

APN: 139-33-610-033

WHEN RECORDED MAIL TO:
JSC / Symphony Park Hotel, LLC
4890 Alpha Road, Suite 100
Dallas, TX 75244
Attention: President & COO

PARKING SPACES EASEMENT AGREEMENT

THIS PARKING SPACES EASEMENT AGREEMENT (“**Agreement**”) is entered into as of the 3rd day of August, 2022 (“**Effective Date**”), by and between the **CITY OF LAS VEGAS NEVADA**, a political subdivision of the State of Nevada (the “**City**”), and JSC / Symphony Park Hotel, LLC, a Delaware limited liability company (“**Developer**”). City and Developer are individually referred to herein as a “**Party**” or collectively herein as “**Parties**”.

RECITALS:

WHEREAS:

- A. Developer is the owner of the Developer Parcel (defined below) and is intending to construct the Project (defined below) on the Developer Parcel;
- B. City is the owner of the City Parcel (defined below) on which it has constructed and operates the Garage (defined below);
- C. City and Developer mutually desire that City grant to Developer a non-exclusive easement benefiting the Developer Parcel and encumbering the City Parcel for use by Developer of parking spaces in the Garage, as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Parties hereby agree as follows:

1. Definitions. The Parties agree that the following terms shall have the following definitions:

“**City Affiliate**” means, with respect to the City, any agency or other governmental body that, directly or indirectly, through one or more intermediaries, controls or is controlled by the City.

“**City Parcel**” means that real property depicted and legally described on Exhibit A attached hereto.

"City Parties" means (i) the City, the City governing council, and the respective officers, agents, servants, and employees of the City and (ii) any management company hired by the City to manage and operate the Garage.

"Defaulting Party" has the meaning set forth in Section 11(c).

"Developer Affiliate" means a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Developer.

"Developer Parcel" means that real property depicted and legally described on Exhibit B attached hereto.

"Developer Parties" means JSC / Symphony Park Hotel, LLC: AIT Capital, Ltd; JACKSONSHAW MP 1 and Jackson-Shaw Company.

"Developer Space" has that definition set forth in Section 3.

"Easement Fee" means the monthly fee that Developer pays for the Developer Spaces pursuant to Section 3(b).

"Effective Date" has the meaning set forth in the introductory paragraph above.

"Force Majeure" has the meaning set forth in Section 25.

"Garage" has the meaning set forth in Section 2.

"Interest Rate" means the lesser of (i) five percentage points (5%) over that fluctuating rate of interest announced from time to time by the Bank of America National Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as City reasonably shall determine), or (ii) twelve percent (12%) per annum; provided, however, that in no event shall the Interest rate exceed the maximum interest rate permitted by law.

"Market Area" means that area in the City bounded to the north by I-515, to the south by Charleston Boulevard, to the west by I-15 and to the east by the Union Pacific Railroad tracks from Charleston Boulevard to Bonneville Avenue and Main Street from Bonneville to I-515, including properties on both sides of Main Street, as depicted on Exhibit C attached hereto.

"Market Area Rates" means collectively a hourly parking rate, a daily maximum parking rate and a monthly non-reserved parking rate each respectively equal to the average of the hourly parking rates, the average of the daily maximum parking rates and the average of the monthly non-reserved parking rates offered to the general public in parking structures within the Market Area as of January 1 of each year, including, without limitation, the posted public parking rates in the Garage (but in no event including any discounted rates offered in the Garage), rounded to the nearest one cent (\$.01).

"Maximum Spaces" means 100 reserved parking spaces and 100 non-reserved spaces in the Garage which is the maximum that Developer has the right to use hereunder as Developer

Spaces; provided, however, Developer shall have the right to use up to 241 additional spaces on a first-come, first-served basis on a self-pay basis by the customer or a validation basis by Developer at the full daily Market Area Rates, as more particularly set forth in Section 3(b)(ii) below, provided, however, that Developer's right to use additional spaces is subject to the City's rights under Section 3(e).

"Non-Defaulting Party" has the meaning set forth in Section 11(c).

"PARCS" means a parking access and revenue control system, which includes all parking gates, card readers, intercoms, merchant validators, ticket machines, exit verifiers, pay on foot stations, cashier terminals, head end management computer and software and all other components comprising the system.

"Per Space Rate" shall initially be \$35.00 for each non-reserved Developer Space and \$50.00 for each reserved Developer Space, as adjusted from time to time pursuant to Section 4(c).

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government, state, city or any political subdivision thereof, or any other legal entity.

"Project" means that means a development of a convention hotel with from no less than 380 rooms up to 441 rooms and meeting space of from no less than 18,000 square feet up to 22,000 square feet with associated restaurant and other amenities.

"Project Users" means the employees, agents, representative, and invitees of the Project, including hotel guests, users of meeting space in the Project, users and employees of restaurant in the Project and users and employees of other Project amenities.

"Requirements" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all federal, state and local governmental authorities having jurisdiction over the Garage (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Garage, as then in force; and (iii) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record affecting the Garage.

"SNDA" has the meaning set forth in Section 9.

"Superior Holders" has the meaning set forth in Section 9.

