

THIRD AMENDMENT TO PARKING LEASE AGREEMENT

THIS THIRD AMENDMENT TO PARKING LEASE AGREEMENT (this "Amendment") is made as of the _____ day of _____, 2022 (the "Effective Date") by and between 208 LAS VEGAS BLVD, LLC, a Nevada limited liability company ("Landlord"), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS, the Parties entered into that Parking Lease Agreement dated January 22, 2014 ("Lease"), whereby Landlord leased to Tenant that certain real property located at Las Vegas Boulevard and Ogden Street commonly known the Gold Spike Lot, Las Vegas Nevada, as more particularly identified as Clark County assessor's Parcel Number 139-34-511-004, for the operation by Tenant of a paid parking lot, as amended by that certain First Amendment to Parking Lease Agreement dated December 21, 2016, as further amended by that certain Second Amendment to Parking Lease Agreement dated February 19, 2020 (collectively the "Lease").

WHEREAS, the Parties desire to enter into this Amendment in order to grant a three (3) year extension of time and revise Section 2.01(b) Landlord's Early Termination Right of the Lease.

NOW, THEREFORE, the Parties do hereby agree to amend the Lease as follows:

1. The Parties agree that the term of the Lease is hereby extended to and expires on January 31, 2026.
2. The Parties agree that Section 2.01(b) of the Lease - Landlord's Early Termination Right - is hereby deleted in its entirety and replaced with:

(b) Landlord's Early Termination Right. Landlord shall have the right to terminate this Lease prior to the expiration of the Lease Term upon ninety (90) days prior written notice.

3. The Parties agree that except as provided in this Amendment, the Lease shall remain in full force and effect.

4. As required by Resolution R-105-99 adopted by the City Council effective October 1, 1999, Landlord warrants that it has disclosed, on the form attached hereto as Exhibit A, the identity of all persons and entities holding more than a one percent (1%) interest in Landlord, if any, as of the Effective Date of this Amendment. Through the term of the Lease, Landlord shall notify Tenant in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

5. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. Delivery of this Amendment may be accomplished by electronic transmission. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

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

TENANT:

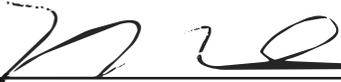
CITY OF LAS VEGAS NEVADA, a
political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

LANDLORD:

208 LAS VEGAS BLVD, LLC, a Nevada
limited liability company

By: DTP Mgmt, LLC, a Nevada limited
liability company, its Manager

By: 

Mark Carlson, VP of Operations

ATTEST:

LuAnn D. Holmes, MMC City Clerk

APPROVED AS TO FORM:

M. Niarchos 12/11/22

M. Niarchos

THIRD AMENDMENT TO
PARKING LEASE AGREEMENT

Council Meeting _____
Item #

EXHIBIT A

**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.

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.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
Name:	208 Las Vegas Blvd, LLC
Address:	PO Box 7516 Las Vegas, NV 89125
Telephone:	702-359-9979
EIN or DUNS:	45-5046544

Block 2	Description
Subject Matter of Contract/Agreement:	
Third Amendment to Parking Lease Agreement	
RFP #:	

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

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.	The Estate of Anthony Hsieh Sole Member	PO Box 7516 Las Vegas, NV 89125	702-359-9979
2.	DRP RE, LLC Member	PO Box 7516 Las Vegas, NV 89125	702-359-9979
3.	DTP Mgmt, LLC Manager	PO Box 7516 Las Vegas, NV 89125	702-359-9979
4.	Mark Carlson VP of Operations	PO Box 7516 Las Vegas, NV 89125	702-359-9979
5.			
6.			
7.			
8.			

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
<p>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.</p>	
Name of Document:	Attached _____
Date of Document:	Attached _____
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.



 Name

 12/08/2022

 Date

Subscribed and sworn to before me this 8 day
 of December, 2022.



 Notary Public

