

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2023 (the "Effective Date") by and between City Parkway V, Inc., a Nevada nonprofit corporation, ("CPV") and Las Vegas Museum of Art, a Nevada nonprofit corporation ("Developer"). CPV and Developer may be referred to herein singularly as a "Party" and collectively as the "Parties."

WITNESSETH:

A. WHEREAS, CPV and Developer have engaged in discussions regarding Developer's interest in developing a museum on the Site (as hereinafter defined), which is located in Symphony Park on Parcel L North in downtown Las Vegas, Nevada (hereinafter "Site"), which is depicted on Exhibit A attached hereto and hereby made a part of this Agreement.

B. WHEREAS, CPV owns the Site in fee simple, subject to certain use agreements as further described hereinafter.

C. WHEREAS, Developer acknowledges that there are existing plans in place to build a pedestrian bridge over the railroad tracks that will land on Parcel M4 (which is depicted on Exhibit D attached hereto and made a part of this Agreement), and planned remediation of Parcel L North which may impact the Project (defined below).¹

D. WHEREAS, Developer and CPV have entered into this Agreement in order for CPV and Developer to enter into exclusive negotiations regarding due diligence investigations of the Site by Developer and the potential acquisition or lease, and development of the Site by Developer, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

1. Term. The Effective Date of this Agreement will be the date of execution by CPV, after execution by Developer. The term of this Agreement shall commence on the Effective Date and automatically expire six (6) months after the Effective Date, at 5:00 p.m. PST, unless extended as provided for herein (the "Term"). The Term may be extended for one (1) six (6) month extension term by written mutual agreement of the Parties; provided, however, that such agreement shall be at each Party's respective sole discretion. If so extended, all references herein to the "Term" shall mean the Term as so extended. CPV agrees that during the Term, CPV shall not negotiate, directly or indirectly, with any person or entity as to any matters regarding development, sale, lease or other disposition of the Site or any portion thereof, and during the Term, will not enter into any agreement regarding any of the foregoing. Such exclusivity shall apply to the Site only and shall not apply to any other land holdings or real property assets of CPV which may be in close proximity to the Site. CPV agrees that, until the expiration of the Term, CPV shall negotiate exclusively with Developer with respect to the Site and the Project.

2. Site. The "Site" consists of approximately one and a half (1.5) acres, and is depicted and legally described on the "Site Map and Legal Description" on Exhibit A. The scope and schedule of the development will be determined by the Developer during the Term. The Site contains no existing buildings but does have some existing improvements.

3. Project. Developer is currently exploring the development of an art museum on the Site (the "Project").

4. Feasibility Analysis.

(a) Developer agrees to conduct during the Term all activities Developer deems necessary to determine the suitability of the Site to accommodate the Project. Such due diligence activities shall include, but not be limited to, the following, to be accomplished or acquired, as applicable, at Developer's sole cost and expense:

- (i) An overall program of development of the Project on the Site, including a site plan for the Project, and conceptual renderings for the Project, copies of which will be provided to CPV.
- (ii) A schedule of pre-development activities to be conducted during the Term, a copy of which will be provided to CPV.
- (iii) A development timeline for the construction of the Project, a copy of which will be provided to CPV.
- (iv) Identification of all development partners, if applicable.
- (v) A report prepared by a third-party establishing the feasibility and market analysis to support the development project proposed by the Developer, a copy of which will be provided to CPV.
- (vi) Submission of a plan of financing for the development and operation of the various components of the Project, including all third-party loans, sources of contributions, and funding, a copy of which will be provided to CPV.
- (vii) Prior to the expiration of the Term, Developer shall be provided environmental documents for review. If the parties decide to enter into the DDA (as defined in Section 6(a) below), the remediation plan for the Site will be negotiated by CPV and Developer as part of the negotiation of the DDA. Developer agrees that the development of the Project will have to comply with the Symphony Park Soil and Groundwater Management Plan, a copy of which has been or will be provided by CPV to Developer.
- (viii) Completion by Developer of the Due Diligence Investigations (as defined in Section 5(a) below).