2. Garage and Garage Systems. The Garage is located at 355 Promenade Place Las Vegas, NV 89101 containing approximately 690 parking spaces on 4 levels and 24,000 square feet of ground floor retail space. The garage has an ingress/egress plaza on Grand Central Parkway and one ingress/egress plaza on Promenade Place. There is provision for valet/hotel guest entry in two locations on the north side of the garage. Ingress and egress will be available 24 hours per

day, 7 days per week via PARCS. The garage will be accessible to transient parkers, hotel guests, monthly parkers and valet parkers through various means provided for with the PARCS (access card, ticket issuance, prepaid parking pass, hotel guest pass, and other elements). As of the Effective Date, the PARCS manufacturer is FlashPARCS. As of the Effective Date, the valet system which is fully compatible with the PARCS is FlashValet. If Developer wishes to use a different system other than FlashValet, Developer will be responsible for the costs of integration between FlashValet and the FlashPARCS system. Developer hereby accepts the Garage as described in this Section 2. Developer agrees that City shall have the right to adopt and integrate different working systems in the Garage as technology evolves at City's discretion so long as such different technology does not provide less features and compatibility with the operation of the Project as the PARCS system.

3. Grant of Easement. The City hereby grants to Developer, its permitted successors and assigns, a non-exclusive easement over the City Parcel for the sole use of the Project Users of parking spaces in the Garage (each a "**Developer Space**") and for no other purpose. The Parties agree that the Developer shall have the right (i) to 100, but no more than, reserved parking spaces and the right to 100, but no more than, non-reserved parking spaces in the Parking Garage and (ii) provided, however, Developer shall have the right to use up to 241 additional spaces on a first-come, first-served basis on a self-pay basis by the customer or a validation basis by Developer at the full daily Market Area Rates, as more particularly set forth in Section 3(b)(ii) below, provided, however, that Developer's right to use additional spaces is subject to the City's rights under Section 3(e). The City agrees that the reserved spaces will be designated with clear and legally sufficient signage for the exclusive use of Developer and Project Users and shall be located in those portions of the Garage generally depicted on Exhibit D attached hereto. Developer agrees that the City may relocate to the second floor of the Garage the exclusive parking spaces designated as 1-21 on Exhibit D in the event that the City enters into a lease with a tenant in the retail portion of the Garage which utilizes grocery or other carts in the operations of such tenant. The City shall provide Developer with thirty (30) days written notice of such relocation and shall designate such spaces with clear and legally sufficient signage for the exclusive use of Developer and Project Users. The relocated spaces shall be at the same Per Space Rate payable from time to time. The City agrees to cite with an applicable violation under the City municipal code any unauthorized vehicles parking in Developer's exclusive parking spaces on request by Developer. The City further agrees to tag or mark with chalk unauthorized vehicles parking in Developer's exclusive parking spaces for towing by the City's authorized towing company after 24 hours.

(b) Easement Fee.

(i) Developer hereby agrees to pay the City as calendar monthly rate for use of the Developer Spaces (the "**Easement Fee**") in an amount equal to the applicable reserved Per Space Rate times the number of reserved Developer Spaces used in the Garage and an amount equal to the applicable non-reserved Per Space Rate times the number of non-reserved Developer Spaces use in the Garage. The Developer shall pay all Easement Fees, monthly in advance, by the 1st day of each calendar month.

(ii) Developer will supply Garage management with daily hotel occupancy, check-ins, check-outs and all on-premises events and meetings with expected attendance. Garage management will use the information to determine when and if it is necessary

to close the Garage to other parkers to ensure availability of leased spaces for other users. Any spaces used beyond the Maximum Spaces will be on a self-pay basis by the customer or on a validation basis, at the full daily Market Area Rates, by the Developer. Developer will reimburse City on a monthly basis for validations.

(c) Easement Fee Adjustment. Effective March 1 of each calendar year, the Easement Fee shall be adjusted annually as follows:

(i) In the event the monthly Market Area Rates have increased as of January 1 of a calendar year, then the Per Space Rate for non-reserved Developer Spaces shall be increased (rounded to the nearest one cent (\$.01)), in no event to exceed a five percent (5%) annual increase.

(ii) The adjusted rate for Reserved Developer Spaces shall be 142% of the adjusted Per Space Rate for non-reserved Developer Spaces (rounded to the nearest one cent (\$.01)).

(iii) In the event the monthly Market Area Rates have decreased as of January 1 of such calendar year, then the Per Space Rate for non-reserved Developer Spaces shall be decreased (rounded to the nearest one cent (\$.01)), in no event to exceed a five percent (5%) annual decrease.

The Per Space Rates as adjusted shall remain in effect for the next twelve (12) months through the last day of February.

(d) Parking Rate Adjustment Statements. No later than February 1 of each year, City shall provide Developer with a written statement as to the following:

(i) The Market Area Rates as of January 1, as determined by City;

(ii) The adjusted Per Space Rate for the next twelve (12) months. The statement shall include the data relied upon by the City in determining the monthly Market Area Rates, and the adjusted Per Space Rate. The statement shall be conclusive absent manifest error. In the event Developer does not object in writing within thirty (30) days after delivery of the statement, then the Developer shall be deemed to have accepted the adjusted Per Space Rate. The Parties agree that (i) any disputes as to the adjusted Per Space Rate shall be resolved pursuant to Section 27 below, (ii) until such dispute is resolved the Per Space Rate then in effect shall continue to be paid until such time as the dispute is resolved, and (iii) upon final resolution of such dispute: a lump sum payment shall be made within thirty (30) days after such final resolution (A) by Developer to City in the event the Per Space Rate being paid during the period of resolution of the dispute was below the final determined Per Space Rate in the total amount of the deficiency, and (B) by City to Developer in the event the Per Space Rate being paid during the period of resolution of the dispute was greater than the final determined Per Space Rate in the total amount of the overpayment.

