture leases and all other contracts, commitments or

agreements (aside from the Occupancy Agreements) relating to the ownership, operation, management, leasing, maintenance, or repair of the Land or Improvements.

"Current Funds" means wire transfer, certified funds or cashier's checks in a form acceptable to the Escrow Agent that would permit the Escrow Agent to immediately distribute such funds.

"Environmental Claim" means any Proceeding, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (i) the presence, release of, or exposure to, any Hazardous Substances; or (ii) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Condition" means, as relating exclusively to the Land, the release into the environment of any Hazardous Substance as a result of which a Seller (i) has or may become liable to any Person for an Environmental Liability, (ii) is or was in violation of any Environmental Law, (iii) has or may be required to incur response costs for investigation or remediation, or (iv) by reason of which the Land may be subject to any Lien under Environmental Laws; *provided*, that none of the foregoing shall be an Environmental Condition if such matter was remediated or otherwise corrected prior to the Asset Closing in accordance with Environmental Laws.

"Environmental Laws" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (i) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (ii) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substances. The term "Environmental Law" includes the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Environmental Liabilities" means all Liabilities (including all reasonable fees, disbursements and expenses of counsel, expert and consulting fees and costs of investigations and feasibility studies and responding to government requests for information or documents) resulting

from any claim or demand by any Person under any Environmental Law or arising from Environmental Conditions relating exclusively to the Land.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“Environmental Permit” means any Approval, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“ERISA” means the Employee Retirement Income Security Act of 1974 and the rules and regulations thereunder.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Substance” means any pollutant, chemical, substance, contaminant, waste and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, and any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, whether naturally occurring or manmade, that is hazardous, toxic or words of similar import or regulatory effect, whether solid, liquid or gas, that is subject to regulation, control or remediation under applicable Environmental Laws, including any asbestos or asbestos-containing material, radon, radioactive materials or wastes, lead or lead-containing materials, polychlorinated biphenyls, urea formaldehyde foam insulation, PCBs, crude oil or any fraction thereof, and all forms of natural gas or petroleum products, or by-products or derivatives thereof.

“Improvements” mean any structures, improvements and fixtures on Land.

“Inspection Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Clark County, Nevada, sixty (60) days thereafter, or upon earlier termination of this Agreement

“Intellectual Property” means all intellectual property or other proprietary rights (including all (i) patents and patent applications, (ii) copyright registrations and applications, (iii) trademarks, service marks, trade dress and trade names, all applications and registrations for any of the foregoing, and all goodwill associated with the foregoing, (iv) domain names, and (v) all rights and remedies against past, present and future infringement, misappropriation or other violations thereof) owned or used by a Seller in connection with the Land.

“IRS” means the Internal Revenue Service, a division of the United States Treasury Department, or any successor thereto.

“Land” means the Rivera Parcel, Somerset Apartments Parcel, Somerset House Parcel, and Somerset Shopping Center Parcel.

"Law" means any foreign, federal, state or local law, statute, code, ordinance, rule, regulation, order, judgment, writ, stipulation, award, injunction, decree or arbitration award, policies, guidance, court decision, rule of common law or finding.

"Liabilities" mean any direct or indirect liabilities, indebtedness, obligations, commitments, costs, expenses, fees, disbursements, fines, penalties, sanctions, interests, claims, deficiencies, guaranties or endorsements of or by any Person of any type, whether accrued, past, present or future, absolute or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown.

"Liens" means any mortgages, pledges, liens, security interests, conditional or installment sale agreements, limitations or restrictions of any kind on voting rights or rights to transfer, rights of first refusal, put/call rights, encroachments, rights-of-way, easements, covenants, conditions, restrictions, defects in title, encroachments, assessments, charges, claims, adverse interests, or encumbrances of any kind or nature.

"Losses" means any and all damages, losses, deficiencies, Liabilities, payments, penalties, assessments, disbursements, fees, costs and expenses (including court costs and reasonable attorneys' fees and expenses), interest, penalties, and also including those arising from any and all Proceedings, including all appeals; *provided*, that Losses shall not include any consequential, indirect, speculative or punitive damages if such damages are not (i) due and owing with respect to, or in any way resulting from or relating to Third Party Claims and (ii) attributable to fraud, criminal activity, intentional or willful misconduct or gross negligence by the Parties hereto or their respective Affiliates.

"Non-Foreign Affidavit" means a FIRPTA (i.e., Foreign Investment in Real Property Tax Act of 1980) certificate conforming to United States Treasury Regulation §1.1445-2(b)(2)(i) and (iv)(B).

"Non-Assumed Contracts" means those Contracts which Buyer has not agreed to assume.

"Non-Assumed Occupancy Agreements" means those Occupancy Agreements which Buyer has not agreed to assume.

"Occupancy Agreements" means all leases, tenancy agreements, licenses, and all other occupancy agreements, including any and all amendments, addenda, riders and guaranties relating thereto, with respect to the Land or Improvements.

"Official Records" means the Official Records of the Office of the Recorder of Clark County, Nevada.

"Permits" means those Approvals of Governmental Authorities relating to the ownership, operation, management, maintenance or repair of the Land, Improvements or Personal Property.

"Permitted Liens" means, with respect to a Seller's ownership of the Assets, (i) Liens for assessments and other governmental charges not delinquent, (ii) Liens for Taxes not yet due and payable, (iii) mechanics' and materialmen's Liens not filed of record and similar charges not delinquent, (iv) rights of tenants under Assumed Occupancy Agreements, which have been



disclosed by a Seller to Buyer and the Title Company in conjunction with the issuance of the Somerset Gardens Title policy and the Somerset Shopping Center Title Policy, (v) with respect to the Rivera Parcel, all matters disclosed by the Rivera Title Commitment (including Exception Numbers 1 through 9, inclusive, of Schedule B, Part Two, thereof), or the Title Policy, (vi) with respect to the Somerset Gardens Parcel, all matters disclosed by the Somerset Gardens Title Commitment (including Exception Numbers 1 through 7, inclusive, of Schedule B, Part Two thereof of the Title Policy), (vii) with respect to the Somerset House Parcel, all matters disclosed by the Somerset House Title Commitment (including Exception Numbers 1 through 8, inclusive, of Schedule B, Part Two thereof or the Title Policy), (viii) with respect to the Somerset Shopping Center Parcel, all matters disclosed by the Somerset Shopping Center Title Commitment (including Exception Numbers 1 through 16, inclusive, of Schedule B, Part Two thereof or the Title Policy), (ix) any Assumed Liability, (x) any Lien created or suffered by Buyer, (xi) any matter the Title Company at the Asset Closing insures over or for which it otherwise provides affirmative title coverage reasonably satisfactory to Buyer in the Title Policy, (xii) zoning and subdivision ordinances, terms and conditions of licenses, permits and other Approvals for the Land, and the Laws of any Governmental Authority having jurisdiction over the Land, and (xiii) other Permitted Liens expressly identified in this Agreement.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or "group" (as defined in Rule 13d-5(b)(1) under the Exchange Act).

"Personal Property" means all furniture, furnishings, appliances, equipment, equipment manuals, vehicles, computer hardware, software, point of sale equipment, maintenance equipment, tools, signs and signage, and all other tangible personal property and all Intellectual Property used or held in connection with the ownership, operation, management, leasing, maintenance, or repair of the Land or Improvements.

"Post-Asset Closing Tax Period" means any Tax Period beginning after the Asset Closing Date and that portion of any Straddle Period beginning after the Asset Closing Date.

"Pre-Asset Closing Tax Period" means any Tax Period ending on or before the Asset Closing Date and that portion of any Straddle Period ending on or before the Asset Closing Date.

"Proceeding" means any lawsuit, claim, action, demand, proceeding, arbitration, litigation, audit or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Property Books and Records" all books and records of a Seller relating to its Land, Improvements, Assumed Contracts, Assumed Occupancy Agreements, Assigned Permits, and Personal Property (except to the extent related exclusively to the Excluded Liabilities or the Excluded Assets), whether in hard copy or digital or electronic format, that are in such Seller's possession or control.

"Rivera Parcel" means that certain real property owned by Rivera consisting of approximately 0.34 gross acres, plus or minus, of vacant land, together with its Appurtenances, located in Clark County, Nevada, and currently designated as Clark County Assessor's Parcel No. 162-09-703-004.

"Rivera Property" means the Rivera Parcel, and all Appurtenances, Improvements, Assumed Contracts, Assumed Occupancy Agreements, Assigned Permits, Personal Property, and Property Books and Records relating to the Rivera Parcel.

"Rivera Title Commitment" means that certain First Amended Title Commitment for the Rivera Parcel, issued May 8, 2018 and dated April 26, 2018 at 7:30 A.M., obtained by Buyer and issued by the Title Company, Order Number NCS-903388-HHLV, a copy of which has been furnished to Rivera, and Buyer acknowledges receipt of the Rivera Title Commitment as evidence of the status of Rivera's title to the Rivera Parcel.

"Seller Benefit Plans" means all Employee Benefit Plans sponsored by a Seller, or its respective Affiliates for the benefit of the Employees, including any 401(k) plan in which the Employees are permitted to participate. For purposes of this Agreement, "Employee Benefit Plans" means: (i) "employee welfare benefit plans," within the meaning of Section 3(1) of ERISA; (ii) "employee pension benefit plans," within the meaning of Section 3(2) of ERISA; and (iii) material bonus, stock option, stock purchase, restricted stock, incentive, fringe benefit, profit-sharing, pension or retirement, deferred compensation, medical, life insurance, disability, accident, salary continuation, severance, accrued leave, vacation, sick pay, sick leave, supplemental retirement and unemployment benefit plans, programs, arrangements, commitments, policies and/or practices (whether or not insured).

"Seller Material Adverse Effect" means changes, events or effects that are materially adverse to the condition, ownership or possession of the Assets or the ability of a Seller to consummate the transactions contemplated by this Agreement on a timely basis, *provided*, that the following, individually and in the aggregate, shall be excluded from the definition of Seller Material Adverse Effect: (i) any change in the travel, hospitality or gaming industries generally, (ii) any change in the financial, banking, currency or capital markets generally or (iii) the occurrence of any act of terrorism or the commencement or escalation of armed hostilities in the U.S. or internationally or the declaration of war by the U.S. Congress.

"Seller's Knowledge" means the actual knowledge, after reasonable investigation, of Pat Schlitz.

"Somerset Gardens Parcel" means that certain real property owned by Somerset Gardens consisting of approximately 3.51 gross acres, plus or minus, of improved land, together with its Appurtenances and Improvements, located in Clark County, Nevada, and currently designated as Clark County's Assessor's Parcel No. 162-09-703-005. The Improvements on the Somerset Gardens Parcel include a 120-unit apartment complex.

"Somerset Gardens Property" means the Somerset Gardens Parcel, and all Appurtenances, Improvements, Assumed Contracts, Assumed Occupancy Agreements, Assigned Permits, Personal Property, and Property Books and Records relating to the Somerset Gardens Parcel.

"Somerset Gardens Title Commitment" means that certain First Amended Title Commitment for the Somerset Gardens Parcel, issued May 24, 2018 and dated May 10, 2018 at 7:30 A.M., obtained by Buyer and issued by the Title Company, Order Number NCS-903386-HHLV, a copy of which has been furnished to Somerset Gardens, and Buyer acknowledges receipt

of the Somerset Gardens Title Commitment as evidence of the status of Somerset Gardens' title to the Somerset Gardens Parcel.

"Somerset House Parcel" means that certain real property owned by Somerset House consisting of approximately 1.25 acres, plus or minus, of vacant land (with the exception of a building foundation for a previously existing motel), together with its Appurtenances, located in Clark County, Nevada, and currently designated as Clark County's Assessor's Parcel No. 162-09-803-001.

"Somerset House Property" means the Somerset House Parcel, and all Appurtenances, Improvements, Assumed Contracts, Assumed Occupancy Agreements, Assigned Permits, Personal Property, and Property Books and Records relating to the Somerset House Parcel.

