

## **EXCLUSIVE NEGOTIATION AGREEMENT**

This EXCLUSIVE NEGOTIATION AGREEMENT (“Agreement”) is entered into as of May \_\_\_\_, 2025 (“Effective Date”) by and between the CITY OF NORTH LAS VEGAS, a Nevada municipal corporation (“City”), the CITY OF NORTH LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (“RDA”), and AGORA REALTY AND MANAGEMENT, INC., a California corporation (“Developer”). City, RDA, and Developer may be referred to individually as a “Party” and collectively as the “Parties”.

### **BACKGROUND**

A. City owns approximately thirty acres of real property located at 2300 Civic Center Dr., identified as APN 139-23-506-005. City facilities occupy approximately 10 acres in the northern portion of the real property. The portion of the real property to the south of the City facilities, as depicted on Exhibit A, comprises approximately twenty acres (“Subject Property”).

B. City and Developer have engaged in discussions regarding Developer’s interest in developing a mixed-use development on the Subject Property (“Campus”).

C. City desires to facilitate the orderly development of the Subject Property into the Campus, which will require the creation of a master development plan for the Campus (“Master Plan”).

D. Developer is a commercial real estate company with specific expertise in planning, developing, marketing, and branding mixed-use development projects.

E. The Parties intend, by this Agreement, to set forth the terms and conditions pursuant to which Developer will assist the City with respect to visioning, activation, and creation of the Master Plan for the Campus and by which the City will grant Developer the exclusive right to develop the Campus.

F. The Parties have entered into this Agreement in order for City and Developer to enter into exclusive negotiations regarding due diligence investigations of the Subject Property by Developer and for Developer to assist the City with visioning, activation, and creation of the Master Plan for the Campus, all on the terms and conditions set forth herein. Additionally, as detailed in Section 3, City and RDA enter into this Agreement in order to document that the RDA will fund the Developer’s costs and expenses for the preparation of the Master Plan.

G. The Parties acknowledge that the Master Plan will take into consideration the wider scope of the surrounding developable properties and visioning, activation, and branding. Said work will include, in addition to the Master Plan of the Campus, a proposed visioning and branding for the area surrounding the Campus. Said vision will include wayfinding, architectural design standards, synergistic uses on adjacent developable properties, and branding

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

### AGREEMENT

1. Appointment; Term. City and RDA engage Developer on an exclusive basis to create the Master Plan and develop the Subject Property pursuant to a Development Agreement (as defined in Section 5 below). The Effective Date of this Agreement will be the date of approval by the RDA and City Council. The exclusive rights granted to Developer pursuant to this Agreement will commence on the Effective Date and be in effect for 90 days ("Term"). The Term may be extended for one-90-day extension term followed by three 30-day extension terms, by the Parties' written mutual agreement, with the right to extend this Agreement being delegated from the City Council and the RDA to the City Manager and the RDA's Chief Administrative Officer; provided that no party to this Agreement has a unilateral right or expectation of such extensions, and each Party must independently agree to such extensions. City and RDA agree not to engage another party in a manner that will interfere with Developer's efforts under this Agreement. Notwithstanding any other individuals or entities associated with the development of the Subject Property and pursuant to terms and conditions to be set forth in the Development Agreement, Developer will have the exclusive right to acquire from the City and develop all or any portion of the Subject Property in accordance with the Master Plan. Such exclusivity will apply to the Subject Property only and will not apply to any other land holdings or real property assets of the City or the RDA which may be in close proximity to the Subject Property.

2. Master Plan.

A. The City agrees to cooperate in good faith with Developer in the creation of the Master Plan. Developer agrees to use diligent efforts to prepare the Master Plan, including performance of the following:

- (a) Creation of an overall vision for the Subject Property, including a site plan and conceptual renderings for the Campus, copies of which will be provided to the City;
- (b) Qualification and recommendation of architects, engineers, and other planning professionals;
- (c) Evaluation of site conditions and development options;
- (d) Analysis of market conditions and evaluation of short and long term uses and users;
- (e) Engagement with complementary users;
- (f) Identification of programming and activation initiatives;
- (g) Assessment of infrastructure requirements;
- (h) Creation of a schedule of pre-development activities for the Campus during

the term of this Agreement, a copy of which will be provided to City;

- (i) A proposed master schedule for the development and completion of the Campus, including any phases of development; and
- (j) Establishment of development standards.