(e) Use of Non-Developer Spaces. City shall have the absolute right to lease, or grant other rights to use, all parking spaces that are not Developer Spaces to any party as the

City determines in its sole discretion so long as such agreements do not conflict with Developer's rights under this Agreement.

4. Use of Developer Spaces. Developer agrees that (i) the Developer Spaces shall be for the sole and exclusive use of (i) Project Users and no other Persons will be authorized or permitted by Developer to use the Developer Spaces and (ii) the Developer Spaces shall be for the sole and exclusive use of the Project. As a way of a hypothetical example only, in the event Developer were to convert the Project into a residential for-lease or condominium development (as compared to a daily room rental project) or into an office use, then Developer's rights under this Agreement shall automatically be suspended and terminated. Developer may not sell to or otherwise allow the use of any Developer Spaces to any party that is not a Project User.

5. Term. This Agreement shall continue in full force and effect for a term of sixty (60) years from the Effective Date, unless earlier terminated for the following exclusive reasons:

(a) Mutual written and recorded agreement of the City and the Developer terminating the Agreement;

(b) Total destruction of the Garage combined with the written and recorded election of the City not to rebuild, but only if Developer and the City have entered into a new agreement providing parking rights to Developer in another location in accordance with Section 10 below;

(c) Total and permanent condemnation of the Garage by any governmental agency having authority to do so, other than the City; or

(d) Terminated pursuant to Section 4.

6. Operation and Maintenance of Garage.

(a) The City shall repair and maintain and operate the Garage, at its sole cost and expense, (i) in good condition and working order and in compliance with all Requirements at or above the industry standard maintained by comparable facilities in Clark County, Nevada; and (ii) manage the Parking Facility and all other portions of the Project at or above the industry standard maintained by comparable facilities in Clark County, Nevada. In the event that City does not so repair or maintain the Garage, then Developer shall have the right (in Developer's sole discretion), upon thirty (30) days prior written notice to City (except that no notice shall be required in the case of an emergency), to perform such maintenance or repair on behalf of City. City agrees to reimburse Developer immediately upon demand for any costs and expenses incurred by Developer in connection with the performance by Developer of the City's obligations under this Section 6(a), including twenty percent (20%) of such costs for the Developer's supervision of any maintenance and repair.

(b) Developer acknowledges and agrees that the City shall have the right at its cost and expense to hire a third party management company to operate and maintain the Garage and to delegate the operation and maintenance of the Garage to such third party; provided, however, such delegation shall not relieve the City of its obligations under this Agreement.

7. Insurance.

(a) (i) City shall maintain property coverage insurance on the Garage in an amount equal to the full replacement value of the Garage as ascertained by the City's insurance carrier, as the same may exist from time to time, against all perils normally covered in an "all risk" policy (including the perils of flood, surface waters, vandalism and malicious mischief), as such term is used in the insurance industry. Such insurance shall be maintained at the sole expense of City.

(ii) Developer shall, at Developer's expense, comply with all customary insurance company requirements pertaining to the use of the Garage and of which City notifies Developer in writing. If Developer's conduct or use of the Garage causes any increase in the premium for such insurance policies then Developer shall reimburse Landlord for any such increase. Developer, at Developer's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

(iii) In accordance with Section 41.038 of the Nevada Revised Statutes, the City of Las Vegas has adopted a self-insured liability program, and the City is covered under such self-insured liability program and, therefore, the City self-insures each occurrence. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund", and is supported by an annual budgetary allocation. In addition, in accordance with Section 41.038 of the Nevada Revised Statutes, such program includes a Self-Insured Workers' Compensation Program, effective December 19, 1985. The City self-insures each occurrence up to \$1 million for non-public safety personnel and up to \$4 million for public safety personnel, and purchases commercial excess insurance, with statutory limits. This self-insured Workers' Compensation Program is established by a funded reserve system appropriately known as the "Industrial Self-Insurance Expendable Trust Fund", and is supported by an annual budgetary allocation. Developer acknowledges that the City cannot name any of the Developer Parties as additional insureds under the City's self-insured liability program and cannot provide any coverage of Developer Parties under the City's self-insured liability program.