"Somerset House Title Commitment" means that certain First Amended Title Commitment for the Somerset House Parcel, issued May 24, 2018 and dated May 11, 2018 at 7:30 A.M., obtained by Buyer and issued by the Title Company, Order Number NCS-903387-HHLV, a copy of which has been furnished to Somerset House, and Buyer acknowledges receipt of the Somerset House Title Commitment as evidence of the Status of Somerset House's title to the Somerset House Land.

"Somerset Shopping Center Parcel" means that certain real property owned by Somerset Shopping consisting of approximately 3.2 gross acres, plus or minus, of improved land, together with its Appurtenances and Improvements, located in Clark County, Nevada, and currently designated as Clark County's Assessor's Parcel No. 162-09-802-001. The Improvements on the Shopping Center Parcel include an approximately 43,680 square foot shopping center building.

"Somerset Shopping Center Property" means the Somerset Shopping Center Parcel, and all Appurtenances, Improvements, Assumed Contracts, Assumed Occupancy Agreements, Assigned Permits, Personal Property, and Property Books and Records relating to the Somerset Shopping Center Parcel.

"Somerset Shopping Center Title Commitment" means that certain First Amended Title Commitment for the Somerset Shopping Center Parcel, issued May 24, 2018 and dated May 11, 2018 at 7:30 A.M., obtained by Buyer and issued by the Title Company, Order Number NCS-903382-HHLV, a copy of which has been furnished to Somerset Shopping Center, and Buyer acknowledges receipt of the Somerset Shopping Center Title Commitment as evidence of the status of Somerset Shopping's title to the Somerset Shopping Center Parcel.

"Straddle Period" means any Tax Period that begins on or before and ends after the Asset Closing Date.

"Tax" or "Taxes" means any and all taxes, charges, fees, levies, tariffs, duties, liabilities, impositions or other assessments of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any tax authority or other Governmental Authority, including income, gross receipts, profits, gaming, live entertainment, excise, real or personal property, environmental, sales, use, value-added, ad valorem, withholding, social security, retirement, employment, unemployment, workers' compensation, occupation, service, license, net worth, capital stock, payroll, franchise, gains,

stamp and transfer taxes, and shall include any liability for the taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or foreign Law), or as a transferee or successor, by contract, or otherwise.

"Tax Period" means any period prescribed by any Governmental Authority with respect to Taxes for which a Tax Return is required to be filed for any Taxes that are required to be paid by a Seller.

"Tax Return" any report, return (including any information return), claim for refund, election, estimated Tax filing or payment, request for extension, document, declaration or other information or filing required to be supplied to any Governmental Authority with respect to Taxes, including attachments and schedules thereto and amendments thereof.

"Title Commitments" means the Rivera Title Commitment, the Somerset Gardens Title Commitment, the Somerset House Title Commitment and the Somerset Shopping Center Title Commitment.

"Title Company" or "Escrow Agent" means First American Title Insurance Company, 2500 Paseo Verde Parkway, #120, Henderson, Nevada 89074, Telephone: (702) 731-4131, Facsimile: (866) 289-5654, Attn: Nikki Prine.

"Title Policy" means an ALTA extended coverage owner's policy of title insurance to be issued by the Title Company to Buyer in an amount equal to the Purchase Price, insuring that Buyer has fee simple title to the Land, subject only to: Exception Numbers 1 through 9, inclusive, appearing on Schedule B, Part Two, of the Rivera Title Commitment; Exception Numbers 1 through 7, inclusive, appearing on Schedule B, Part Two, of the Somerset Gardens Title Commitment, and rights of tenants under Assumed Occupancy Agreements disclosed by Somerset Gardens to Buyer and the Title Company; Exception Numbers 1 through 8, inclusive, appearing on Schedule B, Part Two, of the Somerset House Title Commitment; and Exception Numbers 1 through 16, inclusive, appearing on Schedule B, Part Two, of the Somerset Shopping Center Title Commitment, and rights of tenants under Assumed Occupancy Agreements disclosed by Somerset Shopping to Buyer and the Title Company.

"Transaction Documents" means this Agreement and any and all other documents executed in connection with this Agreement.

In addition to the terms defined above, the following terms are defined elsewhere in this Agreement, as indicated below:

<u>Terms</u>	<u>Cross Reference in Agreement</u>
Agreement	Preamble
Asset Closing	Section 7.1
Asset Closing Date	Section 7.1
Assumed Liabilities	Section 2.4
Buyer	Preamble
Buyer Affiliated Parties	Section 10.2
Buyer Counsel	Subsection 11.5.1
Buyer Indemnitees	Section 13.2

<b><u>Terms</u></b>	<b><u>Cross Reference in Agreement</u></b>
Buyer's Inspections and Surveys	Section 5.3
Buyer's Inspectors	Subsection 5.2.1
Closing Statement	Subsection 7.3.9
Convention Center LV Litigation	Subsection 2.4.4
Counterclaims	Section 11.5
Current Diligence Materials	Section 5.1
Disclosures	Section 10.1
Effective Date	Preamble
Employees	Subsection 2.5.4
Escrow	Section 3.1
Excluded Assets	Section 2.2
Excluded Liabilities	Section 2.5
Governmental Authority	Subsection 8.2.3
Grant, Bargain and Sale Deed	Subsection 7.4.1
Lease Payments	Subsection 7.3.4
Materially Damaged	Section 12
Purchase Price	Section 4
Rivera	Preamble
Seller	Preamble
Seller Indemnitees	Section 13.3
Somerset Gardens	Preamble
Somerset House	Preamble
Somerset Shopping	Preamble
Transfer	Section 2.1

## **2. Purchase and Sale of Assets; Assumed and Excluded Liabilities.**

**2.1. Purchase and Sale of Assets.** Upon the terms and subject to the conditions set forth in this Agreement, Sellers agree to sell, assign, convey, transfer and deliver ("Transfer") their respective interests in the Assets to Buyer, other than Permitted Liens, all of the respective right, title and interest of Sellers in and to the Assets.

**2.2. Excluded Assets.** Notwithstanding anything to the contrary contained in this Agreement, from and after the Asset Closing, the Assets shall not include, and Sellers shall retain all of their respect right, title and interest in and to, each and all of the assets which are not specifically included in the definition of the Assets (collectively, the "Excluded Assets"), including:

- 2.2.1. The capital stock, equity or other ownership interest in each Seller;
- 2.2.2. the Permits that are not Assigned Permits, listed in Schedule 2.2.2;
- 2.2.3. the books and records of a Seller which are not Property Books and Records;
- 2.2.4. cash and cash equivalents;

2.2.5. any rights, claims, causes of action, credits or rights of setoff against third parties (including all indemnities, warranties and similar rights) in favor of Sellers, or any of their Affiliates, to the extent relating to (i) any Excluded Asset, or (ii) any Excluded Liability;

2.2.6. the organizational documents, minutes, resolutions, written consents and corporate books, ledgers and records, seals and Tax Returns (including supporting schedules) of Sellers or their respective Affiliates;

2.2.7. all refunds, credits, claims or entitlements with respect to Taxes to the extent imposed with respect to the Assets for any Pre-Asset Closing Tax Period (or portion thereof);

2.2.8. all human resources and other employee-related files and records of Sellers and their respective Affiliates;

2.2.9. other than the Property Books and Records, all data, files and other materials of Sellers, or any of their Affiliates, on any storage device (including personal computers and servers) located on the Land;

2.2.10. all Non-Assumed Contracts

2.2.11. all Non-Assumed Occupancy Agreements;

2.2.12. all Seller Benefit Plans; and

2.2.13. all of Sellers' rights under this Agreement.

**2.3. Retention of Excluded Assets.** Notwithstanding anything to the contrary contained in this Agreement, Sellers may retain at their own cost and expense one archival copy of the Property Books and Records for Sellers' files and records and use.

**2.4. Assumption of Certain Liabilities.** Upon the terms and subject to the conditions set forth in this Agreement, upon the Asset Closing Buyer agrees to assume, and agrees to satisfy, perform, pay, discharge and be solely responsible for each of the Liabilities set forth below (the "Assumed Liabilities").

2.4.1. all Liabilities relating to the Assets accruing, or arising out of or relating to events, occurrences, pending or threatened Proceedings, acts and omissions happening, from and after the Asset Closing;

2.4.2. all Liabilities for Taxes imposed in respect of Buyer's ownership of the Assets for any Post-Asset Closing Tax Period;

2.4.3. all Environmental Liabilities resulting from, caused by or arising out of ownership, operation or control of the Land and Improvements by the Seller and its Affiliates, and any of their predecessors (including prior Land owners), agents, representatives or tenants (except for any tenant directly responsible for causing an Environmental Liability), whether arising before or after the Asset Closing, including any Liability relating to contamination or exposure to Hazardous Substances at or attributable to the Land and Improvements; and

2.4.4. subject to fulfilment and satisfaction of the terms and conditions of Section 11.5, all Liabilities arising from and after the Asset Closing or the fulfilment and satisfaction of the terms and conditions of Section 11.5, whichever is later, on the part of the defendants in respect to that certain Proceeding, currently pending in the District Court, Clark County, Nevada captioned, Convention Center LV Holdings LLC, a Nevada limited liability company vs. Irwin Kushner Revocable Trust, Irwin Kushner, individually and as trustee of the Irwin Kushner Revocable Trust; Kushner 1993 Trust; Sara Kushner, individually and as trustee of the Kushner 1993 Trust, Kushner 1989 Trust; Tina Walls, as trustee of the Kushner 1989 Trust; Somerset Shopping Center LP, Case No. A-16-739107-C, (the "Convention Center LV Litigation").

**2.5. Excluded Liabilities.** Notwithstanding anything contained in this Agreement to the contrary, the Assumed Liabilities shall not include, and, from and after the Asset Closing, Sellers and their Affiliates shall retain all Liabilities other than the Assumed Liabilities (the "Excluded Liabilities"). Without limitation Excluded Liabilities include:

2.5.1. all Liabilities of a Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement and the transactions contemplated hereby, including fees and expenses of counsel, accountants, consultants, and advisors to Seller;

2.5.2. except as provided in Subsection 2.4.3, all Liabilities relating to any of the Assets accruing, or arising out of or relating to events, occurrences, pending or threatened Proceedings, acts or omissions happening prior to the Asset Closing and not arising out of Buyer's Inspections and Surveys upon the Land;

2.5.3. all Liabilities relating to any of the Permitted Liens accruing, or arising out of or relating to events, occurrences, pending or threatened Proceedings, acts or omissions happening prior to the Asset Closing;

2.5.4. all Liabilities relating to any employees of a Seller or its Affiliates who work at the Land (collectively, the "Employees"), including (i) any payroll, wages and salaries, vacation days, sick days, personal days, and other compensation-related items, (ii) any obligations under or related to Seller Benefit Plans, including COBRA benefits, and (iii) any obligations under or relating to unfunded pension liabilities, pension trust fund liabilities, retirement plan obligations, severance obligations and bonus plans;

2.5.5. all Liabilities for Taxes imposed, arising out of, relating to, or in respect of the Assets for any Pre-Asset Closing Tax Period and any Liabilities for Taxes imposed on a Seller in respect of the consummation of the transactions contemplated hereby;

2.5.6. all Liabilities relating to the Excluded Assets;

2.5.7. all Liabilities under the Non-Assumed Contracts;

2.5.8. all Liabilities under the Non-Assumed Occupancy Agreements; and

2.5.9. all Liabilities associated with debt, loans, credit facilities, accounts payable of a Seller or Affiliates of a Seller.

**3. Opening of Escrow.**

**3.1. Escrow.** The Transfer of the Assets as contemplated in this Agreement shall be consummated through an escrow (the "Escrow") to be established by and with Escrow Agent. The Escrow shall be opened following delivery to Escrow Agent of a copy of this Agreement executed by Sellers and Buyer.