CPV may retain copies of all non-proprietary reports and studies pertaining to the Site which have been provided to CPV by Developer or its agents pursuant to this Agreement, including surveys, geotechnical and environmental reports and related studies; provided, however, all copies of reports, renderings, studies, and information relating to the development and market feasibility of the Project provided to CPV by Developer or its agents pursuant to this Agreement shall be returned to Developer within thirty (30) days after the expiration or earlier termination of this Agreement; provided, however, all such reports and studies shall be provided to CPV without any warranty or representation as to the accuracy or completeness of any kind and without reliance rights and without recourse to Developer.

(b) CPV shall cooperate fully, but at no out-of-pocket cost to CPV, in providing Developer with information and assistance to support Developer's implementation of the feasibility analysis. In particular, CPV shall, promptly after the Effective Date or as soon as they become available to CPV, provide

Developer with copies of all reports, plans, drawings and other documents pertaining to the Site. CPV's designated representative for all matters under this Agreement is the Director of the Department of Economic and Urban Development of the City of Las Vegas, Nevada, a political subdivision of the State of Nevada. Developer and CPV's designated representative agree to meet or participate in a conference call, no less than two (2) times a month during the Term in connection with the feasibility analysis of the Site and Project.

5. Developer Site Access.

(a) CPV is the recipient of a federal Environmental Protection Agency remediation grant. As part of the work covered under the grant, CPV will be conducting the geotechnical and environmental testing on Parcel L North and will provide the Developer with copies of all reports thereafter. If this testing is not able to be completed by CPV during the due diligence period, the Developer may conduct their own due diligence, and provide CPV with a copy of the same. In the event Developer conducts their own due diligence, the following terms and conditions would apply:

CPV authorizes Developer and its employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys and any other investigations Developer deems necessary or desirable ("Due Diligence Investigations") for the potential development of the Project. CPV and/or its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer for any invasive testing. This Agreement does not authorize Developer to access or otherwise use any property not included within the Site, unless Developer does not have reasonable access to the Site from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations, in which case Developer shall have the right to use such other property within Symphony Park which is owned by CPV as is reasonably necessary for ingress into and egress from the Site. Developer will have the right to enter upon and conduct Due Diligence Investigations at any time during the Term. Developer shall conduct Due Diligence Investigations in accordance with standards customarily employed in the real estate industry and in compliance with all applicable governmental laws, rules, and regulations. If Developer undertakes any boring or other disturbance of the soils on the Site, CPV must be notified at least ten (10) business days prior to any boring or other disturbance of soils to allow CPV time to notify its environmental consultant and to direct its environmental consultant to be present during the process, if desired by CPV. Following Developer's Due Diligence Investigations on the Site, Developer will promptly restore the Site to substantially the same condition as existed immediately prior to Developer conducting the applicable Due Diligence Investigations, normal wear and tear and normal weather-related conditions excepted. If Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their condition as of the date immediately prior to such boring or other disturbance (the "Restoration"), and Developer will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their condition as of the date immediately prior to the soil disturbance. This Agreement shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

(b) If Developer should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-containing materials, waste or materials subject to legal requirements or corrective action under any applicable Environmental Laws ("Hazardous Materials") during the Term, Developer will promptly notify CPV in writing of such discovery.

Developer shall not use disturbed contaminated soils for the Restoration, and instead shall work with CPV to have stored or otherwise handle (through use of a properly licensed contractor), at CPV's sole cost and expense, any disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as CPV takes possession of such materials. Developer shall not bear any responsibility or liability under this Agreement whatsoever for any discovery, investigation, risk assessment, removal, treatment, corrective action, remediation, cleanup or permitting relating to any such Hazardous Materials. For the purposes of this Agreement, the phrase "Hazardous Substances" shall include any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products and derivatives, fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or Environmental Laws; or (c) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(a) Developer shall promptly deliver to CPV, without charge therefor and without warranty of or recourse to Developer, any non-proprietary lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that Developer need not disclose any communication, regardless of the nature of such communication, between Developer and its legal counsel or its legal counsel and Developer's consultant to the extent the same is reasonably deemed by Developer to be protected by attorney-client privilege. By delivering such reports and studies to CPV, Developer shall not be deemed to be making any representations with respect to the accuracy or completeness of the information contained in such reports or information.