(c) (i) Developer shall maintain Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's use of the Garage and/or the operation of the Project, and contractual liabilities (covering the performance by Developer of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Agreement and the performance by Developer of the indemnity agreements set forth in Section 8 of this Agreement, for limits of liability not less than:

Bodily Injury and	\$1,000,000 each occurrence
Property Damage Liability	\$2,000,000 annual aggregate
	\$10,000,000 excess liability with a
	limit of \$10,000,000 each
	occurrence and \$10,000,000 in the
	annual aggregate

Garage Keeper's Legal Liability Insurance	\$10,000,000 each occurrence and \$10,000,000 in the annual aggregate
Automobile Liability for all vehicles owned, hired or non-owned - Symbol 1 auto coverage	\$10,000,000 each occurrence and \$10,000,000 in the annual aggregate

Such insurance shall (i) name the City, the City's lender, the City's managing agent, if any and any other party the City so specifies, as an additional insured; (ii) specifically cover the liability assumed by Developer under this Agreement, including, but not limited to, Tenant's obligations under section 8(a) of this Agreement; (iii) be issued by an insurance company having a rating of not less than A-:VIII in Best's Insurance Guide or which is otherwise acceptable to the City and licensed to do business in the State of Nevada; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by the City is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to the City; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to the City; and (vii) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to the City and any mortgagee of the City. Developer shall deliver said policy or policies or certificates thereof to the City on or before the Agreement Effective Date and at least thirty (30) days before the expiration dates thereof. In the event Developer shall fail to procure such insurance, or to deliver such policies or certificate, the City may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to the City within five (5) days after delivery to Developer of bills therefor.

(ii) Developer shall maintain Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

(d) The City and Developer intend that their respective liability and property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and the City and Developer hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such loss is the result of a risk insurable under policies of liability and property damage insurance. Notwithstanding anything to the contrary in this Agreement, the Parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The Parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of

subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

8. Indemnity.

(a) Developer hereby assumes all risk of damage to property or injury to persons in, upon or about the Garage (including Project Users) from any cause whatsoever (other than the City's gross negligence or willful misconduct) and agrees that the City Parties shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Developer or by other persons claiming through Developer, including, without limitation, any Project User. Developer shall indemnify, defend, protect, and hold harmless the City Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause related to the use of the Garage and the Project by Developer and Project Users regardless of the absence or presence of acts, omission or negligence of Developer or Project Users, any violation of any of the Requirements and any acts, omissions or negligence of Developer or of any Project Users, in, on or about the Garage and/or the Project or any breach of the terms of this Agreement by Developer, either prior to, during, or after the expiration of the Term, provided that the terms of the foregoing indemnity and/or release shall not apply to the gross negligence or willful misconduct of the City Parties. Should a City Party be named as a defendant in any suit brought against Developer in connection with or arising out of Developer's use of the Garage and/or the Project, including use of the Garage by Project Users, Developer shall pay to the City its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees. Further, Developer's agreement to indemnify the City pursuant to this Section 8(a) is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Developer pursuant to the provisions of this Agreement, to the extent such policies cover the matters subject to Developer's indemnification obligations; nor shall they supersede any inconsistent agreement of the Parties set forth in any other provision of this Agreement. The provisions of this Section 8(a) shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

(b) (i) Subject to the provisions of Section 8(b)(ii), the City shall indemnify and hold the Developer Parties harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) suffered or asserted by third parties and incurred by reason of (a) any gross negligence or willful misconduct of the City occurring at the Garage and (b) any default by the City in the performance of the City's obligations under this Agreement; provided, that the foregoing indemnity shall not apply to the extent such claim results from the gross negligence or willful misconduct of any Developer Parties, Project Users or a breach of Developer's obligations under this Agreement. Should a Developer Party be named as a defendant in any suit brought against Developer Party to which the Developer Party is entitled to be indemnified and held harmless under this Section 8(b), City shall pay to the Developer Party its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees. Further, the City's agreement to indemnify the Developer Parties pursuant to this Section 8(b) is not intended to and

shall not relieve any insurance carrier of its obligations under policies required to be carried by the City pursuant to the provisions of this Agreement, to the extent such policies cover the matters subject to the City's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Agreement. The provisions of this Section 8(b) shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

(ii) Notwithstanding anything herein to the contrary, no obligation assumed by or imposed upon the City by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against the City shall require the payment of money by the City, or the performance of any action by the City, the performance of which requires money from the City, except to the extent that funds are available for such payment or performance from appropriations therefor lawfully made by the City Council of the City of Las Vegas, Nevada. This Agreement shall not be construed as obligating the City Council of the City of Las Vegas, Nevada, to make future appropriations for the payment of monies or for the performance of any obligations of the City under this Agreement.

9. Subordination. This Agreement shall be subject and subordinate to all present and future ground or underlying leases of the Garage and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Garage or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds without any further act of Developer, and the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground Agreement or underlying Agreements (collectively, the "**Superior Holders**") shall accept this Agreement and succeed to City's obligations hereunder and not disturb Developer's possession, so long as an event of default has not occurred and be continuing, in which case such Superior Holders shall have be entitled to exercise the rights and remedies granted to City under this Agreement. In consideration of and a condition precedent to Developer's obligation to subordinate this Agreement to any mortgage, trust deed or other encumbrances, City and Superior Holders shall provide to Developer a duly executed and acknowledged subordination non-disturbance and attornment agreement on then customary market terms in a recordable form, which requires such Superior Holder to accept this Agreement, and not to disturb Developer's possession, so long as an event of default has not occurred and be continuing (a **SNDA**"). Developer hereby agrees to execute such further instruments subordinating this Agreement or attorning to the holder of any such mortgages, trust deeds or other encumbrances within fifteen (15) days following the City's written request therefore so long as such further instruments do not materially modify the rights or obligations of Developer hereunder. Developer covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Agreement, provided such lienholder or purchaser or ground lessor shall accept this Agreement, assume all obligations of City thereunder, and not disturb Developer's occupancy, so long as Developer timely pays the Easement Fee and observes and performs the terms, covenants and

conditions of this Agreement to be observed and performed by Developer. The City's interest herein may be assigned as security at any time to any lienholder.

