

**AMENDMENT NO. 2 TO THE OPERATING AGREEMENT  
BETWEEN CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND  
CITY PARKWAY V, INC.**

**THIS AMENDMENT NO. 2 TO THE OPERATING AGREEMENT BETWEEN CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND CITY PARKWAY V, INC.** (“Second Amendment”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (“Agency”) and CITY PARKWAY V, INC., a Nevada non-profit corporation (“CPV”). The Agency and CPV may be referred to herein singularly as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Agency and CPV executed that certain Operating Agreement on April 20, 2011 (“Agreement”) and that certain Amendment No. 1 (“First Amendment”) to the Agreement on November 27, 2023.

**WHEREAS**, Section 7 of the Agreement states that the term of the Agreement shall be for five (5) years, and that the Parties may mutually agree to extend the term of the Agreement for up to two (2) five year extension periods.

**WHEREAS**, Section 2 of the First Amendment states that the Term of the Agreement shall be formally extended and shall now continue in full force and effect until 11:59 PM on April 20, 2026. It is understood and agreed by and between the Parties that this term extension shall constitute the exercise of all extension periods pursuant to Section 7 of the Agreement.

**WHEREAS**, the parties mutually desire to amend the Agreement so that the Term is continuous and may be able to be terminated upon written notice.

**NOW, THEREFORE**, based upon good and sufficient consideration, and in consideration of the recitals above and the mutual obligations of the Parties expressed herein, the Parties mutually agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated by this reference.
2. **Term**. The Term of the Agreement shall be formally extended and shall now continue in effect until terminated by CPV or the Agency. Either party may terminate this Agreement by providing the other party with a written notice to terminate at least sixty (60) days from the date of receipt of the written notice.
3. **Obligations of Parties**. This Second Amendment extends the effectiveness of all other terms, conditions and obligations of the Parties pursuant to the Agreement which remains in full force and effect until the natural expiration of the Agreement as provided in paragraph 2 above.
4. **Capitalized Terms**. All initial capitalized terms not otherwise defined in this Second Amendment shall have the meanings set forth in the Agreement.

5. Counterparts. This Second Amendment may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Second Amendment to be legally executed in duplicate as of the date first date written above.

CITY OF LAS VEGAS REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Mike Janssen, Executive Director

ATTEST:

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

APPROVED AS TO FORM:

**Dimitri P. Dalacas**  
Chief Deputy City Attorney

By:  \_\_\_\_\_ 2/3/26  
Deputy City Attorney Date

CITY PARKWAY V, INC.

By: \_\_\_\_\_  
Mike Janssen, President

ATTEST:

By: \_\_\_\_\_  
Susan Heltsley, Secretary

RDA Item # \_\_\_\_\_ CC Item # \_\_\_\_\_  
DATE: \_\_\_\_\_

Amendment No. 2 to the Operating Agreement