(b) Developer covenants and agrees to (i) pay in full the costs for all materials, if any, supplied, used, joined, or affixed to the Site by or for Developer in connection with the Due Diligence Investigations, (ii) pay in full all persons engaged by Developer to perform labor upon the Site in connection with Developer's Due Diligence Investigations, and (iii) not permit any mechanic's or materialman's lien of any kind or nature relating to Developer's Due Diligence Investigations to be enforced against the Site. Developer shall, at Developer's sole cost and expense, take any action reasonably necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site at Developer's request or direction in connection with the Due Diligence Investigations.

(c) Developer hereby agrees to indemnify and hold CPV, the City, and their respective elected officials, officers, employees and agents (collectively, the "Related Parties"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees

and court costs, which the Related Parties may suffer or which may be sought against or are recovered or obtainable from the Related Parties as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, in connection with the Due Diligence Investigations at the Site, of Developer or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Developer, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Agreement. If Developer fails to do so, CPV and the City shall have the right, but not the obligation, to defend the same and to obtain reimbursement from Developer of all the reasonable direct and incidental costs of such defense, including reasonable attorneys' fees and court costs. Notwithstanding anything to the contrary in this Agreement, this Section 5(c) shall not be construed to require Developer to indemnify or hold harmless the Related Parties from (a) any liabilities for pre-existing matters or conditions with respect to the premises merely discovered by Developer (e.g., latent environmental contamination, etc.) or (b) any such claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs to the extent caused by any act or omission on the part of the Related Parties.

(d) Developer agrees to obtain and to furnish to CPV prior to or concurrent with execution of this Agreement, a certificate showing that there is in effect a policy of a minimum of Two Million and No 100ths Dollars (\$2,000,000.00) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Required limits of coverage may be met utilizing a combination of primary and excess/umbrella policies written in "blanket" form. CPV and the CPV, each shall be named as an additional insured Party and such notation shall appear on the Certificate of Insurance furnished by the Developer's insurance company. The certificates for each insurance policy are to be signed by a person authorized by that insurance carrier. The insurance supplied by the Developer shall be from an insurance carrier that maintains a Best's Key rating of "A VII" or higher. If available, the Certificate shall indicate that neither the insurance company nor Developer can cancel the insurance without at least ten (10) days prior written notice to CPV, except in the event of nonpayment. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of the Developer. Developer will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site. All deductibles and self-insurance retentions shall be fully disclosed in such certificates of insurance. No deductible or self-insured retention may exceed Ten Thousand and No Cents Dollars (\$10,000.00) without the prior written approval of CPV.

The obligations and covenants of Developer under this Section 5 shall survive any expiration of the Term or other termination of the Agreement.

6. Disposition and Development Agreement; Purchase Price; Effect of Agreement.

(a) Provided Developer is satisfied, in its sole discretion, with the Due Diligence Investigations whether conducted by either Party, Developer and CPV agree to negotiate in good faith during the Term a form of Development and Disposition Agreement based on CPV's standard form, whereby CPV agrees to sell and Developer agrees to purchase the Site and to develop the Project (the "DDA").

(b) Developer shall have one hundred twenty (120) days from the Effective Date to propose a purchase price and acquisition terms for the Site for CPV's review. The final purchase price and acquisition terms, as mutually agreed in writing by the parties (the "Purchase Price"), shall be set forth in the DDA.

(c) The Parties acknowledge that, in compliance with the provisions of NRS 268, CPV, at its cost, will obtain and rely upon independent appraisal of the Site prepared within six (6) months of the effective date

of the DDA and that the City Council will address the adoption of a formal resolution finding that it is in the best interests of the public to sell the Site to Developer for the purchase price and on the acquisition terms identified in the as identified in the DDA without offering such real property to the public. The adoption of such resolution will be at the discretion of the Las Vegas City Council. Notwithstanding the foregoing, the Parties agree that any such appraisal may be subject to public records laws or ordinances of the City of Las Vegas or the State of Nevada.