10. Destruction of Garage. If the Garage is destroyed or damaged by any casualty, the City, at its sole expense (less any insurance proceeds received for restoration), shall commence and complete within a commercially reasonable time the reconstruction and/or restoration of the Garage substantially to its original form. Any repairing or rebuilding of the Garage shall be on the same location and of the same size as the initial Garage; any repairing or rebuilding of the Garage shall be of the same material or similar material and of the same quality as that used in the original Garage, as applicable, unless otherwise agreed to in writing by the Developer. The Garage shall be rebuilt with the same or similar design. During any period of time that any Developer Spaces are not available for use by the Developer, City shall, at City's sole cost and expense, provide alternative parking spaces for use by Developer, at no additional cost to Developer above the then Per Space Rate payable, it being understood that Developer shall continue to pay the then Per Space Rate without abatement (any such additional costs will be reimbursed by the City to Developer, which additional costs may include increased valet staff costs and increased parking charges), at another nearby parking facility for such period of time as the same remain unavailable. If the City fails to make such alternative parking spaces available to Developer, Developer shall have the right to obtain such alternative parking spaces and City shall reimburse Developer on demand for the actual out of pocket costs incurred by Developer in connection with such alternative parking spaces in excess of the Easement Fee payable to City hereunder, which additional costs may include increased valet staff costs and increased parking charges. Developer agrees that it shall have no other claim or cause of action against any of the City Parties as a result of any damage or casualty to the Garage. In addition, during any period where less than all of the Developer Spaces are available to Developer, the City shall not assert any claim against Developer that the Developer Property does not have sufficient parking to satisfy applicable legal requirements. The provisions of this Agreement, including this Section 10, constitute an express agreement between the City and Developer with respect to any and all damage to, or destruction of, all or any part of the Garage, and any statute or regulation of the State of Nevada with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Agreement or any damage or destruction to all or any part of the Garage.

11. Default.

(a) Generally.

(i) Except as specifically provided in Section 11(b) hereof, neither Party shall be in default of this Agreement unless the obligation to be performed remains uncured for a period of thirty (30) days (or such longer period as may be reasonably required considering the nature of the default provided the defaulting Party is diligently proceeding to cure) after receipt of written notice from the other Party outlining the nature of the default and the requested cure.

(ii) Except as provided in Section 4, both Parties hereby waive any and all rights to terminate or rescind this Agreement as a remedy for any default hereunder. In the event of any default hereunder (other than a default by Developer arising from the non-payment

of Easement Fee), the non-defaulting party's sole remedies shall be to either seek damages, an injunction or specific performance.

(iii) Notwithstanding anything to the contrary contained in this Agreement, no party to this Agreement shall be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract, tort or express indemnity hereunder, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

(b) Non-Payment. In the event Developer shall fail to pay any installment of Easement Fee within five (5) days of the date the same shall become due, subject to all procedural repossession requirements and redemption rights under Nevada law, the City may, in addition to any other remedies, which it may have at law or in equity, upon thirty (30) days prior written notice to Developer, suspend in full the Developer's rights to use of the Developer Spaces, provided the City shall have first notified in writing the holder of any mortgage or deed of trust encumbering the Project, which has requested such notice in writing and such holder shall have failed to cure the Developer's monetary default within thirty (30) days of such notice. The City shall have the right to recover any amount of unpaid Easement Fee due through the time of such suspension. Upon payment of all unpaid Easement Fee, Developer's rights to use of the Developer Spaces will be reinstated.

(c) In addition, a Party ("**Non-Defaulting Party**") shall have the right (at the Non-Defaulting Party's sole discretion) to perform any obligations hereunder limitation required to be performed by the other Party ("**Defaulting Party**") for which the Defaulting Party is in default, including, without limitation, the payment of any sums that the Defaulting Party is obligated to pay hereunder and any obligations of performance of maintenance and repair that the Defaulting Party is obligated to perform hereunder. A Non-Defaulting Party shall have the right upon ten (10) days prior written notice to the Defaulting Party (except that no notice shall be required in the case of an emergency), to enter the Garage if the City is the Defaulting Party or enter into the Developer Property if the Developer is the Defaulting Party to perform such maintenance or repair on behalf of the Defaulting Party. The Defaulting Party shall reimburse the Non-Defaulting Party immediately upon demand for any costs and expenses incurred by the Non-Defaulting Party in connection with the performance by the Non-Defaulting Party of the Defaulting Party's obligations under this Agreement including twenty percent (20%) of such costs for the supervision of any maintenance and repair.

(d) Any amount owed by a Party to the other Party which is not paid when due shall bear interest at the Interest Rate from the date due until paid in full.

12 Assignment.

(a) The City shall have the right to assign and transfer its rights and obligations under this Agreement as follows:

(i) To a transferee of the Garage other than to a City Affiliate with the consent of Developer which consent shall not be unreasonably withheld or to a City Affiliate;

provided that (x) the transferee assumes all obligations of the City hereunder in writing and (y) no assignment or other transfer shall release City or change City's primary liability to perform all of its obligations hereunder.