B. Following completion by Developer of the Due Diligence Investigations (as defined in Section 4.A below), City may retain copies of all non-proprietary reports and studies pertaining to the Subject Property which have been provided to City by Developer or its agents pursuant to this Agreement, including surveys, geotechnical and environmental reports, and related studies; and all non-proprietary reports, renderings, studies, and information relating to the development and market feasibility of the Campus, provided, however, all such reports and studies will be provided to City without, and City hereby waives and disclaims, any warranty or representation as to the accuracy or completeness of any kind and without recourse to Developer.

C. City and RDA will cooperate fully in providing Developer with information and assistance to support Developer's implementation of the feasibility analysis. In particular, City and RDA will, promptly after the Effective Date, provide Developer with copies of all reports, plans, drawings, and other documents pertaining to the Subject Property, including any previously submitted drainage studies or traffic studies related to the Subject Property. City's and RDA's designated representative for all matters under this Agreement is Jared Luke, the City's Senior Director of Economic Development and Government Affairs. Developer agrees to provide monthly reports in connection with the feasibility analysis of the Subject Property and the Campus.

3. Developer Compensation and Expense. RDA agrees to pay Developer (i) its commercially reasonable fees, and (ii) its reasonable out-of-pocket expenses for the preparation of the Master Plan. Additionally, the RDA will be solely responsible for all third-party costs and expenses incurred by the Parties related to the preparation of the Master Plan. It is anticipated that Developer's fees and expenses will total an amount between \$200,000 to \$500,000. In no event will Developer's fees and expenses exceed \$500,000. Developer's fees and expenses will be paid by the RDA upon approval of a submitted invoice and backup documentation. Invoices will be submitted to the RDA at the beginning of each month for the previous month's services. All payments will be due within thirty (30) calendar days of receipt of the invoice.

4. Developer Access to Subject Property.

A. City authorizes Developer and its employees, agents, representatives, architects, engineers, consultants, and contractors to access the Subject Property to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as Developer deems necessary ("Due Diligence Investigations") for the potential development of the Campus. City, RDA, and/or their authorized and designated agent(s) will have the right to be present upon any entry of the Subject Property by Developer. Developer acknowledges that City facilities are located to the north to the Subject Property. Developer agrees to use reasonable efforts to not interfere with City business operations when conducting its Due Diligence Operations.

This Agreement does not authorize Developer to access or otherwise use any property not included within the Subject Property. Subject to the limitation specified in this Agreement, Developer will have the right to enter upon and conduct Due Diligence Investigations at any time during the Term. Developer will 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 Subject Property, City must be notified at least five business days prior to any boring or other disturbance of soils to allow City time to notify its environmental consultant and to direct its environmental consultant to be present during the process, if desired by City.<sup>1</sup> Following Developer's Due Diligence Investigations on the Subject Property, Developer will promptly restore the Subject Property 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 Subject Property, the soils so disturbed will be re-compacted to substantially their condition as of the date immediately prior to such boring or other disturbance ("Restoration"), and Developer will obtain at its own expense a certificate from a soils engineer certifying that the Restoration has been completed. This Agreement will extend to soil borings with drilling rigs and hand augers and groundwater sampling with hailers or comparable equipment but will not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment without City's prior written consent. Said due diligence also includes any environmental testing in and around the existing structures on said property.