**3.2. Escrow Instructions.** Escrow Agent is authorized and instructed to act in its capacity as Escrow Agent with the Escrow in accordance with the provisions of this Agreement and with the Escrow Agent's standard general sale escrow provisions to complete the Transfer of the Assets. The Parties shall sign escrow instructions consistent herewith within twenty (20) days following the opening of Escrow by the Escrow Agent, and the Parties thereafter shall immediately deposit the same with the Escrow Agent. In the event of a conflict between the terms of such standard general sale escrow provisions and the terms of this Agreement, the terms of this Agreement shall prevail as between Sellers and Buyer.

**3.3. Costs of Escrow in Connection with Failure to Consummate Asset Closing.** Should the Asset Closing not occur following the expiration of the Inspection Period because of a default or breach of this Agreement by Buyer, the costs of terminating the Escrow and the cost of the Title Commitments shall be paid by Buyer. Should the Asset Closing not occur because of a default or breach of this Agreement by a Seller, the costs of terminating the Escrow and the cost of the Title Commitments shall be paid by Sellers. Should the Asset Closing not occur for any reason other than a default or breach of this Agreement by Seller or Buyer, the cost of terminating the Escrow and the cost of the Title Commitments shall be divided equally between Buyer and Sellers.

**4. Purchase Price.** In consideration for the Assets, Buyer agrees to assume the Assumed Liabilities and to pay the aggregate sum of Forty-Nine Million Eight Hundred Thousand and No/100ths Dollars (\$49,800,000.00) ("Purchase Price") for the Assets. The Purchase Price will be paid at the Asset Closing through Escrow in Current Funds. Sellers shall be solely responsible for communicating to and instructing Escrow Agent regarding the allocation of the Purchase Price amongst Sellers in respect to their respective Land. Failure or delay in Sellers providing such information shall not be a basis or reason for the Parties or Escrow Agent to delay or fail to effectuate the Asset Closing.

**5. Buyer's Inspections and Investigations; Buyer's Contingencies.** The Asset Closing is subject to the following:

**5.1. Review of Diligence Materials.** Sellers shall, no later than twenty (20) days after the Effective Date, provide Buyer (or make available for Buyer's inspection) copies of the following records and items that relate to the Assets (to the extent the same are in Sellers' possession or control):

5.1.1. All plans, site plans, architectural, engineering and utility renderings, drawings, sketches and specifications, and operating and maintenance manuals with respect to the Land and Improvements;



5.1.2. All environmental, engineering, geotechnical, soil and substrata reports, studies, assessments and surveys with respect to the Land and Improvements;

5.1.3. All ALTA and similar surveys and maps of the Land and Improvements;

5.1.4. All conditions, covenants & restrictions (CC&Rs) governing the Land;

5.1.5. All Permits;

5.1.6. All operating and maintenance manuals with respect to the Land and Improvements and Personal Property;

5.1.7. All insurance policies and certificates for the current and previous years with respect to the Land and Improvements and Personal Property;

5.1.8. All utility deposits or bonds, and valuation notices, bills, invoices, or statements and receipts and proofs of payment for real property Taxes, personal property Taxes, special assessments, association fees or dues and any other fees, dues and Taxes applicable to the Land and Improvements for the current year and the three (3) years preceding the current year;

5.1.9. All Contracts and Contract files;

5.1.10. All Occupancy Agreements and all Occupancy Agreement files;

5.1.11. Copies of any current, pending or threatened debts, duties, obligations, liabilities, liens, suits, claims, demands, actions, causes of action, damages, losses, costs and expenses, including legal expenses and attorneys' fees relating to the Land, Improvements and Personal Property;

5.1.12. All governmental notices regarding uncured violations of Laws relating to the Land and Improvements; and

5.1.13. All other books, records, documents, files and reports pertaining to the ownership, operation, use, management, maintenance and repair of the Land and Improvements;

(all of the foregoing items being collectively referred to as the "Current Diligence Materials"). In the event the Asset Closing is not consummated for any reason, all Current Diligence Materials provided to Buyer by Sellers shall be returned promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Sellers and shall not be disclosed to any third parties (except as may be required by Law or upon court order) without the prior consent of Sellers, which consent may be withheld in Sellers' discretion.

## **5.2. Physical Inspections; Entry onto Land; Insurance.**

5.2.1. **Due Diligence.** Sellers hereby grant to Buyer, its agents, representatives, employees, contractors and designees ("**Buyer's Inspectors**") during the Inspection Period and throughout the term of this Agreement a non-exclusive license to enter upon the Land for the purpose of conducting Buyer's Inspections and Surveys of the Land as Buyer may in its sole and absolute discretion deem appropriate, necessary, or prudent, but without any interference with any tenant's leasehold rights on the Land. Buyer's Inspections and Surveys on the Land are subject to the qualifications and limitations of **Subsection 5.2.2.**

5.2.2. **Notification and Insurance.** Prior to Buyer's Inspectors entering upon the Land for purposes of Buyer's Inspections and Surveys, Buyer shall (1) give twenty-four (24) hours prior notice of such entry to the designated representative of Sellers, as directed by Sellers, (2) ensure that Buyer's Inspectors are aware that the Somerset Gardens Parcel is being operated as an apartment complex and that the Somerset Shopping Center Parcel is being operated as a shopping center with tenants, and common areas and parking facilities, such that any work-sites or areas thereon utilized for Buyer's Inspections and Surveys shall be fully secured in a manner so as to protect any person or property in the vicinity of such Buyer's Inspections and Surveys, and must be conducted in a manner so as not to constitute a nuisance or disturbance to existing tenants, and (3) provide Sellers with certificates of insurance showing that Buyer's Inspectors are insured under commercial general liability insurance, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and workers' compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000.00 each limit. Such liability insurance policy shall be primary and non-contributory to any insurance maintained by Sellers; shall be issued by an insurer licensed to write insurance and do business in Nevada, and such insurer shall include Sellers as an additional insured thereunder. Representatives of Sellers shall have the right (but not the obligation) to accompany Buyer's Inspectors during Buyer's Inspections and Surveys; provided, however, in no event shall any invasive testing or procedures be performed by Buyer's Inspectors without prior written consent of Seller. Buyer, at its sole cost and expense, agrees to restore the Land to the original condition it was in immediately prior to Buyer's Inspectors entry on account of any changes on the Land made by Buyer's Inspectors during the course of Buyer's Inspections and Surveys.

5.3. **Buyer's Inspections and Surveys.** As part of Buyer's Inspections and Surveys, Buyer's Inspectors may examine the condition, quality, zoning and potential uses of the Land and conduct all investigations, inquiries, evaluations, financial and financial viability analysis and studies, suitability studies, tests, examinations and inspections of the Land that Buyer, in its sole and absolute discretion, deems necessary, appropriate, prudent or advisable, including, but not limited to, any surveys, engineering studies, soils condition studies, dirt balance studies, drainage studies, utility requirement and accessibility studies, flood plan studies, airport and transportation related noise pollution studies, arterial location studies, inspections or studies relating to the existence or extent of any perils, hazardous conditions, Hazardous Substances, or undesirable conditions upon the Land, investigations as to the zoning or uses of the Land or compliance with Laws, inspections as to the existence or physical condition of any roads, trails, highways or other ways to, upon or across the Land, the availability of water, sewer and other utilities to the Land, and the existence of any proposed imposition, assessments or condemnations and gather other information relevant to the Land to fully familiarize itself therewith and all matters pertaining thereto, and to fully satisfy itself of the accuracy or inaccuracy or completeness or lack

of completeness of the documents or information provided by Sellers or other sources providing documents or information and any and all other matters in any way affecting the Assets (collectively referred to in this Agreement as "Buyer's Inspections and Surveys").

**5.4. Buyer's Hold Harmless in Connection with Buyer's Inspection and Surveys.** Except for those which may result from the negligence or willful misconduct of a Seller, or those which are the result of the condition of the Assets (without being altered or impacted by Buyer), Buyer shall be liable for all damages or for injury to persons or property resulting from Buyer's Inspections and Surveys, occasioned by the acts of Buyer's Inspectors and Buyer shall indemnify and hold harmless Sellers from any liability resulting therefrom. The obligations of Buyer under this Section 5.4 will survive Asset Closing or earlier termination of this Agreement.

**5.5. Limits on Buyer's Destructive Testing.** In connection with Buyer's Inspections and Surveys, Buyer agrees that Buyer's entry into or destructive testing of any apartment units on the Somerset Gardens Parcel or any premises on the Somerset Shopping Center Parcel shall be limited to unoccupied areas.

**5.6. No Liens.** Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Liabilities incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Land or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer's Inspectors in connection with Buyer's Inspection and Surveys. The provisions of this Section 5.6 will survive the Asset Closing or other termination of this Agreement.

**5.7. Contracts and Occupancy Agreements.** Prior to the expiration of the Inspection Period, Buyer will notify Seller of any Contracts and Occupancy Agreements which Buyer will agree to assume at the Asset Closing (i.e., the Assumed Contracts and Assumed Occupancy Agreements), as determined by Buyer in Buyer's discretion. Seller must, effective on or before the Asset Closing, terminate any Contracts and Occupancy Agreements not agreed to be assumed by Buyer (i.e., the Non-Assumed Contracts and Non-Assumed Occupancy Agreements). Seller shall give notices of termination for all Non-Assumed Contracts and Non-Assumed Occupancy Agreements not expressly assumed by Buyer effective no later than the Asset Closing Date.

**5.8. Right to Terminate Before Expiration of Inspection Period.** Notwithstanding anything contained within this Agreement to the contrary, Sellers expressly acknowledge, understand and agree that Buyer shall have the sole, absolute and unconditional right to terminate this Agreement, for any reason or no reason whatsoever, Buyer, in its sole and absolute discretion deems advisable, appropriate or necessary, at any time up to the expiration of the Inspection Period. Sellers further acknowledge, understand and agree that Buyer has the right to so terminate this Agreement, regardless of whether Sellers would be willing or able to cure any such matter. Should Buyer elect to exercise its termination right, Buyer shall send a written termination notice to Sellers and Escrow Agent prior to the expiration of the Inspection Period. If Buyer fails to timely send a termination notice or sends an approval notice to Sellers, then Buyer shall be deemed to have waived its termination right and to have elected to proceed to the Asset Closing. If this Agreement is terminated as provided in this Section 5.8, the Parties will have no

further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement.

**5.9. Buyer's Board of Directors Approval Contingency.** The obligation of Buyer under this Agreement to consummate the Asset Closing is expressly contingent upon approval of this Agreement and the transactions contemplated hereunder by Buyer's Board of Directors, and there being no objections or Proceedings filed or pending following such approval by Buyer's Board of Directors opposing the Transfer.

**6. Title.**

**6.1. Title Condition at Asset Closing.** Each Seller shall deliver good and marketable fee simple title to its Land to Buyer at the Asset Closing, free and clear of all Liens, except for Permitted Liens.

Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligations under this Agreement are contingent upon Buyer receiving Title Company's irrevocable commitment by the expiration of the Inspection Period and through the Asset Closing to issue to Buyer as of the Asset Closing the Title Policy insuring Buyer's fee simple title in the Land in the amount of the Purchase Price showing title to the Land vested in Buyer or Buyer's nominee subject only to the Permitted Liens. Notwithstanding the foregoing, in the event the Title Company refuses to cooperate in the fulfillment of this contingency, Sellers shall have the right (with Buyer's reasonable cooperation) to find a substitute title company to issue the same policy of title insurance required hereunder, so long as such substitute title company shall be licensed in the State of Nevada to insure title, and have sufficient financial strength to be able to insure title as required hereunder.