(ii) To a lienholder of the City taking a security interest in the Garage; provided that such lender enters into a non-disturbance agreement with Developer on terms acceptable to Developer whereby such lienholder agrees that in the event of foreclosure this Agreement shall not terminate and such lienholder shall succeed to and be bound by all of City's obligations under this Agreement.

Except as provided in this paragraph (b), City shall have no other rights to assign, sublease or otherwise transfer its interest in this Agreement and any such assignment, sublease or other transfer shall be null and void.

(b) Developer shall have the right to transfer its rights and obligations under this Agreement as follows:

(i) To a transferee of all of the ownership of the Developer's interest in the Project, and upon taking title to the Developer Property, the transferee shall be deemed to have assumed all obligations of the Developer hereunder.

(ii) To a lienholder of Developer, collaterally or otherwise; provided that such lienholder enters into a reasonable and customary subordination, non-disturbance agreement with the City on terms reasonably acceptable to the City whereby such lienholder agrees that in the event of foreclosure it shall succeed to and be bound by all of Developer's obligations under this Agreement.

Except as provided in this sub-paragraph (b), Developer shall have no other rights to assign, sublease or otherwise transfer its interest in this Agreement and/or the Developer Spaces and any such assignment, sublease or other transfer shall be null and void.

13. No Rights to Public. The rights created, reserved, granted, and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights, or privileges in and for the benefit of the general public.

14. Agreements Run with the Land. The rights and obligations imposed upon the City Property by this Agreement shall run with the ownership of the City Property and shall be binding upon and inure to the benefit of any subsequent owner, assignee, and transferee of, and any successor in interest to the City Property or any portion thereof. The rights and obligations imposed upon the Developer by this Agreement shall run with the ownership of the Developer Property and shall be binding upon and inure to the benefit of any subsequent owner, assignee, tenant and transferee of, and any successor in interest to the Developer Property or any portion thereof.

15. Estoppel Certificates. At any time and from time and time, within fifteen (15) days after written notice of request by either Party and in connection with a transfer of such Party's interest in this Agreement, the other Party shall execute, acknowledge, and deliver to the requesting Party, or to such other recipient as the notice shall direct, a statement indicating (i) that this Agreement is unmodified and in full force and effect, or, if there have been modifications, that this Agreement is in full force and effect as modified in the manner specified in the statement, (ii) acknowledging that there are no uncured defaults or failures to perform any covenant or provision of this Agreement on the part of the requesting Party or specifying any such defaults or failures which are claimed to exist and (iii) and such other information as reasonably requested by the requesting Party. The statement shall also state the dates to which Easement Fee and any other charges have been paid in advance.

The failure of Party requested to execute, acknowledge, and deliver, on request, the statement described above within the specified time shall constitute its acknowledgment to all persons entitled to rely on the statement that (i) this Agreement is unmodified and in full force and effect, (ii) that the Easement Fee and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and (iii) neither Party is in default of this Agreement.

16. Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Agreement or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

17. Notices. Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided in this Agreement, be given or served: (a) by personal delivery; (b) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (c) by depositing the same with FedEx or another nationally recognized overnight courier service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice deposited with FedEx or other recognized overnight courier mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or the next business day after the date of such deposit. Notice given in any other manner shall be effective upon delivery. For purposes of notice, the addresses of the Parties shall be as follows or such other address as either party may notify the other in compliance with this Section:

If to City: City of Las Vegas
 c/o Office of Economic and Urban Development
 495 S. Main Street, 6th Floor
 Las Vegas, 89101
 Phone: (702) 229-6551
 Fax: (702) 385-3128

Email: rysmith@lasvegasnevada.gov
Attn: Ryan Smith, Director

And: City Attorney Office
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov
Attn.: John Ridilla

If to Developer: Michele Wheeler, Vice President
JSC / Symphony Park Hotel, LLC
4890 Alpha Road, Suite 100
Dallas, TX 75244
Phone: (972) 628-7400
Fax: (972) 628-7444
Email: mwheeler@jacksonshaw.com

And: Jeffrey D. Patterson, Esq.
Goold Patterson
1975 Village Center Circle, Suite 140
Las Vegas, NV 89134
Phone: (702) 436-2600
Fax: (702) 43602650
Email: jdp@gooldpatterson.com

18. Severability. All of the provisions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of such provisions, or any part thereof, is or has become invalid, or for any reason is or has become unenforceable, no provision, or any part thereof, shall be thereby affected or impaired.

19. Waiver. No provision of this Agreement shall be deemed waived by either Party unless expressly waived in a writing signed thereby. The waiver by either Party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Easement Fee hereunder by the City shall not be deemed to be a waiver of any preceding breach by Developer of any term, covenant or condition of this Agreement, other than the failure of Developer to pay the particular Easement Fee so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Easement Fee. No acceptance of a lesser amount than the Easement Fee herein stipulated shall be deemed a waiver of the City's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the full amount due. No receipt of monies by the City from Developer after the termination of this Agreement shall in any way alter the length of the Term or of Developer's right

of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Agreement Term or affect any notice given Developer prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, the City may receive and collect any Easement Fee due, and the payment of said Easement Fee shall not waive or affect said notice, suit or judgment.

20. Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

21. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

22. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the Parties affecting this Agreement and this Agreement constitutes the parties' entire agreement with respect to the leasing of the Garage and the Developer spaces and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties, and none thereof shall be used to interpret or construe this Agreement. None of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by the parties hereto. This Agreement includes Exhibit A through Exhibit D, inclusively, attached hereto and incorporated herein by reference.