(d) Developer and CPV agree and acknowledge (i) that this Agreement creates no obligation for either Party to enter into the DDA or any other agreement related to the Site; (ii) the decision to enter into a DDA will be at each Party's respective sole and absolute discretion; and (iii) the approval of the CPV Council will be a condition to CPV's obligation to enter into any DDA or other agreement (excluding this Agreement) relating to the Site. Developer agrees and acknowledges that, except as expressly provided for in this Agreement, this Agreement creates no rights, title or interest in Developer whatsoever, legal, equitable or otherwise, in the Site, including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, CPV is not committing itself to or agreeing to undertake disposition of land to Developer or any other acts or activities requiring the subsequent independent exercise of discretion by the CPV or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property or the exercise of control over property by Developer. Execution of this Agreement by CPV is merely an agreement to enter into a period of exclusive, good faith negotiations with Developer according to the terms hereof. In the event the Parties do not enter into a DDA during the Term, this Agreement shall automatically expire and be of no further force and effect from and after the expiration of the Term.

7. Good Faith Deposit.

(a) Developer shall deposit with CPV, no later than three (3) business days after the Effective Date, the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) (the "Deposit"), in cash or by wire transfer, to secure Developer's good faith performance of its obligations under this Agreement and to be held by CPV. The Deposit will be applied or disposed of by CPV as is provided in this Agreement.

(a) In the event (i) Developer performs all of its obligations under this Agreement and (ii) the Parties do not enter into a DDA, the full amount of the Deposit shall be returned to Developer on the later of (A) thirty (30) days after the expiration of the Term or termination of this Agreement (as the case may be) or (B) that date that CPV is satisfied that Developer has materially complied with Section 5 of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 5(e) above, CPV shall refund the Deposit in full; provided, however, that if CPV has not notified Developer within thirty (30) days after the expiration of the Term or date of termination, as applicable, of any unsatisfied obligations pursuant to Sections 5 or any pending matters covered by Section 5(e), then such matters shall be deemed satisfied.

(b) In the event a DDA is executed by the Parties pursuant to the terms hereof, the Deposit shall be applied to the ultimate purchase price of the Site in accordance with the DDA, provided, however, that the DDA will set an agreed amount of deposit under that Agreement. The Deposit shall be placed in an interest-bearing account at a federally insured commercial bank. All interest earned thereon shall follow (and be deemed a part of) the Deposit, but shall be deemed "earned" by Developer for income tax purposes.

8. Real Estate Commission. No Party shall be liable to any other Party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this Agreement. Each Party represents to the other Party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to indemnify and hold the other Party harmless from any claim by any broker or finder retained by, or claiming through, such Party. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

9. Conflict of Interest.

(a) An official of CPV, who is authorized in such capacity and on behalf of CPV to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for CPV, who is authorized in such capacity CPV and on behalf of CPV to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each Party represents that it has no actual knowledge of any financial or economic interest of any public officer or employee of CPV relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, CPV may immediately terminate this Agreement.

(c) Developer represents and warrants that it has disclosed the principals of Developer on that certain "Certificate - Disclosure of Ownership/Principals" attached as Exhibit C hereto, and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

10. Default.

(a) In the event Developer is in material default of its obligations under this Agreement, including any failure of Developer to proceed in good faith with the due diligence activities required in order to complete the feasibility analysis of the Project, and such default is not cured within fifteen (15) days after written notice delivered by CPV specifying the precise nature of the default, then CPV shall have the right to terminate this Agreement upon written notice to Developer if such default is not cured within such fifteen (15) day period. In the event of such termination CPV shall be entitled to retain the Deposit. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER (A) THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF DAMAGES CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF SUCH SUM TO THE RANGE OF HARM THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT, AND (B) THAT CPV'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.**

(b) In the event CPV or the CPV is in default of its obligations under this Agreement, Developer's sole and exclusive cumulative remedy will be to terminate this Agreement and to receive the return of the Deposit.