B. If Developer should discover any hydrocarbon substances or any other hazardous substances, waste, or materials subject to legal requirements or corrective action under any applicable Environmental Laws ("Hazardous Materials") during the Term, Developer will promptly notify City in writing of such discovery. Developer will not use disturbed contaminated soils for the Restoration, and instead will work with City to have stored or otherwise handle (through use of a properly licensed contractor), at City's sole cost and expense, any disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as City takes possession of such materials. Developer will 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.

C. Developer will promptly deliver to City, without charge therefor (except as specified in Section 3 of this Agreement) and without warranty of or recourse to Developer, any 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 Subject Property; provided, however, that Developer need not disclose any communication, regardless of the nature of such communication, between Developer and its

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<sup>1</sup> The City operates on a four day work week. Its business days are Monday, Tuesday, Wednesday, and Thursday.

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 City, Developer will not be deemed to be making any representations with respect to the accuracy or completeness of the information contained in such reports or information.

D. Developer covenants and agrees to 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 Subject Property. Developer will take any action reasonably necessary to promptly remove any lien filed against the Subject Property for work performed or materials delivered to the Subject Property in connection with the Due Diligence Investigations.

E. Developer hereby agrees to indemnify and hold City and the RDA 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 of the Subject Property, or from any claim brought by any Party arising from any alleged intrusion into or damage to other property not included on the Subject Property, of Developer or its officers, employees, contractors, subcontractors, and agents, or anyone who is directly or indirectly employed by, or is acting in concert with, Developer, its officers, its employees, contractors, subcontractors, or agents in connection with this Agreement. If Developer fails to do so, City or the RDA will have the right, but not the obligation, to defend the same and to obtain reimbursement from Developer of all the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs. Notwithstanding anything to the contrary in this Agreement, this Section 4(E) shall not be construed to require Developer to indemnify or hold harmless the Related Parties from (i) any liabilities for pre-existing matters or conditions with respect to the premises merely discovered by Developer (e.g., latent environmental contamination, etc.); or (ii) 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.

F. Developer agrees to obtain and to furnish to City 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 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. City will 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 will be from an insurance carrier that maintains a Best's Key rating of "A VII" or higher. The Certificate shall indicate that neither the insurance company nor Developer can cancel the insurance without at least 10 calendar days' prior written notice to

City. Any exclusion to the effect that the insurance company or surety company will “endeavor to inform” must be stricken from the certificate of insurance. 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 Subject Property, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Subject Property. All deductibles and self-insurance retentions shall be fully disclosed in such certificates of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand dollars (\$25,000.00) without the prior written approval of City.

The obligations and covenants of Developer under this Section 4 shall survive any expiration of the Term or other termination of the Agreement.

5. Good Faith Negotiations and Terms for Development Agreement.

A. During and throughout the Term, the Parties agree to work in good faith to negotiate business terms which would be included in a Disposition and Development Agreement under which Developer would agree to acquire and/or lease and develop all of the Subject Property (“Development Agreement”). The Development Agreement will specify, in detail, procedures and pricing for the acquisition and/or leasing and development of parcels within the Campus and a timeline for development of the Campus. The Parties agree to negotiate the Development Agreement in good faith and enter into the Development Agreement prior to the commencement of construction on the Campus. Without limiting the foregoing, the Development Agreement will provide for the following:

(a) Developer will have the right to purchase and/or lease the Subject Property from the City to develop the Campus in accordance with the Master Plan on terms and conditions to be set forth in the Development Agreement.

(b) The City and the RDA will use good faith efforts to make available any applicable financial incentives for the Campus and cooperate with other governmental agencies offering applicable financial incentives. The City will also use good faith efforts to deliver all reasonably necessary or desirable permits and/or entitlements in connection with the development of the Campus.

(c) Details about the cost of all infrastructure and common area improvements contemplated by the Master Plan on a schedule to be set forth in the Development Agreement or as otherwise required in connection with the development of the Campus.