**6.2. Refund of Pre-Paid Property Taxes.** With respect to Taxes within the category of general real property taxes, special or other governmental assessment and supplemental real property taxes and ad valorem taxes pertaining to the Land for the period in which the Asset Closing occurs, Sellers will be responsible (with reasonable cooperation from Buyer, as may be requested by Sellers) to obtain any refund thereof for the period after the Asset Closing because Buyer is a governmental entity and does not pay such Taxes and the payment thereof will not be prorated at the Asset Closing.

**7. Asset Closing.**

**7.1. Asset Closing Date.** The closing of the purchase and sale of the Assets and the assumption of the Assumed Liabilities ("Asset Closing") shall take place on the date that is thirty (30) days following the expiration of the Inspection Period, or at such other earlier or later time as may be mutually agreed to by the Parties in writing (the "Asset Closing Date"). For clarity and avoidance of doubt, the Asset Closing is the event at and under which Rivera will Transfer to Buyer the Rivera Property, Somerset Gardens will Transfer to Buyer the Somerset Gardens Property, Somerset House will Transfer to Buyer the Somerset House Property, and Somerset Shopping will Transfer to Buyer the Somerset Shopping Center Property, and Buyer will assume the Assumed Liabilities and tender (to Escrow) the Purchase Price for the Assets.

Notwithstanding anything to the contrary contained in this Agreement, Buyer shall have no duty, obligation or responsibility to consummate the Asset Closing in the event any Seller should fail to satisfy or comply with any of its duties or obligations to effectuate the Asset Closing.

**7.2. Location.** The Asset Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

**7.3. Closing Costs and Prorations.**

**7.3.1. Closing Fees.** At the Asset Closing, Sellers and Buyer will each pay one-half of any escrow fees. At the Asset Closing, Buyer will pay any state or local transfer taxes, real estate excise tax, or any similar taxes or fees attributable to the transaction contemplated in this Agreement. Buyer also shall be solely responsible and shall pay any sales and use taxes applicable to the Personal Property, if any, and all fees and expenses in connection with Buyer's financing (if any). Sellers shall pay all fees incurred or required by Escrow Agent to record the Grant, Bargain, Sale Deed and removing any Liens from title that Seller is obligated to remove. Any costs or fees incurred to transfer guaranties or warranties to Buyer, if any, shall be paid by Buyer. Any other fees and costs will be paid by, or shared by, Buyer and Sellers in accordance with local custom in Clark County, Nevada.

**7.3.2. Title Policy.** Sellers shall pay for the cost of the Title Policy but only up to the cost charged by Title Company for a CLTA owners policy of title insurance; and Buyer shall pay any cost of the Title Policy charged by Title Company beyond a CLTA owners policy of title insurance, including ALTA extended coverage and the cost of any and all endorsements to the Title Policy in respect to any Permitted Lien. The cost of any title survey of the Land obtained by Buyer will be borne by Buyer.

**7.3.3. Taxes and Fees.** Taxes within the category of real estate Taxes for the year of Asset Closing and annual municipal or special district assessments (on the basis of the actual fiscal Tax years for which such Taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Asset Closing Date between Buyer and Sellers. If the tax bill for the real estate tax year in which the Asset Closing occurs has not been issued on or before the day prior to the Asset Closing Date, the apportionment of taxes will be computed based upon the most recent tax bill available and shall be reconciled after the Asset Closing based on the actual taxes due. If, on the day prior to the Asset Closing Date, bills for the real estate taxes imposed upon the Land for the real estate tax year in which the Asset Closing occurs have been issued but have not been paid, such taxes shall be paid at the time of the Asset Closing.

**7.3.4. Rent.** Rent (including any prepaid rent) (collectively, "Lease Payments") in respect to Assumed Occupancy Agreements will be apportioned as of the Asset Closing Date. All Lease Payments which are attributable to the period of time prior to the Asset Closing Date will accrue to the Seller. All Lease Payments which are attributable to the period of time after the Asset Closing Date shall accrue to Buyer. If the Asset Closing occurs on a day other than the first day of a calendar month, then Buyer shall receive a credit at the Asset Closing for the portion of the Lease Payments actually received by the Seller for the month of Asset Closing relating to the period of time after the Asset Closing Date through the remaining portion of the month. In the event that as of the Asset Closing a tenant is in arrears for Lease Payments, then

Buyer and Sellers agree that unless a payment is designated to be applied to a specific period of time or obligation by such tenant, any Lease Payments received by Buyer from and after the Asset Closing shall be applied: (i) first, to Lease Payments first due for the time period prior to the month in which the Asset Closing Date occurs; (ii) second, to payment of the Lease Payments due for the month in which the Asset Closing Date occurs, which amount shall be apportioned between Buyer and the Seller as of the Asset Closing Date; and (iii) third, to Lease Payments first coming due after the Asset Closing and applicable to the period of time after the Asset Closing. Any amounts received by Buyer which are to be applied to Lease Payments owed to the Seller shall be promptly delivered by Buyer to the Seller following receipt thereof. Notwithstanding the foregoing, after the Asset Closing, the Seller may commence an action to collect delinquent Lease Payments due to Seller (and Buyer shall reasonably cooperate with respect thereto); *provided, however*, Seller shall not commence an eviction proceeding against any tenant under an Assumed Occupancy Agreement after the Asset Closing.

7.3.5. **Other Apportionments.** Amounts payable, or prepaid, under the Assumed Contracts and other operation and maintenance expenses and other recurring costs with respect to the Assets will be apportioned as of the Asset Closing Date. The Sellers shall pay all sums due in connection with the termination of any Non-Assumed Contracts and Non-Assumed Occupancy Agreements. The Sellers shall be entitled to a refund of any deposits posted by Seller in connection with any Assumed Contracts.

7.3.6. **Tenant Deposits.** At the Asset Closing, Buyer will receive a credit for all deposits (including any applicable interest required by applicable law or contract) and other prepaid items then held by or for Seller under the Assumed Occupancy Agreements.

7.3.7. **Utility Readings.** Sellers shall use reasonable efforts to obtain readings of the utility meters on the Land to a date no sooner than two (2) Business Days prior to the Asset Closing Date. At or prior to the Asset Closing, Seller shall pay all charges based upon such meter readings. However, if after reasonable efforts Sellers are unable to obtain readings of any meters prior to the Asset Closing, the Asset Closing will be completed without such readings and upon the obtaining such readings after the Asset Closing, Seller shall promptly pay the pre-Asset Closing charges as reasonably determined by Seller and Buyer based upon post-Asset Closing readings.

7.3.8. **Attorney Fees.** Each Party shall pay its own attorney fees incurred with respect to this transaction.

7.3.9. **Preliminary Closing Statement.** Sellers and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the "**Closing Statement**") on the basis of the Assumed Occupancy Agreements, Assumed Contracts, real estate taxes and other sources of income and expenses for the Assets on or prior to the Asset Closing Date. All apportionments and prorations provided for hereunder to be made as of the Asset Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Asset Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Asset Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

7.3.10. **Post-Closing Reconciliation.** If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than one hundred twenty (120) days after the Asset Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

7.3.11. **Other Costs and Survival.** All other costs not addressed under Section 7.3 will be paid in accordance with the custom followed in Clark County, Nevada. The provisions under this Section 7.3 will survive the Asset Closing for a period of one (1) year.

#### **7.4. Deliveries at Asset Closing.**

7.4.1. **Deliveries by Seller.** At or prior to the Asset Closing, each Seller shall execute and deliver (or cause to be executed and delivered) to the Title Company.

7.4.1.1. **Grant, Bargain and Sale Deed.** A duly executed and acknowledged grant bargain sale deed (the "Grant, Bargain and Sale Deed"), in a form substantially similar to that attached to this Agreement as Exhibit A conveying its fee simple interest in its Land to Buyer. It is expressly understood and agreed that the vesting of title to the Land in Buyer under the Grant, Bargain and Sale Deed shall be set forth as "County of Clark (Las Vegas Convention and Visitors Authority);"

7.4.1.2. **Non-Foreign Affidavit.** A Non-Foreign Affidavit in a form substantially similar to that attached to this Agreement as Exhibit B;

7.4.1.3. **Bill of Sale and Assignment.** A Bill of Sale and Assignment for the Personal Property and Property Books and Records, in a form substantially similar to that attached to this Agreement as Exhibit C;

7.4.1.4. **Assignment and Assumption Agreement.** An Assignment and Assumption Agreement for the Assumed Contracts, Assumed Occupancy Agreements, and Assigned Permits in a form substantially similar to that attached to this Agreement as Exhibit D;

7.4.1.5. **Originals.** To the extent available, any and all original Assumed Contracts, Assumed Occupancy Agreements, Assigned Permits, and Property Books and Records;

7.4.1.6. **State of Nevada Declaration of Value Form.** One (1) executed original counterpart of the State of Nevada Declaration of Value Form setting forth the amount of the Purchase Price to the extent required;

7.4.1.7. **Lien Release Documentation.** Payoff letters or releases, in form and substance reasonably satisfactory to Title Company and Buyer, evidencing the release of all Liens on the Assets and authorizing Title Company and Buyer or their

respective agents to file UCC-3 termination statements or other reconveyances or release documents, as applicable, with respect to any such Lien at or pursuant to the Asset Closing;

7.4.1.8. Other Documents. Any other documents, instruments or agreements with are reasonably requested (including any items reasonably requested by the Title Company to issue the Titles Policy, such as, without limitation, items set forth in the Schedule B Section One Requirements of the Title Commitment) and that are necessary to consummate the transactions contemplated hereby.

7.4.2. Deliveries by Buyer. At or prior to the Asset Closing, Buyer shall execute and deliver (or cause to be executed and delivered) to the Title Company:

7.4.2.1. Purchase Price. The Purchase Price and other amounts required under Section 7.3 in Current Funds;

7.4.2.2. Assignment and Assumption Agreement. An Assignment and Assumption Agreement in the form substantially similar to that attached to this Agreement as Exhibit D;

7.4.2.3. State of Nevada Declaration of Value Form. One (1) executed original counterpart of the State of Nevada Declaration of Value Form setting forth the amount of the Purchase Price to the extent required;

7.4.2.4. Other Documents. Any other documents, instruments or agreements with are reasonably requested that are necessary to consummate the transactions contemplated hereby.

7.4.3. Actions of Escrow Agent. At the Asset Closing, Sellers and Buyer shall cause Title Company, after the completion of the deliveries set forth in Subsections 7.4.1 and 7.4.2 above, to:

7.4.3.1. Asset Closing Settlement Statement. Attach signatures to the final Asset Closing settlement statement prepared by Title Company and approved by Sellers and Buyer;

7.4.3.2. Recordation. Record the Grant, Bargain and Sale Deeds and the State of Nevada Declaration of Value Forms in the Official Records;

7.4.3.3. Satisfaction of Indebtedness. Disburse all sums necessary to creditors of Sellers to effectuate the release and discharge of all Liens (other than Permitted Liens) on the Assets, and to terminate UCC-1 financing statements with respect to the Assets;

7.4.3.4. Purchase Price. Disburse to Sellers in Current Funds the balance of the Purchase Price (net of Sellers' costs, fees, and prorations) in accordance with the final Asset Closing settlement statement;

7.4.3.5. Grant Bargain and Sale Deeds. Deliver to Sellers and Buyer a conformed copy of the recorded Grant, Bargain and Sale Deeds and the State of



Nevada Declaration of Value Form, the originals of which shall be mailed by Title Company to Buyer immediately following the recordation thereof;

7.4.3.6. Return of Buyer's Excess Remittance. Return to Buyer any excess sums deposited by Buyer with the Title Company;

7.4.3.7. Delivery of Title Policy. After the Asset Closing, the Title Company shall promptly deliver the Title Policy to Buyer.

**8. Representations and Warranties of Seller.** Each Seller for itself makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the date of this Agreement; (ii) will be true in all respects on the Asset Closing Date; and (iii) will survive the delivery of the Grant, Bargain and Sale Deed and Asset Closing.

**8.1. Organization.** Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nevada and has all requisite power and authority to carry on its business as now being conducted.