23. Headings. The headings of the sections and paragraph of this Agreement are for convenience only and shall not affect the meaning or interpretation of the contents of this Agreement.

24. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between the City and Developer.

25. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, acts of terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, except with respect to the obligations imposed with regard to Easement Fee and other charges to be paid by Developer or the City pursuant to this Agreement (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Agreement, shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure.

26. Time of the Essence. Time is of the essence with respect to the performance of the parties' respective obligations under this Agreement.

27. Dispute Resolution.

(a) Negotiation Prior to Mediation

(i) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the notice, the executives of both Parties shall meet at a mutually acceptable time and place.

(ii) Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("**First Meeting**"). Such closure shall not preclude continuing or later negotiations, if desired.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(iv) At no time prior to the First Meeting shall either side initiate a mediation, an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Section 27(a)(i) above.

(v) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs (i) and (ii) above are pending and for fifteen (15) calendar days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

(b) The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Section 27(c) below.

(i) Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested.

(ii) The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(iv) Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("**Earliest Initiation Date**"). The mediation may continue after the commencement of arbitration if the Parties so desire.

(v) At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Section 27(b)(ii) above.

(vi) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such tolling.

(c) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one (1) arbitrator who has at least five (5) years' experience resolving commercial real estate disputes in the State of Nevada. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered exclusively in the Eighth Judicial District Court of Clark County, Nevada. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

28. Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement for all purposes:

- Exhibit A City Property Legal Description
- Exhibit B Developer Property Legal Description
- Exhibit C Market Area Depiction
- Exhibit D Reserved Spaces location

SIGNATURES BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

DEVELOPER:

JSC / Symphony Park Hotel, LLC, a Delaware limited liability company

By: _____
Michele Wheeler, Vice President

CITY:

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM

Michael Niarchos 7/18/22

Michael Niarchos, Esq.

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.

Notary Public

STATE OF)
)ss.
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ as _____ of _____, a _____.

Notary Public

Exhibit A

Legal Description of City Property

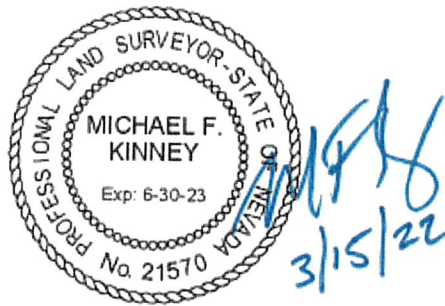
APN 139-33-610-033

MARCH 15, 2022

BY: RH

P.R. BY: OMS

PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF GRAND CENTRAL PARKWAY AND ROBIN LEACH LANE (FORMERLY CLARK AVENUE).

LAND DESCRIPTION

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 EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND ROBIN LEACH LANE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE NORTH 27°55'16" EAST, ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, 66.46 FEET; THENCE SOUTH 62°04'44" EAST, DEPARTING THE CENTERLINE OF GRAND CENTRAL PARKWAY, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, ALSO BEING THE **POINT OF BEGINNING**; THENCE NORTH 27°55'16" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY, 310.87 FEET; THENCE SOUTH 61°58'52" EAST, DEPARTING

M22003-SR01-LEGL.docx

APN 139-33-610-033
PAGE 2 OF 2

THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, 52.77 FEET; THENCE SOUTH 28°01'08" WEST, 20.00 FEET; THENCE SOUTH 61°58'52" EAST, 308.84 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE; THENCE SOUTH 28°01'08" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, 259.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY, 44.03 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°04'57" TO THE NORTHERLY RIGHT-OF-WAY LINE OF ROBIN LEACH LANE; THENCE NORTH 67°53'55" WEST, DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ROBIN LEACH LANE, 302.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 50.17 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°49'11" TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, ALSO BEING THE POINT OF BEGINNING.

CONTAINING 2.55 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL OF LAND IS DEPICTED AS "PARCEL B (SOUTH - REVISED)" AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 211 OF SURVEYS, AT PAGE 55.

BASIS OF BEARINGS:

SOUTH 27°55'16" WEST, BEING THE EAST 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

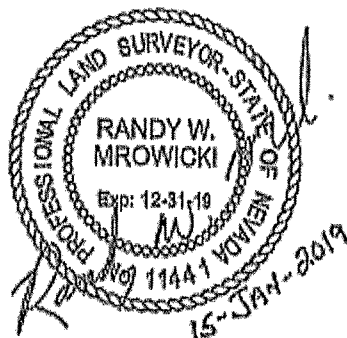
END OF DESCRIPTION

MICHAEL F. KINNEY, PLS
CITY OF LAS VEGAS
416 N. 7TH STREET
LAS VEGAS, NV 89101

M22003-SR01-LEGL.docx

Exhibit B

Legal Description of Developer Property



JANUARY 14, 2019
768-47
BY: RWM
P.R. BY: JVT
PAGE 1 OF 2

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GRAND CENTRAL PARKWAY AND SYMPHONY PARK AVENUE.