B. The Parties acknowledge that, in compliance with the provisions of NRS 268, City, at its cost, will obtain and rely upon an independent appraisal of the Subject Property prepared within six months of the effective date of the Development Agreement and that, provided that a Development Agreement is entered by the Parties, the City Council will need to address the adoption of a formal resolution related to the sale and/or lease of the Subject Property to Developer. The adoption of such resolution will be at the discretion of the 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 North Las Vegas or the State of Nevada.

C. The Parties agree and acknowledge (i) that this Agreement creates no obligation for any Party to enter into the Development Agreement or any other agreement related to the Campus; (ii) the decision to enter into a Development Agreement will be at each Party's respective sole and absolute discretion; and (iii) the approval of the City Council will be a condition to City's obligation to enter into a Development Agreement or other agreement (excluding this Agreement) relating to the Campus. 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 Subject Property, including, without limitation, any rights to purchase, lease, option, or otherwise. By its execution of this Agreement, City is not committing itself to or agreeing to undertake disposition of any real property to Developer or any other acts or activities requiring the subsequent independent exercise of discretion by the City 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 City 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 Development Agreement during the Term, this Agreement will automatically expire and be of no further force and effect from and after the expiration of the Term.

6. Real Estate Commission. No Party will 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 6 shall survive any termination or expiration of this Agreement.

7. Conflict of Interest.

A. An official of the City or the RDA, who is authorized in such capacity and on behalf of City or the RDA to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of, or for City or the RDA, who is authorized in such capacity and on behalf of City or the RDA 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 City or the RDA relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, City or the RDA may immediately terminate this Agreement.

8. Default; Termination.

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 Investigations required in order to complete the feasibility analysis of the Campus, and such default is not cured within thirty (30) calendar days after written notice delivered by City specifying the precise nature of the default (or, if not capable of cure within thirty calendar days, such cure is commenced within such time period and diligently pursued by Developer until cured), then City will have the right to immediately terminate this Agreement. In the event of termination, Developer shall be paid compensation for its services properly performed in preparation of the Master Plan pursuant to the terms of this Agreement up to and including the termination date.

B. In the event the City is in default of its obligations under this Agreement, Developer shall be entitled to: (i) terminate this Agreement; (ii) receive payment/reimbursement for any outstanding or unpaid invoices for fees and expenses pursuant to Section 3; and (iii) recover any actual out-of-pocket costs and expenses incurred by Developer in connection with its due diligence and planning activities under this Agreement.

9. 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 or (ii) sent by U.S. mail via certified mail, return receipt requested, all postal fees pre-paid:

Notice to Developer:      Agora Realty and Management, Inc.  
Attn: Cary Lefton  
4764 Park Granada, Ste. 200  
Calabasas, CA 91302

Notice to City:              City of North Las Vegas  
Economic Development Department  
Attn: Jared Luke, Senior Director  
2250 Las Vegas Blvd. N., Ste. 920  
North Las Vegas, NV 89030

With copies to:              City of North Las Vegas  
Purchasing Division  
Attn: Marie Leake  
2250 Las Vegas Blvd. N., Ste. 820  
North Las Vegas, NV 89030

City of North Las Vegas

City Attorney's Office  
Attn: Andy Moore  
2250 Las Vegas Blvd. N., Ste. 810  
North Las Vegas, NV 89030

Notice to RDA: North Las Vegas Redevelopment Agency  
Economic Development Department  
Attn: Jared Luke, Senior Director  
2250 Las Vegas Blvd. N., Ste. 920  
North Las Vegas, NV 89030

With copies to: City of North Las Vegas  
Purchasing Division  
Attn: Marie Leake  
2250 Las Vegas Blvd. N., Ste. 820  
North Las Vegas, NV 89030

City of North Las Vegas  
City Attorney's Office  
Attn: Andy Moore  
2250 Las Vegas Blvd. N., Ste. 810  
North Las Vegas, NV 89030

10. Publicity; Confidentiality. The Parties agree that neither Party will make any public announcement or any press release with respect to this Agreement or the Subject Property without the consent of all of the Parties, which consent will not be unreasonably withheld, conditioned, or delayed. Developer understands that neither the City nor the control the individual statements of its elected officials, and in no case will a statement by a single elected official be a deemed a "public announcement" by the City or the RDA.