**8.2. Authority; No Conflict; Required Filings and Approvals.**

8.2.1. Seller has all requisite power and authority to enter into this Agreement and each other Transaction Document to which it is a party and to consummate the transactions contemplated by this Agreement and the other Transaction Documents. The execution and delivery of this Agreement, each other Transaction Document and the consummation by Seller of the transactions contemplated by this Agreement and the other Transaction Documents has been duly authorized by all necessary action on the part of Seller, and no other action on the part of Seller or any of its owners or equity holders is necessary in order to authorize the performance by Seller of its obligations hereunder or under any other Transaction Document. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject, as to enforcement, to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereinafter in effect affecting creditors' rights generally and (ii) general principles of equity. When executed and delivered by Seller each other Transaction Document shall have been duly executed and delivered by Seller, and shall constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject, as to enforcement, to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereinafter in effect affecting creditors' rights generally and (ii) general principles of equity.

8.2.2. The execution and delivery of this Agreement and each other Transaction Document to which it is a party by Seller does not, and the consummation by Seller of the transactions contemplated by this Agreement and the other Transaction Documents will not, (i) result in any violation or breach of any provision of its articles of incorporation, articles of organization, bylaws, operating agreement, or other organizational documents of Seller, (ii) result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under, or require an Approval under, any of the terms, conditions or provisions of any Contract or obligation to which Seller is a party or by which Seller or any

properties or assets of Seller may be bound, or (iii) conflict with or violate any Seller Permit, judgment or Law applicable to Seller or the properties or assets of Seller, except, in the case of clauses (ii) and (iii) above, as would not, individually or in the aggregate, be reasonably likely to have a Seller Material Adverse Effect.

8.2.3. No Approval of or with any court or arbitrator or foreign or domestic governmental, administrative or regulatory authority, agency, commission, body or instrumentality (each, a "Governmental Authority" and collectively, "Governmental Authorities") is required by or with respect to Seller in connection with the execution and delivery by Seller of this Agreement, the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby. For purposes of this Subsection 8.2.3 only, Buyer shall not be deemed to be a "Governmental Authority," as that term is defined in this Agreement.

8.3. Land. Seller holds good and marketable fee simple title to its Land, free and clear of any and all Liens except for Permitted Liens. None of Seller's Land consists of real property leased, licensed or occupied by Seller as a tenant, licensee or other occupant pursuant to a lease sublease, license or other occupancy arrangement. With respect to Seller's Land, there are no outstanding options, rights of first offer, rights of reverter or rights of first refusal to purchase the Land or any portion thereof, other than this Agreement. To Seller's knowledge, complete and accurate copies of all outstanding Occupancy Agreements have been made available to Buyer.

8.4. Condemnation. To Seller's knowledge, Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of its Land or any part thereof.

8.5. Litigation. There are no Proceedings pending, or, to Seller's knowledge, threatened against Seller or any of its Affiliates which, if determined adversely, would reasonably be expected to prevent or materially delay Seller from completing the transactions contemplated by this Agreement and the other Transaction Documents or that would materially and adversely affect the properties or assets of Seller. Seller has received no written notice of any pending litigation initiated against Seller or its Land which would materially affect such Land after the Asset Closing. In this regard, however, Somerset Shopping and Rivera have disclosed to Buyer the existence of the Convention Center LV Litigation, although according to Somerset Shopping and Rivera it is not reasonably likely to have a Seller Material Adverse Effect on either Somerset Shopping or Rivera.

8.6. Governmental Compliance. To Seller's knowledge, Seller has not received from any Governmental Authority written notice of any material violation of any building, fire or health code or any other statute applicable to its Land or Improvements which will not be cured prior to the Asset Closing.

8.7. Assigned Permits. The Assigned Permits represent all Approvals necessary for ownership of the Assets. No material default has occurred in the due observance or condition of any Assigned Permit which has not been heretofore corrected and, to Seller's Knowledge, no event has occurred which, by notice or the passage of time, or both, would result in a material default thereunder. The Assigned Permits are in full force and effect and all the material requirements and conditions of the Assigned Permits have been fully complied with.

**8.8. Taxes.** All Taxes imposed with respect to the properties or assets of Seller have been timely paid in full when due, and all Tax Returns that are required to be filed with respect to the properties or assets of Seller on or prior to the date of the Asset Closing Date have been timely filed and are correct and complete in all material respects. The properties or assets of Seller are not subject to Liens arising from a failure to pay any Taxes.

**8.9. Brokers.** Neither Seller nor any of its Affiliates have employed any broker, financial advisor or finder in connection with the transactions contemplated by this Agreement or the Transaction Documents. Neither Seller nor any of its Affiliates has incurred any Liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement or the Transaction Documents.

**9. Buyer's Representations and Warranties.** Buyer makes the representations and warranties set forth in this Section 9. Each representation and warranty: (i) is true in all respects as of the date of this Agreement; (ii) will be true in all respects on the Asset Closing Date; and (iii) will survive the Asset Closing.

**9.1. Organization.** Buyer is a local government entity of the State of Nevada and has all requisite power and authority to carry on its business as now being conducted.

**9.2. Power and Authority.** Subject to obtaining approval from Buyer's Board of Directors, Buyer has the legal right, power and authority to enter into this Agreement and each of the other Transaction Documents to which it is a party and to consummate the transaction contemplated in this Agreement, and to perform its obligations hereunder. Upon obtaining approval from Buyer's Board of Directors, Buyer's execution, delivery and performance of this Agreement and each of the other Transaction Documents to which it is a party shall be duly authorized.

**9.3. Brokers.** Neither Buyer nor any of its Affiliates have employed any broker, financial advisor or finder in connection with the transactions contemplated by this Agreement or the Transaction Documents. Neither Buyer nor any of its Affiliates has incurred any Liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement or the Transaction Documents.

**9.4. Litigation.** There are no Proceedings pending, or, to Buyer's knowledge, threatened against Buyer or any of its Affiliates which, if determined adversely, would reasonably be expected to prevent or materially delay Buyer from completing the transactions contemplated by this Agreement and the other Transaction Documents.

**10. "AS IS" Purchase by Buyer; Release.**

**10.1. "AS IS" Purchase.**

10.1.1. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 8 ABOVE, AND ACKNOWLEDGING THE PRIOR USE OF THE ASSETS AND BUYER'S OPPORTUNITY TO INSPECT THE ASSETS, BUYER AGREES TO PURCHASE THE ASSETS "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR

ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE ASSETS ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLERS, SELLERS' AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLERS, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 8 OF THIS AGREEMENT. IN PURCHASING THE ASSETS OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE ASSETS. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE ASSETS ARE BEING SOLD "AS IS."

10.1.2. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 OF THIS AGREEMENT SELLERS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE ASSETS INCLUDING (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE LAND, (B) THE CONSTRUCTION OF THE IMPROVEMENTS AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN, (C) THE WATER, SOIL AND GEOLOGY OF THE LAND, (D) THE INCOME TO BE DERIVED FROM THE LAND, (E) THE SUITABILITY OF THE LAND FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE LAND OR THE OPERATION THEREOF WITH ANY LAWS OF ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION THEREOVER, (G) THE HABITABILITY OR FITNESS OF THE LAND FOR A PARTICULAR PURPOSE, (H) THE MARKETABILITY OF THE LAND OR THE ABILITY TO LEASE PORTIONS THEREOF, (I) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE LAND, (J) DEFICIENCY OF ANY DRAINAGE ON THE LAND; (K) THE FACT THAT ALL OR A PORTION OF THE LAND MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (L) ANY MATTER REGARDING ANY HAZARDOUS SUBSTANCE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: ME Buyer's Initials: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10.2. Release.** Subject to the covenants, representations and warranties of Sellers contained in this Agreement, effective as of Asset Closing, Buyer on behalf of itself and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and FOREVER RELEASES AND DISCHARGES Sellers and their Affiliates, from any and all liabilities, obligations, fines, penalties, liens, judgments, losses, injuries, damages, settlement expenses or costs of whatever

kind or nature, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Assets, including, without limitation, all structural and seismic elements; all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems; the condition, valuation, or utility of the Assets; title and survey matters with respect to the Property; and the environmental condition of the Assets and the presence of any Hazardous Substance on, under or about the Assets; and (ii) any Law applicable to the Assets, including, any Environmental Laws.

## **11. Covenants.**

**11.1. Normal Operations.** Except as otherwise provided under this Section 11.1, until the Asset Closing, Sellers shall continue to operate the Assets in substantially the same manner as in the past and will make all required repairs and perform all necessary maintenance to the Assets as ordinary course of business dictates. Seller shall not materially modify or alter the Land or Improvements without the prior written consent of Buyer. From and after the Effective Date, Seller shall not (i) enter into, execute, modify, amend, extend the term of, and/or approve any Contracts, Occupancy Agreements, undertakings, arrangements or commitments of any kind affecting the Assets or any interest therein without Buyer's prior written consent, which consent may be granted or withheld by Buyer in Buyer's sole and absolute discretion; and (ii) encumber the Assets with any Liens.

**11.2. Insurance.** Until the Asset Closing Date, Sellers shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

**11.3. Management.** Sellers or Sellers' agent or management company shall continue to manage the Property in the same manner until the Assets Closing.

**11.4. Naming of Conference Room After Herman and Irwin Kushner.** Subject to Buyer receiving such permissions, consents, authorizations and approvals which Buyer deems reasonably necessary or required from the heirs, family members and other interested parties of Herman Kushner and Irwin Kushner, Buyer agrees to name a conference room after Herman and Irwin Kushner in the expansion of the Las Vegas Convention Center. The location and attributes of such conference room and the duration for which such conference room shall be named after Herman and Irwin Kushner shall be subject to Buyer's discretion.

**11.5. Convention Center LV Litigation.** Subject to the terms and conditions hereof, Buyer agrees, effective upon the Asset Closing to undertake the defense of the named defendants and to assume from the defendants in the Convention Center LV Litigation the counterclaims ("Counterclaims") asserted by the defendants against the plaintiffs in the Convention Center LV Litigation, and from and after the Asset Closing to pay all costs and expenses and attorneys' fees which are incurred in the defense of the named defendants and in the prosecution of the Counterclaims in the Convention Center LV Litigation, and to be responsible for and hold harmless the named defendants in the Convention Center LV Litigation from any and all losses, liabilities, settlement payments, and judgments which they may incur in connection with the Convention Center LV Litigation from and after the Asset Closing. Buyer's obligations under

this Section 11.5 and to the named defendants are expressly subject to and conditioned on each and all of the following:

11.5.1. Buyer's receipt from each named defendant of a written consent or authorization in form and substance satisfactory to Buyer in Buyer's discretion confirming and agreeing, among other things or matters, for Buyer to represent the named defendants in the Convention Center LV Litigation by and through counsel of Buyer's choice and election ("Buyer Counsel");

11.5.2. Buyer's receipt from each defendant of a written assignment of their Counterclaims in form and substance satisfactory to Buyer in Buyer's discretion;

11.5.3. Sellers and the named defendants fully cooperating with Buyer and Buyer Counsel through the duration of the Convention Center LV Litigation in the defense thereof and in the prosecution of the Counterclaims, and any and all appeals therefrom or thereof, such cooperation to including furnishing and making available to Buyer and/or Buyer Counsel all relevant records and all employees and individuals familiar or knowledgeable with respect to matters relevant to the claims asserted by the plaintiffs and to the Counterclaims in the Convention Center LV Litigation, all without expense to Buyer other than reimbursement of actual and reasonable out-of-pocket costs and expenses;

11.5.4. Buyer having the sole right to control and take any and all actions and to make any and all decisions Buyer deems necessary, desirable or appropriate in Buyer's discretion in the Convention Center LV Litigation, including matters of strategy, compromise or non-compromise, settlement or non-settlement, trial and appeal;

11.5.5. The named defendants in the Convention Center LV Litigation may, at their own cost and expense, retain their own counsel to monitor and consult with Buyer or Buyer Defense Counsel for and in connection with the defense of the named defendants in the Convention Center LV Litigation; and

11.5.6. Buyer shall be solely entitled to and shall receive and retain any and all settlement payments, awards, costs, expenses, attorneys' fees and all other remuneration that may be received from the adverse party (i.e., plaintiff) in the Convention Center LV Litigation.