11. Notices. All notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the Party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U.S. Mail, shall follow facsimile transmissions), (iii) sent by U.S. mail via certified mail - return receipt requested, postal fees pre-paid or (iv) sent by email, each at the following addresses:

Notice to Developer:

Las Vegas Museum of Art
3800 Howard Hughes Parkway, Suite 960
Las Vegas, NV 89169
Attention: Heather Harmon
Email: harmonheather@icloud.com

Notice to CPV:

City of Las Vegas
c/o Economic and Urban Development Department
495 South Main St., 6th Floor
Las Vegas, Nevada 89101
Attn. Ryan Smith
Fax: (702) 385-3128
Email: rysmith@lasvegasnevada.gov

With a copy to:

CPV Attorney Office
CPV Hall
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attention: Dimitri Dalacas
Fax: (702) 386-1749
Email: ddalacas@lasvegasnevada.gov

12. Publicity. The Parties agree that neither party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Section 11 shall limit or prevent CPV or the City from undertaking any actions required by Nevada's open meeting laws or from causing or allowing the release of information or dissemination of documents as may be required in connection with any administrative hearings or proceedings pertaining to the CPV's approval or implementation of this Agreement. Furthermore, Developer acknowledges that CPV is subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes ("Public Records Act") and all information in physical or electronic form or other form provided by Developer to CPV will be subject to disclosure under the Public Records Act; provided, however, CPV will not disclose any such information to any governmental authority unless specifically requested pursuant to the Public Records Act.

Notwithstanding the foregoing, Developer shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from the Developer about its planned Project and to Developer's consultants, agents, representatives, advisors, attorneys and potential donors and lenders.

13. Assignment. Developer may not assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of CPV which consent may be granted or withheld at CPV's reasonable discretion. Any transfer or assignment in violation of this Section 12 shall be null and void and constitute a default of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign its interest in this Agreement to an entity formed to develop the Project so long as the principals of Developer are the principals of such entity and control, directly or indirectly, such entity and such entity assumes Developer's obligations under this Agreement. Any such assignee shall provide a Certificate - Disclosure of Ownership/Principals in the format of Exhibit B attached hereto.

14. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

15. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

16. Entire Agreement; Amendments. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both Parties hereto.

17. No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

19. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All Exhibits attached to this Agreement and the Recitals at the beginning of this Agreement are incorporated herein by the references thereto. All references in this Agreement to Articles, Sections and Exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

20. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

21. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

22. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of CPV and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third Party or the general public.

23. Counterpart Signatures; Facsimile or Email Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile or email transmission of this Agreement to the other Party. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

24. CPV Obligations Limited. No obligation assumed by or imposed upon CPV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CPV shall require the payment of money by CPV, or the performance of any action by CPV, the performance of which requires money from CPV, except to the extent that funds are available for such payment or performance from the CPV, appropriations therefor lawfully made by the CPV. This Agreement shall not be construed as

obligating the CPV Council to make future appropriations for the payment of monies or for the performance of any obligations of CPV under this Agreement.

25. Waiver of Trial by Jury. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

Remainder of Page Left Blank

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CPV:

City Parkway V Inc.,
a Nevada nonprofit corporation

DEVELOPER:

Las Vegas Museum of Art
a Nevada nonprofit corporation

By _____

Mike Janssen, President

Date of Execution: _____

By: _____

Its: _____

Date of Execution: _____

APPROVED AS TO FORM:

 11/20/23

Date
Crislove A. Igeleko
Deputy City Attorney

EXCLUSIVE NEGOTIATION AGREEMENT

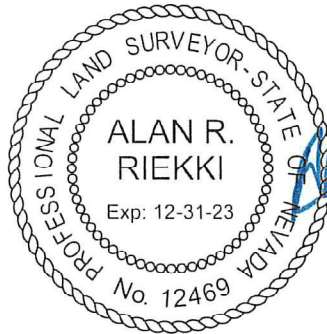
CC Meeting _____
CC Item # _____

LIST OF EXHIBITS

- EXHIBIT A - SITE DEPICTION AND LEGAL DESCRIPTION
- EXHIBIT B - LIST OF ENVIRONMENTAL INFORMATION
- EXHIBIT C - DISCLOSURE OF PRINCIPALS
- EXHIBIT D - M4 PARCEL DEPICTION

EXHIBIT A

SITE DEPICTION AND LEGAL DESCRIPTION



NOVEMBER 16, 2023
BY: ARR
P.R. BY: MFK
(PAGE 1 OF 2)

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTH OF BONNEVILLE AVENUE AND WEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY FOR TRANSFER PURPOSES.

**LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL L NORTH**

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED MARCH 6TH, 2018 BY DOCUMENT NUMBER 20180306 INSTRUMENT: 00016, SAID PARCEL ALSO DEPICTED AS "PARCEL L (SOUTH)" ON THAT RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 207 OF SURVEYS, AT PAGE 36, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY; THENCE NORTH 27°53'43" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 248.42 FEET; THENCE SOUTH 62°04'44" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, 263.08 FEET TO THE EASTERLY BOUNDARY LINE OF SAID LOT 5, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 27°55'16" WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 5, COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, 248.42 TO THE NORTHEAST CORNER OF SAID "PARCEL L (SOUTH)"; THENCE NORTH 62°04'44" WEST, DEPARTING THE EASTERLY BOUNDARY LINE OF SAID LOT 5, AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID "PARCEL L (SOUTH)", 262.97 FEET TO THE **POINT OF BEGINNING** AS SHOWN ON THE "**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 65,340 SQUARE FEET (1.50 ACRES) MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PARCEL L NORTH
LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)

BASIS OF BEARINGS:

SOUTH 27°55'16" WEST, BEING THE EASTERLY LINE OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LYING WITHIN THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

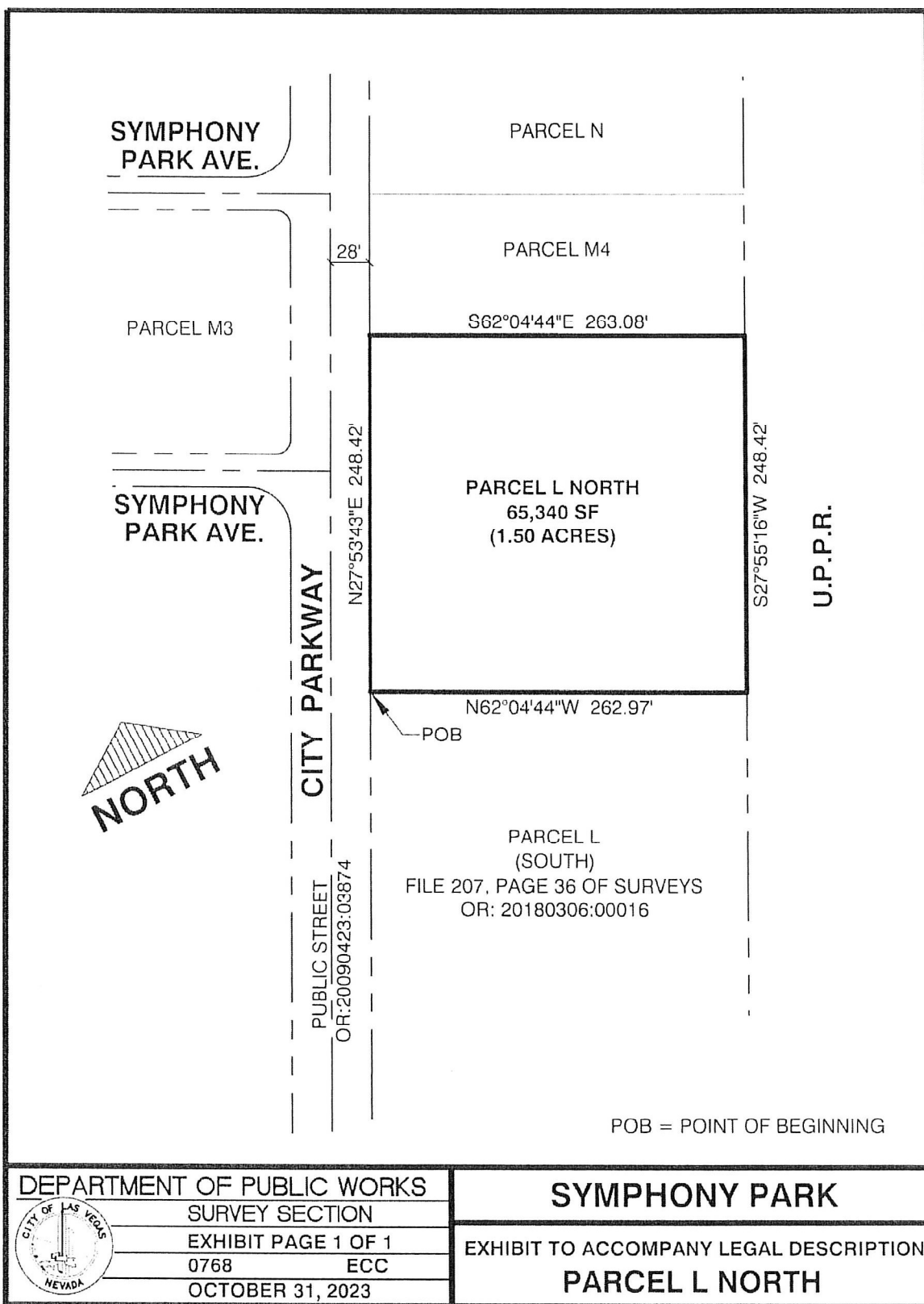


EXHIBIT B

LIST OF ENVIRONMENTAL INFORMATION

1. Remediation Action Plan
2. Plystadium Agreement
3. Pollution Legal Liability Select Policy
4. Environmental Risk Management
5. Trenching Exercise
6. Terracon Phase I & II Environmental Site Assessment
7. Preliminary Geotechnical Studies
8. Groundwater Reports
9. Maps
10. Union Park Master Planning
11. Additional Disclosures