The Parties will maintain all shared information in confidence and will not disclose such information to any third party without written consent other than to its affiliates and its employees, officers, attorneys, accountants, and financial advisors in connection with the Campus. "Confidential Information" includes (i) financial and/or contractual information shared by a Party specifically designated in writing as confidential, and (ii) any other information of either Party specifically designated in writing as confidential when given; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the receiving Party or its representatives' breach of this Agreement; (b) is obtained by the receiving Party or its representatives on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the receiving Party establishes by documentary evidence, was in such Party's or its representatives' possession prior to the disclosing Party's disclosure hereunder; or (d) the receiving Party establishes by documentary evidence, was or is independently developed

by such party or its representatives without using any Confidential Information. Confidential Information may be released to the Parties' employees, partners, consultants, and legal counsel who have a reasonable need for such Confidential Information, provided that such individuals agree to maintain the confidential nature of the information. Notwithstanding the foregoing, a Party may disclose Confidential Information (i) as required by law, including, but not limited to, the Nevada Public Records Act (NRS 239), (ii) in response to any governmental inquiry, (iii) in response to a subpoena from any legal tribunal, and (iv) in any legal proceedings related to this letter or the actions of the parties in conjunction with this letter. In the instance of compelled disclosure under the prior sentence, the disclosing Party will use its best efforts to give reasonable notice of such disclosure to the other Party, unless prohibited to do so under applicable law or legal process.

11. Assignment. Developer may assign its rights and obligations under this Agreement to an affiliate controlled by Developer. Otherwise, no Party to this Agreement will assign its rights or obligations hereunder without the prior written consent of the Parties hereto. Subject to this restriction, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding among the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations, or warranties, express or implied, relating to such subject matter other than those set forth herein. This Agreement may only be amended or terminated prior to the expiration of the Term (other than as specified in Section 8) by written agreement of City and Developer.

13. Captions. The descriptive headings of the sections of this Agreement are inserted for convenience only. They are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement or the meaning of any provision hereof.

14. City and RDA Obligations Limited. No obligation assumed by or imposed upon City or the RDA by this Agreement or remedy granted or otherwise arising in, under, or pursuant to this Agreement against City or the RDA will require the payment of money by City or the RDA, or the performance of any action by City or the RDA, the performance of which requires money from City or the RDA, except to the extent that funds are available for such payment or performance from the City or RDA, appropriations therefor lawfully made by the City or the RDA. This Agreement will not be construed as obligating the City Council or the RDA to make future appropriations for the payment of monies or for the performance of any obligations of City or the RDA under this Agreement.

15. Rules of Construction. References to numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. The words “herein”, “hereof”, “hereunder”, “hereby”, “this agreement” and other similar references shall be construed to mean and include this Agreement and all amendments and supplements hereto unless the context shall clearly indicate or require otherwise. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require. Any reference to statutes or laws shall include all amendments, modifications or replacements of the specific sections and provisions concerned.

16. Governing Law. This Agreement and the rights and obligations of the Parties hereto will be governed by and construed and enforced in accordance with the laws of the State of Nevada.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all of which together shall constitute one and the same instrument.

**[SIGNATURES ARE ON FOLLOWING PAGE.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**Developer:**

**AGORA REALTY AND MANGEMENT, INC.,**  
a California corporation

By: \_\_\_\_\_  
Cary Lefton, Chief Executive Officer

**City:**

**CITY OF NORTH LAS VEGAS,**  
a Nevada municipal corporation

By: \_\_\_\_\_  
Pamela A. Goynes Brown, Mayor

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, City Attorney

**RDA:**

**NORTH LAS VEGAS REDEVELOPMENT AGENCY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Isaac Barron, Chairman

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, Secretary

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, Agency Counselor

# Exhibit A