**LEGAL DESCRIPTION
SYMPHONY PARK
PARCEL B - 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 EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND CLARK AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE NORTH 27°55'16" EAST, ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, 66.46 FEET; THENCE SOUTH 62°04'44" EAST, DEPARTING THE CENTERLINE OF GRAND CENTRAL PARKWAY, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61; THENCE NORTH 27°55'16" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY, 310.87 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 27°55'16" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY, 98.04 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'41" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 43°53'03" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG

PARCEL B - NORTH
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'41"; THENCE NORTH 27°55'16" EAST, 146.86 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874; THENCE SOUTH 82°04'44" EAST, DEPARTING THE RIGHT TURN LANE RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SYMPHONY PARK AVENUE, 22.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY, 120.95 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°43'11" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 373.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 55°38'27" WEST; THENCE SOUTHEASTERLY, 168.47 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°34'16" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 30°04'11" EAST; THENCE SOUTHEASTERLY, 38.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°58'57" TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE; THENCE SOUTH 28°01'08" WEST, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, 259.70 FEET; THENCE NORTH 61°58'52" WEST, DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 308.84 FEET; THENCE NORTH 28°01'08" EAST, 20.00 FEET; THENCE NORTH 61°58'52" WEST, 52.77 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, ALSO BEING THE POINT OF BEGINNING.

CONTAINING 2.60 ACRES (113,448 SQ. FT.), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

SOUTH 27°55'16" WEST, BEING THE EAST LINE OF LOT 6 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.

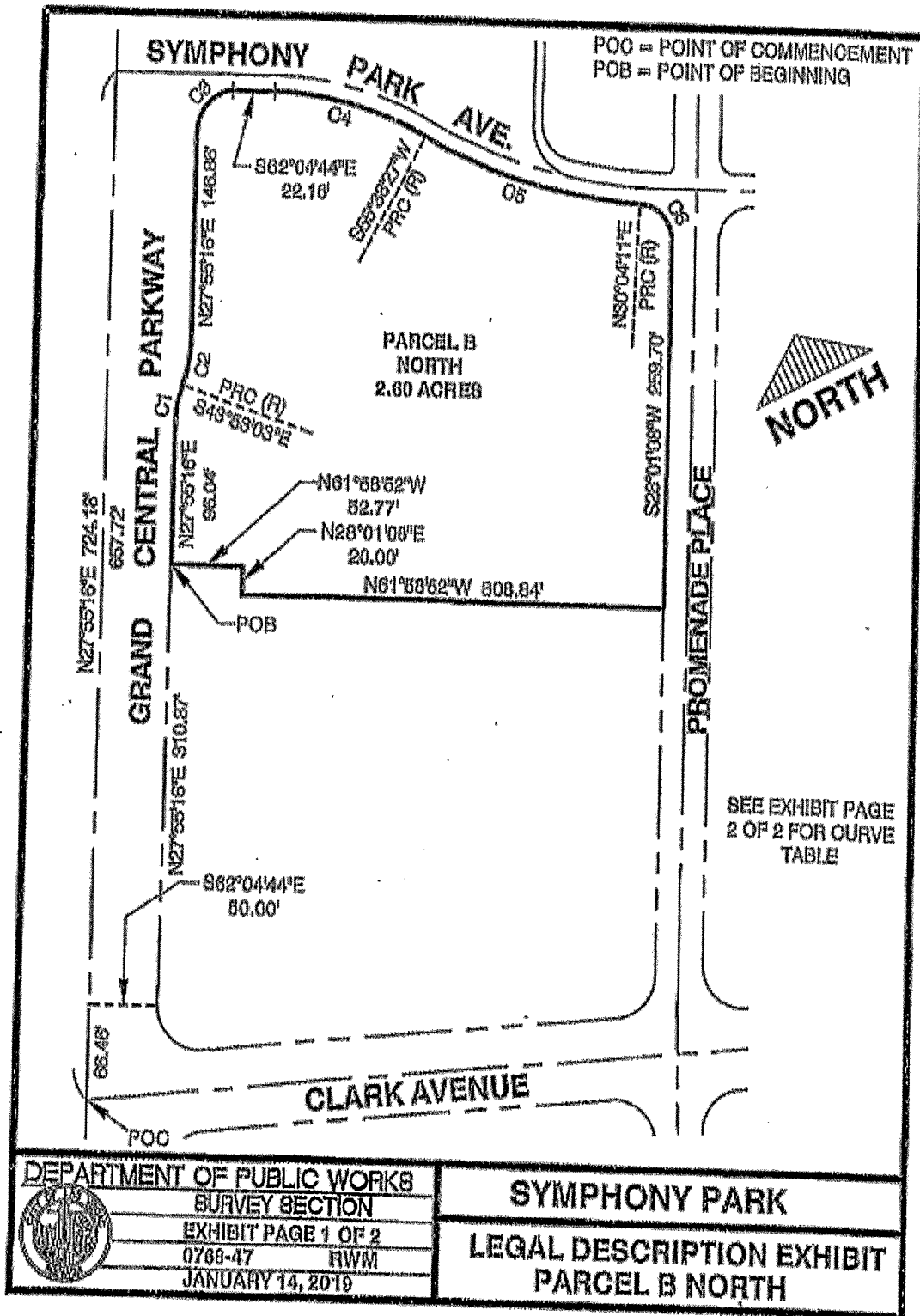


Exhibit C

Market Area Depiction

PARKING MARKET AREA



Exhibit D

Reserved Spaces location