Without limitation of the foregoing, from the Effective Date and throughout the term of this Agreement, Sellers shall disclose all information and documentation relating to the Convention Center LV Litigation and communicate and instruct their attorneys to communicate candidly with representatives of Buyer and counsel to Buyer regarding all aspects of the Convention Center LV Litigation.

#### **11.6. Employee Matters.**

Buyer shall not assume any of the Seller Benefit Plans, and any Liabilities arising from the Seller Benefit Plans or Seller's or its Affiliates' employment of the Employees, which shall in all respects remain the sole obligation of Seller. Further, Seller and its Affiliates shall bear the cost and expense of any workers' compensation claim asserted and arising out of an injury

sustained by any Employee. Seller and its Affiliates shall also be responsible for any Liabilities that may result from the termination of employment of any of its Employees. Seller shall maintain in good standing the corporate entity that provides health benefits to Employees and shall provide all notifications and administration of COBRA benefits to Employees for as long as legally required, and Buyer shall have no Liability with respect to any of the foregoing.

Nothing in this Agreement, expressed or implied, shall confer upon any Employee any rights or remedies, including any right to employment or continued employment, for any period.

**11.7. Property Books and Records.**

**11.7.1.** In order to facilitate the resolution of any claims made by or against or incurred by Seller prior to the Asset Closing, or for any other reasonable purpose, for a period of six (6) years following the Asset Closing Date, Buyer shall:

11.7.1.1. retain the Property Books and Records relating to periods prior to the Asset Closing Date; and

11.7.1.2. upon reasonable notice, afford Seller reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Property Books and Records.

**11.7.2.** In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Asset Closing Date, or for any other reasonable purpose, for a period of six (6) years following the Asset Closing Date, Seller, or its designee, shall:

11.7.2.1. retain the books and records (including personnel files) of Seller which relate to its business and its operations for periods prior to the Asset Closing; and

11.7.2.2. upon reasonable notice, afford Buyer reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

**11.7.3.** Neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) under this Section 11.7 where such access would violate any Law.

**11.8. Further Assurances and Actions.**

Subject to the terms and conditions herein, each Party hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement and the other Transaction Documents, including using its commercially reasonable efforts to obtain all Governmental Approvals and all other Approvals as are necessary for consummation of the transactions contemplated by this Agreement and the other Transaction Documents.

In case at any time after the Asset Closing any further action is necessary to carry out the purposes of this Agreement or the other Transaction Documents or to vest Buyer with full title to the Assets and the assumption of the Assumed Liabilities, the proper officers or representatives of Buyer and Sellers shall take all action reasonably necessary (including executing and delivering further notices, releases and agreements), *provided*, that if such action is necessary due to events or circumstances particular to Buyer, Buyer shall bear the cost of such action, and if such action is necessary due to events or circumstances particular to Seller, Seller shall bear the cost of such action.

**12. Damage or Condemnation.** Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Asset Closing by any Governmental Authority (other than Buyer or by Clark County, Nevada acting on behalf of Buyer), and risk of loss to the Assets due to fire, flood, or any other cause before the Asset Closing, will remain with Sellers. If before the Asset Closing the Assets or any portion thereof are Materially Damaged, or if the Assets or any portion thereof is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation from any Governmental Authority (other than Buyer or Clark County, Nevada acting on behalf of Buyer), then Sellers shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Sellers sent within fifteen (15) days after Buyer learns of the damage or taking, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement, such as Buyer's obligations under Sections 5.4 and 5.6. If the Asset Closing Date is within the fifteen (15) day period, then the Asset Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Assets, less any interest taken by eminent domain or condemnation, will be effected with no further adjustment, (iii) upon the Asset Closing, Sellers shall assign to Buyer all of the right, title, and interest of Sellers in and to any awards that have been or may thereafter be made for such taking, and (iv) Seller shall assign to Buyer any insurance proceeds that may thereafter be made for such damage or destruction, giving Buyer a credit at the Asset Closing for any deductible under the relevant insurance policies. As used in this Agreement, the term "Materially Damaged" means that the Property has suffered damage which (i) the cost of repair exceeds One Million Dollars (\$1,000,000), as estimated by an independent general contractor designated by Seller, or (ii) is not fully covered by Seller's insurance policies.

In the event that, before the Asset Closing, the Assets or any portion thereof is damaged by casualty, but not Materially Damaged, then Sellers shall promptly provide written notice thereof to Buyer, and the Assets Closing shall proceed in accordance with the remaining terms of this Agreement.

**13. Indemnification.**

**13.1. Survival of Covenants, Representations and Warranties.** All covenants, agreements and obligations of the Parties hereto which are intended to be performed in whole or in part after the Asset Closing shall survive the Asset Closing, and the same shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties hereto.



**13.2. Indemnification by Sellers.** Sellers shall indemnify and defend Buyer, its Affiliates, and their respective directors, trustees, officers, managers, members, security holders, beneficiaries, employees, consultants, financial advisors, counsel, accountants, and other agents (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

13.2.1. any inaccuracy in or breach of any representations or warranties of Sellers contained in this Agreement or any other Transaction Document;

13.2.2. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Sellers pursuant to this Agreement or any other Transaction Document; or

13.2.3. the Excluded Liabilities.

**13.3. Indemnification by Buyer.** Buyer shall indemnify and defend each of Seller, its Affiliates, and their respective directors, trustees, officers, managers, members, security holders, beneficiaries, employees, consultants, financial advisors, counsel, accountants, and other agents (collectively, the "Seller Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

13.3.1. any inaccuracy in or breach of any representations or warranties of Buyer contained in this Agreement or any other Transaction Document;

13.3.2. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any other Transaction Document; or

13.3.3. the Assumed Liabilities.

#### **14. Miscellaneous.**

**14.1. Attorneys' Fees.** Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing Party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

**14.2. Escrow Agent.** Escrow Agent hereby accepts its designation as the Escrow Agent under this Agreement. The provisions of this Agreement will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement; *provided, however*, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed in this Agreement. The provisions of this Section 14.2 will survive the Asset Closing or termination of this Agreement.

**14.3. Notices.** All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and shall be: (i) personally delivered with a written receipt of delivery; (ii) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (iii) sent by certified or registered mail, return receipt requested; or (iv) sent by confirmed facsimile or electronic mail transmission, with an original copy thereof transmitted to the recipient by one of the means described in subsections (i) through (iii) not later than three (3) Business Days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; *provided*, however, that if a notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery. Each notice shall be addressed, in each instance, to the parties hereto at the addresses below. Each party shall be entitled to change its address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices.

If to Sellers:                      Rivera Lot, LLC  
   Somerset Gardens Company, LLC  
   Somerset House Motel, LLC  
   Somerset Shopping Center, LLC  
   c/o Estwin Corporation, Manger  
   Attn: Tina Walls, Esq.  
   Fax: (702) 262-0080

with a copy to:

If to Buyer:                      Las Vegas Convention and Visitors Authority  
   3150 Paradise Road  
   Las Vegas, NV 89109  
   Attn: Luke Puschnig, Esq.  
   Fax: (702) 892-7512

With a copy to:                      Paul J. Lal, Esq.  
   Boies Schiller Flexner LLP  
   300 S. Fourth Street, Suite 800  
   Las Vegas, Nevada 89101  
   Fax: (702) 382-2755

If to Escrow Agent: First American Title Insurance Company  
National Commercial Services  
2500 Paseo Verde Parkway, Suite 120  
Henderson, NV 89074  
Attn: Nikki Prine, Commercial Escrow Officer  
Fax: (866) 289-5654

**14.4. Governing Law/Venue.** The laws of the State of Nevada govern the enforcement, and interpretation of this Agreement. The exclusive venue for any action related to this Agreement will be the federal and state courts sitting in Clark County, Nevada. Seller and Buyer irrevocably consent and submit to the jurisdiction of such courts and waive any objection based on venue of forum *non conveniens* with respect to any action instituted in those courts arising under this Agreement or in any way connected or related or incidental to the dealings of Seller and Buyer in respect to this Agreement, or any related transactions, in each case whether now existing or later arising, and whether in contract, tort, equity or otherwise, and Seller and Buyer agree that any dispute with respect to any of those matters will be heard only in the courts described above.

**14.5. Integration; Modification; Waiver.** This Agreement, the recitals to this Agreement, exhibits, schedules, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be amended or modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

**14.6. Counterpart Execution.** This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

**14.7. Headings; Construction.** The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision, paragraph or section. When a reference is made in this Agreement to "Sections," "Subsections," "Exhibits," or "Schedules," such reference shall be to such a section, subsection or exhibit or schedule of this Agreement unless otherwise indicated. All Exhibits or Schedules of this agreement are incorporated by this reference. The terms "includes," "including," or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation," "including, without limitation" and "include without limitation."

**14.8. Deadlines and Dates.** Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Clark County, Nevada. Should any deadline or

date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Clark County, Nevada, on the next Business Day.

**14.9. Severability.** If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

**14.10. Time of the Essence.** Time is of the essence of this Agreement and all terms, provisions and conditions hereof.

**14.11. Invalid Provisions.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

**14.12. Binding Effect.** This Agreement is binding upon and inures to the benefit of Sellers and Buyer, and their respective successors and permitted assigns and, except as otherwise expressly provided in this Agreement, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**14.13. Further Acts.** In addition to the acts recited in this Agreement to be performed by Sellers and Buyer, Sellers and Buyer agree to perform or cause to be performed at the Asset Closing or after the Asset Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

**14.14. Assignment.** No Seller may assign its rights or obligations under this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer may not assign its rights or obligations under this Agreement without the prior written consent of Sellers, which consent shall not be unreasonably withheld, conditioned or delayed. A permitted assignment of this Agreement by a Seller will not relieve such Seller of its obligations under this Agreement.

**14.15. Other Parties.** The relationship of the Parties hereto is solely that of Sellers and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Sellers nor Buyer has any fiduciary relationship hereunder to the other.

**14.16. Code Section 1033.** Sellers and Buyer agrees that but for Sellers' entering into this Agreement, Buyer would have acquired the Assets pursuant to the exercise of eminent domain (condemnation). In furtherance of the foregoing, Sellers acknowledge and agree that this Agreement provides full payment for the acquisition of the Assets, and, therefore, each Seller on behalf of itself, its successors and permitted assigns, and all Persons with whom Seller or any of Seller's Affiliates are parties to Occupancy Agreements or Property Contracts hereby expressly, full, completely, and unconditionally waives, discharges, and relinquishes any and all rights to have Buyer, or any Governmental Authority, make an offer of just compensation or follow any

similar procedural requirement relating to the acquisition of private property by Buyer or any Governmental Authority under any Law.

**14.17. Discretion.** If a Party is given the right to exercise its discretion, then unless otherwise provided herein such discretion may be exercised by such Party in its sole and absolute discretion, and neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

**14.18. Confidentiality.** Sellers and Buyer agree that Buyer shall have the right to place onto the public agenda for a public meeting of Buyer's Board of Directors a copy of this Agreement and information regarding the transactions contemplated under this Agreement. Sellers and Buyer further agree that until Buyer's placement onto the public agenda for a public meeting of Buyer's Board of Directors regarding this Agreement and the transactions contemplated hereunder, there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other or except as may be required by Law, including NRS 241.010 et. seq. and NRS 239.001 et. seq., or upon court order; and neither Sellers nor Buyer shall, directly or indirectly, disclose the contents of this Agreement to any third party without the prior written consent of the other, other than as to such Party's trustees, officers, manager, members, security holders, beneficiaries, employees, advisors, accountants and attorneys on a need to know basis, or as otherwise may be required by Law including NRS 241.010 et. seq. and NRS 239.001 et. seq., or upon court order. Until Buyer's placement onto the public agenda for a public meeting of Buyer's Board of Directors concerning the transactions contemplated under this Agreement, each Party agrees to inform all Persons who receive information from such Party concerning this Agreement that such information is confidential and may not be disclosed to any other Person.