12. Archived Disclosure Docs
13. Cleveland Clinic A2, B, J, K
14. Parcel M1 and M2
15. Parcel A1 – Ruvo
16. Parcel B – Temp Parking
17. Parcel E – WJC
18. Parcel G – City Core
19. Parcels H, I – PAC
20. Parcel J
21. Parcel L
22. Parcel M3
23. Parcels P, Q – LiveWork
24. Parcels C, D, F, L, N, O1, & O2 – Newland Communities
25. Pedestrian Bridge
26. Dec of Perpetual Environmental Covenant – Recorded
27. NDEP RCRA Waste Compliance Inspection 01-09-2015
28. Soil Sampling Results and Soil Management for Buried Drum 4-16-2009

EXHIBIT C
DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	Las Vegas Museum of Art
Address	c/o Heather Harmon 3800 Howard Hughes Pkwy Las Vegas, NV 89169 Ste. 960
Telephone	310.980.3840
EIN or DUNS	93-2603279

Block 2	Description
	The Las Vegas Museum of Art is a Nevada nonprofit corporation, whose purpose is to establish a museum of art in Las Vegas, Nevada to be known as the Las Vegas Museum of Art, which will focus on serving the diverse Las Vegas community through inclusive exhibitions + programs

Block 3	Type of Business
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation
	<input type="checkbox"/> Trust
	<input type="checkbox"/> Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Heather Harmon, Executive Director	519 South 6th St, 89101	310 980 3840
2.	Elaine Wynn, Trustee	3800 Howard Hughes Pkwy, Ste 9100, 89169	702 454 9966
3.	Dana Lee, Trustee	3271 S. Highland Dr. Ste 707, 89109	702 524 7720
4.	Michael Govan, Trustee	5905 Wilshire Blvd. LA, CA 90036	323 857 6001
5.	Roger Thomas, Trustee	2300 W. Sahara No. 530, 89102	702 283 9005
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

State of Nevada } ss
County of Clark }

Name

Date

Subscribed and sworn to before me this 9th day of

October, 2015 ^{LL} 2023 by Heather Erin Harmon.

Notary Public

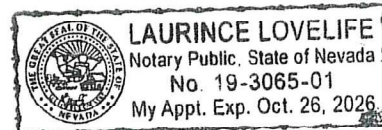


EXHIBIT D
M4 PARCEL DEPICTION