**14.19. Disclaimer—Preparation of Agreement.** This Agreement has been negotiated by the Parties. Buyer and Sellers agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so. Prior drafts of this Agreement shall have no effect whatsoever, and shall not be utilized or relied upon with respect to the interpretation, construction, intention or meaning of this Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement as of the Effective Date.

**SELLERS:**

RIVERA LOT, LLC,  
a Nevada limited liability company

By: Estwin Corporation, a Nevada corporation  
Its: Manager

By: [Signature]  
Name: Shannon L Evans  
Its: President

**BUYER:**

LAS VEGAS CONVENTION AND  
VISITORS AUTHORITY, a local  
governmental entity of the State of Nevada

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

SOMERSET GARDENS COMPANY, LLC, a  
Nevada limited liability company

By: Estwin Corporation, a Nevada corporation  
Its: Manager

By: [Signature]  
Name: Shannon L Evans  
Its: President

SOMERSET HOUSE MOTEL, LLC, a  
Nevada limited liability company

By: Estwin Corporation, a Nevada corporation  
Its: Manager

By: [Signature]  
Name: Shannon L Evans  
Its: President

SOMERSET SHOPPING CENTER  
COMPANY, LLC, a Nevada limited liability  
company

By: Estwin Corporation, a Nevada  
corporation  
Its: Manager

By: [Signature]  
Name: Shannon L Evans  
Its: President

This Asset Purchase and Sale Agreement with Escrow Instructions is hereby acknowledged and accepted and the escrow is opened as of the \_\_\_\_ day of \_\_\_\_\_, 2018. The Escrow Agent hereby agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 1**

**List of Assigned Permits**

**Re: Rivera Parcel**

**Re: Somerset House Parcel**

**Re: Somerset Gardens Parcel**

**Re: Somerset Shopping Center Parcel**

PERMIT TYPE	ISSUING AUTHORITY	PERMIT NO.
Certificate of Nonapplicability	Clark County Department of Air Quality & Environmental Management	
Manufacturing, Commercial, Mining and Silvicultural facility that discharges Non-Process Wastewater	Nevada Division of Environmental Protection	NV0023841
Revocable License and Maintenance Agreement (Re: Storm Drain Connection)	Clark County	
Environmental Permit to Appropriate Water	Nevada State Engineer	79542E
Environmental Permit to Appropriate Water	Nevada State Engineer	79835E
Environmental Permit to Appropriate Water	Nevada State Engineer	79836E



**SCHEDULE 2.2.2**

**List of Permits that are not Assigned Permits**

**Re: Rivera Parcel**

**Re: Somerset House Parcel**

**Re: Somerset Gardens Parcel**

**Re: Somerset Shopping Center Parcel**

**EXHIBIT A**

**FORM OF GRANT, BARGAIN AND SALE DEED**

APN: \_\_\_\_\_

Affix R.P.T.T. : \_\_\_\_\_

MAIL TAX STATEMENTS TO:  
AND WHEN RECORDED MAIL TO:  
Las Vegas Convention and Visitors Authority  
3150 Paradise Road  
Las Vegas, Nevada 89109

---

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE WITNESSETH that \_\_\_\_\_, a  
\_\_\_\_\_ ("Grantor"), for good and valuable consideration, the receipt of  
which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to County of Clark  
(Las Vegas Convention and Visitors Authority, a local governmental entity of the State of Nevada,  
with an address of 3150 Paradise Road, Las Vegas, Nevada 89109) all that real property located  
in the County of Clark, State of Nevada, bounded and described as follows.

See the legal description on Exhibit A attached hereto and incorporated herein by  
reference.

Together with all and singular the tenements, hereditaments and appurtenances, including any  
easements, right of way, water rights, air rights and minerals, oil, gas and other hydrocarbon  
substance rights, and interest in streets, alleys, or advantages and strips or gores, thereunto  
belonging or in anywise appertaining, and all improvements located thereon.

**SUBJECT TO:** (i) the lien securing non-delinquent taxes and assessments, both  
general and special, and (ii) all other covenants, conditions, restrictions,  
reservations, rights, rights of way, easements and title matters now of record.

DATED effective the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

*[Signature and notarial acknowledgment appear on the following page]*

[NAME OF GRANTOR]

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
\_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notarial Officer)

**EXHIBIT A  
TO  
GRANT, BARGAIN AND SALE DEED**

**Legal Description**

APN: \_\_\_\_\_

**EXHIBIT B**

**NON-FOREIGN AFFIDAVIT**

(TO BE COMPLETED)

**EXHIBIT C**

**BILL OF SALE**

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by \_\_\_\_\_, a \_\_\_\_\_ ("Seller"), to and in favor of LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local governmental entity of the State of Nevada ("Buyer").

**WITNESSETH:**

Reference is made to that certain Asset Purchase and Sale Agreement and Escrow Instructions (the "Agreement") made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between RIVERA LOT, LLC, a Nevada limited liability company ("Rivera"), SOMERSET GARDENS COMPANY, LLC, a Nevada limited liability company ("Somerset Gardens"), SOMERSET HOUSE MOTEL, LLC, a Nevada limited liability company ("Somerset House"), and SOMERSET SHOPPING CENTER COMPANY, LLC, a Nevada limited liability company ("Somerset Shopping"), on the one hand, and Buyer on the other hand.

Capitalized terms utilized in this Bill of Sale, but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, subject to and in accordance with the representations and warranties of Seller set forth in the Agreement, Seller hereby sells, assigns, transfers, conveys, delivers, surrenders and relinquishes to Buyer, all of the Seller's rights, title and interests in and to the Personal Property and Property Books and Records.

This Bill of Sale shall be binding upon Seller and its permitted successors and assigns, and shall inure to the benefit of Buyer and its permitted successors and assigns.

In the event of any conflict between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement shall govern, prevail and control.

This Bill of Sale shall in all respects be governed and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the Effective Date.

**SELLER:**

[NAME OF SELLER]

## **EXHIBIT D**

### **ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ ("Assignor") and LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local governmental entity of the State of Nevada ("Assignee").

#### **WITNESSETH:**

Reference is made to that certain Asset Purchase and Sale Agreement and Escrow Instructions (the "Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between RIVERA LOT, LLC, a Nevada limited liability company ("Rivera"), SOMERSET GARDENS COMPANY, LLC, a Nevada limited liability company ("Somerset Gardens"), SOMERSET HOUSE MOTEL, LLC, a Nevada limited liability company ("Somerset House"), and SOMERSET SHOPPING CENTER COMPANY, LLC, a Nevada limited liability company ("Somerset Shopping"), on the one hand, and Assignee, on the other hand.

Capitalized terms utilized in this Assignment, but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in and to (i) the Assumed Contracts, (ii) the Assumed Occupancy Agreements, and (iii) the Assigned Permits.
2. **Assumption.** Assignee assumes and agrees to pay all sums, and perform, fulfill, and comply with all covenants and obligations, which are to be paid, performed, and complied with under the Assumed Contracts, Assumed Occupancy Agreement, and the Assigned Permits from and after the Effective Date hereof.
3. **Binding Effect.** This Assignment will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns.
4. **Counterparts.** This Assignment may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

**[signature page follows]**

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNEE:**

LAS VEGAS CONVENTION AND VISITORS  
AUTHORITY, a local governmental entity of the  
State of Nevada

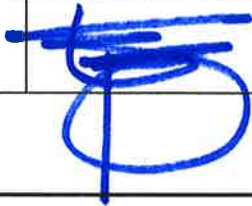
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNOR:**

[NAME OF ASSIGNOR]



**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 14</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>ED FINGER CHIEF FINANCIAL OFFICER</b>	
<b>SUBJECT:</b>	<b>2018B BOND SALE RESOLUTION</b>	

**RECOMMENDATION**

The Finance Department is requesting the Board of Directors: 1) Approve and adopt the 2018B Bond Sale Resolution providing for the issuance of Las Vegas Convention and Visitors Authority (LVCVA), Nevada Revenue Bonds, Series 2018B in the maximum principal amount of \$80,000,000; 2) Authorize the Chair of the Board to sign the Resolution; 3) Authorize the CEO or the Chief Financial Officer to arrange for the sale of the bonds and to execute agreements for issuance costs; and 4) Provide for authorization for all other matters relating thereto as defined in the Resolution.

For possible action.

**FISCAL IMPACT**

FY 2019:    \$350,000    Estimated expenditures for costs of issuance

<b>BOARD ACTION:</b>	
----------------------	--

  
**ROSSI RALENKOTTER**  
**CHIEF EXECUTIVE OFFICER**

  
**STEVE HILL**  
**PRESIDENT/COO**

---

**PURPOSE AND BACKGROUND**

This agenda item is the companion agenda item to the land purchase and sale agreement. The executive team of the LVCVA has identified and negotiated for the acquisition of a strategically important land holding adjacent to the current LVCCD expansion project. The authorized maximum principal amount of \$80 million will allow for additional acquisition or projects that may occur within the next several months. Land and project costs will likely be initially funded through the JP Morgan credit facility and refinanced through these bonds.

The LVCVA's financial advisory team for this financing consists of JNA Consulting, LLC and Montague DeRose & Associates, LLC, with Sherman & Howard, LLC providing bond and disclosure counsel services.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting

Agenda Documentation

Meeting Date: June 12, 2018

Subject: 2018B Bond Sale Resolution

The bonds will be secured by a pledge of tax and facility revenues of the LVCVA, not including Senate Bill 1 revenues. A tentative issuance schedule is attached, outlining critical activities and the associated dates. Cost of issuance includes rating agency fees, financial advisory services, bond counsel, disclosure counsel, escrow bank, and paying agent fees.



**\$80,000,000 (estimated)**  
**Las Vegas Convention and Visitors Authority**  
**Revenue Bonds**  
**Series 2018B**

**Tentative Issuance Schedule**

<b>Date</b>	<b>Activity</b>	<b>Participants</b>
Tuesday, 06/12/18	Board of Directors adopts Sale Resolution <i>Location: Convention Center Time: 9:00 a.m.</i>	LVCVA, BC, FA
Friday, 07/20/18	Distribute draft legal documents	BC
Friday, 07/27/18	Comments due on draft legal documents	All
Thursday, 08/02/18	Distribute draft Preliminary Official Statement ("POS")	DC
Monday, 08/06/18	Agenda deadline for August 14 <sup>th</sup> LVCVA meeting	
Tuesday, 08/07/18	Distribute draft Rating Presentation	FA
Thursday, 08/09/18	Due Diligence meeting/call <i>Location: 877-391-8664/ Time: TBD</i>	All
Tuesday, 08/14/18	Board of Directors adopts Bond Resolution <i>Location: Convention Center Time: 9:00 a.m.</i>	LVCVA, BC, FA
Wednesday, 08/15/18	Distribute revised draft POS	All
Tuesday, 08/22/18	Finalize rating presentation	LVCVA, FA
Thursday, 08/24/18	Rating calls <i>Location: 877-391-8664/____ # Time: 9:30/11:00 a.m.</i>	LVCVA, FA
Wednesday, 08/29/18	Distribute final draft POS	DC
Tuesday, 09/04/18	Receive ratings	
Tuesday, 09/04/18	Final comments due on POS	All
Thursday, 09/06/18	Post POS	DC
Wednesday, 09/19/18	Bond Pricing <i>Location: LVCVA Office/Phone Time: TBD</i>	All
Friday, 09/21/18	Distribute draft Official Statement	DC
Tuesday, 09/25/18	Comments due on draft Official Statement	All
Thursday, 09/27/18	Post Official Statement	DC
Thursday, 10/11/18	Bond Closing	LVCVA, BC, FA

**Participants**

LVCVA = Las Vegas Convention and Visitor Authority, Issuer  
BC/DC = Sherman and Howard, Bond and Disclosure Counsel  
FA = JNA/Montague DeRose, Financial Advisor

**RESOLUTION NO. 2018-97**

**A RESOLUTION AUTHORIZING THE SALE OF LAS VEGAS CONVENTION AND VISITORS AUTHORITY REVENUE BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$80,000,000; AUTHORIZING THE CEO OR THE CHIEF FINANCIAL OFFICER TO ARRANGE FOR THE SALE OF SUCH BONDS; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.**

**WHEREAS**, the Board of Directors (the "Board") of the Las Vegas Convention & Visitors Authority (the "Authority") proposes to issue its Las Vegas Convention & Visitors Authority Revenue Bonds Series 2018B in the maximum principal amount of \$80,000,000 (the "Bonds") for the purpose of financing and refinancing the cost of acquiring, constructing, reconstructing, improving and equipping recreational facilities in Clark County, including, without limitation, buildings and other improvements at and in the vicinity of the Las Vegas Convention Center, and real property, structures, fixtures, furniture and equipment therefore and all appurtenances and incidentals necessary, useful or desirable thereto, including refunding outstanding obligations (the "Project"); and

**WHEREAS**, the Bonds will be issued pursuant to Nevada Revised Statutes ("NRS") 350.500 to 350.720, and all laws amendatory thereof (the "Bond Act").

**NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CONVENTION & VISITORS AUTHORITY, NEVADA:**

Section 1. This resolution shall be known as and may be cited by the short title "2018B Revenue Bond Sale Resolution."

Section 2. The Chief Executive Officer of the Authority (the "CEO") or the Chief Financial Officer of the Authority (the "Chief Financial Officer") is hereby authorized to (i) arrange for the issuance and sale of the Bonds in the maximum principal amount of \$80,000,000 to carry out the Project in accordance with the Bond Act; and (ii) execute the agreements for professional services concerning the Bonds with the Authority's bond counsel and financial advisors.

Section 3. The CEO or the Chief Financial Officer is hereby authorized to specify the terms of the Bonds, the method of their sale, the final principal amount of the Bonds (in the

maximum amount of \$80,000,000), the terms of their repayment and security therefor, and other details of the Bonds, and to advertise the Bonds for sale, subject to the Bond Act and ratification by the Board by the adoption of a bond resolution or resolutions specifying the terms and details of the Bonds and approving their sale (the "Bond Resolution").

Section 4. The officers of the Authority are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limitation (a) assembling of financial and other information concerning the Authority, the Project and the Bonds, and (b) preparing and circulating an official statement for the Bonds, and preparing and circulating a preliminary official statement for the Bonds and a notice of sale for the Bonds, in the forms specified by the CEO or the Chief Financial Officer. The CEO or the Chief Financial Officer is authorized to deem the official statement or preliminary official statement to be a "final" official statement on behalf of the Authority for the purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. The CEO or the Chief Financial Officer shall, after arranging for the sale of the Bonds, present the proposed terms of the sale to the Board for its approval by adoption of the Bond Resolution.

Section 6. The Board hereby determines and declares that:

(a) The Authority intends to incur expenditures with respect to the Project prior to the issuance of the Bonds and to reimburse those expenditures from the issuance of the Bonds; and

(b) The Board hereby declares its intent to reimburse the costs of the Authority for the Project out of the proceeds of the Bonds. This is a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended; and

(c) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Bonds is consistent with the Authority's budgetary and financial circumstances as of the date of this Resolution. The Authority does not currently have moneys which are, nor does the Authority reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the Authority's budget to pay the expenditures which the Authority intends to reimburse; and

(d) The maximum principal amount of the Bonds expected to be issued for the Project is \$80,000,000.

Section 7. The authority to issue the Bonds shall be deemed and considered a continuing authority to issue and deliver the Bonds at one time or from time to time, in one series or in more than one series, all as ordered by the Board. Neither the partial exercise of the authority so conferred nor the lapse of time shall be considered as exhausting or limiting the full authority so conferred.

Section 8. All actions, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the issuance of the Bonds, be and the same hereby are, ratified, approved and confirmed.

Section 9. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 10. The officers of the Authority, the Authority's financial advisors and bond counsel be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 11. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 12. This Resolution shall become effective and be in force immediately upon its adoption.

**ADOPTED** June 12, 2018.

---

Chairman, Las Vegas Convention and  
Visitors Authority, Nevada

Attest:

---

Secretary of the Board of Directors

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF CLARK       )

The undersigned, the duly chosen, qualified and acting Secretary of the Las Vegas Convention and Visitors Authority (herein "Authority"), Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Authority adopted at a regular meeting of the Authority held on June 12, 2018, and the original of such resolution has been approved and authenticated by the signature of the Chairman of the Authority and myself as Secretary, and has been recorded in the minute book of the Authority kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

2. The members of the Authority were present at such meeting and voted on the passage of such resolution as follows:

Those Voting Aye:

---

---

---

---

---

---

---

---

Those Voting Nay:

Those Abstaining:

Those Absent:

---

---

---

---

3. All members of the Authority were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpt from the agenda for the meeting relating to the resolution, as posted at least 3 working days in advance of the meeting at the Authority's office, the Authority's website, the State of Nevada's official website, and four other locations, i.e., at:

- (i) Grant Sawyer State Office Building  
555 East Washington Avenue  
Las Vegas, Nevada
- (ii) City Hall  
City of Las Vegas  
495 South Main Street  
Las Vegas, Nevada
- (iii) Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada
- (iv) Clark County Law Library  
309 South 3rd Street  
Las Vegas, Nevada

is attached as Exhibit A.

5. At least 3 working days before such meeting, such notice was given to each member of the Authority and to each person, if any, who has requested notice of meetings of the Authority in accordance with Chapter 241 of NRS.

**IN WITNESS WHEREOF**, I have hereunto set my hand on behalf of the Authority this June 12, 2018.

---

Secretary of the Board of Directors



## **EXHIBIT A**

(Attach Copy of Notice of Meeting)

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	<b>JUNE 12, 2018</b>	<b>ITEM NO. 15</b>
<b>TO:</b>	<b>BOARD OF DIRECTORS</b>	
<b>FROM:</b>	<b>LUKE PUSCHNIG LEGAL COUNSEL</b>	
<b>SUBJECT:</b>	<b>REVIEW AUDIT REPORT REGARDING TRAVEL EXPENSES AND ADOPT ADDITIONAL RECOMMENDATIONS</b>	

**RECOMMENDATION**

It is recommended that the Board of Directors: 1) Review the audit report regarding certain travel expenses; and 2) Adopt additional recommendations to internal policies, if any.

For possible action.

**FISCAL IMPACT**

None

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



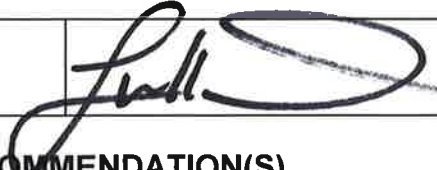
**STEVE HILL  
PRESIDENT/COO**

**PURPOSE AND BACKGROUND**

On April 25, 2018, the Las Vegas Convention and Visitors Authority ("LVCVA") Audit Committee received a preliminary report from law firm of Pisanelli Bice regarding the use of certain airline gift cards. The preliminary report was also presented to the entire LVCVA Board of Directors on May 8, 2018, and the Board approved changes to be made to various staff policies.

The final audit report has been completed by the accounting firm of Eide Bailly LLP and the Pisanelli Bice law firm and the full report will be forwarded in advance of the meeting.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BOARD OF DIRECTORS' MEETING  
AGENDA DOCUMENTATION**

<b>MEETING DATE:</b>	JUNE 12, 2018	<b>ITEM NO.</b> 16
<b>TO:</b>	BOARD OF DIRECTORS	
<b>FROM:</b>	LUKE PUSCHNIG LEGAL COUNSEL	
<b>SUBJECT:</b>	LEGAL COUNSEL'S REPORT AND RECOMMENDATION(S)	

**RECOMMENDATION**

Legal Counsel will present a report and recommendation(s) regarding ratification of staff action, litigation, arbitration, threatened litigation, administrative hearings, and other legal matters.

This is an information item. Not an action item.

**FISCAL IMPACT**

None

<b>BOARD ACTION:</b>	
----------------------	--



**ROSSI RALENKOTTER  
CHIEF EXECUTIVE OFFICER**



**STEVE HILL  
PRESIDENT/COO**

---

**PURPOSE AND BACKGROUND**

Legal Counsel will present a report regarding ratification of staff action, litigation, arbitration, threatened litigation, administrative hearings, and other legal matters.

# Meeting Schedule



If you would like to receive the agendas for the board of directors meetings, please contact Courtney Lipski, executive assistant to the board of directors, at: 702-892-7511; fax 702-892-7515; or clipski@lvcva.com.

## January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## October

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

## May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## March

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## September

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### REGULAR MEETINGS

January 9  
February 13  
March 13  
April 10  
May 8  
June 12  
July 10  
August 14  
September 11  
October 9  
November 13  
December 11

### COMMITTEE MEETINGS

Marketing Committee Meeting – February 9  
Policy Committee Meeting – February 13  
Compensation Committee Meeting – February 13  
Audit Committee Meeting – February 27  
LVCCD Committee – March 1  
LVCCD Committee/Oversight Panel – April 9  
Audit Committee Meeting – April 25  
  
Public Hearing on the Budget – May 24

- Regular meetings of the Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors are scheduled for the second Tuesday of each month at 9 a.m., or at the call of the Chair.
- All Board of Directors meetings of the LVCVA are open to the general public.
- Committee meetings may be rescheduled or canceled. Committee meeting dates and/or locations are held at the call of the Committee Chair.
- Agendas and approved minutes of the Board of Directors meetings are posted on the LVCVA website at: [www.lvcva.com/agenda](http://www.lvcva.com/agenda).
- Most meetings are held at the Las Vegas Convention Center in the Board Room at 3150 Paradise Road, Las Vegas, Nevada 89109. Locations of meetings are subject to change.





#### AUDIT COMMITTEE

**Mr. Bill Noonan - Chair**

**Mr. Gregory Lee - Vice Chair**

Councilwoman Michele Fiore

Mayor Pro Tem Peggy Leavitt

Councilman George Rapson

Ms. Mary Beth Sewald

Commissioner Lawrence Weekly

#### COMPENSATION COMMITTEE

**Mr. Maurice Wooden - Chair**

**Ms. Mary Beth Sewald - Vice Chair**

Mr. Chuck Bowling

Commissioner Larry Brown

Mr. Tom Jenkin

Mr. Bill Noonan

Commissioner Lawrence Weekly

#### POLICY COMMITTEE

**Mayor Pro Tem Peggy Leavitt - Chair**

**Councilman George Rapson - Vice Chair**

Councilwoman Michele Fiore

Mayor Carolyn Goodman

Mayor John Lee

Mr. Gregory Lee

Mr. Bill Noonan

#### LAS VEGAS CONVENTION CENTER

##### DISTRICT COMMITTEE

**Mr. Chuck Bowling - Chair**

**Commissioner Larry Brown – Vice Chair**

Mayor Carolyn Goodman

Mr. Tom Jenkin

Mayor John Lee

Councilman John Marz

#### MARKETING COMMITTEE

**Councilman John Marz - Chair**

**Mr. Gregory Lee - Vice Chair**

Mr. Tom Jenkin

Commissioner Lawrence Weekly

Mr. Maurice Wooden

#### LVCVA REPRESENTATIVE ON THE LAS VEGAS EVENTS

##### BOARD OF DIRECTORS

Commissioner Larry Brown

Mayor Carolyn Goodman