COVENANT

This Covenant is made and entered into between the State of Nevada, acting by and through the Commission for Cultural Centers and Historic Preservation "CCCHP" (formerly the Commission for Cultural Affairs) and King George LLC., owner in fee simple of the Huntridge Theater.

The subject property, Huntridge Theater, is located at 1208 E Charleston Blvd, Las Vegas, NV 89104; more particularly described as Assessor's Parcel Number 162-02-110-016.

In consideration of mutual benefits accruing to the CCCHP and King George LLC., these parties hereby extend the current Covenants on the Huntridge Theater through December 31, 2028. Those Covenants are attached hereto as Exhibit A, Clark County recorder # 970801.00714.

Without limitation, this Covenant extends the current Covenants, # 970801.00714, in whole and in total including all requirements, restrictions, and penalties through December 31, 2028.

The Judgment Lien against the property in the amount of $389,925 shall be reduced on prorated basis for every year the owner of the Huntridge Theater is compliant with this Covenant.

This Covenant runs with the subject property and is binding upon the King George L.L.C. and any and all of its successors, heirs, assignees, or lessees.

This CCCHP Covenant is entered into this 25th day of August, 2016.

King George LLC, Owner Huntridge Theater

Eli Mizrachi, Legal Representative King George L.L.C.

STATE DEPARTMENT OF CONSERVATION, HISTORIC PRESERVATION OFFICE

Rebecca L. Palmer, State Historic Preservation Officer

ADAM PAUL LAXALT, ATTORNEY GENERAL

By: Shane Chesney, Senior Deputy Attorney General

Attorneys for the State of Nevada

CHAPPAH LAW GROUP

By: Sigal Chattah

7875 S. Rainbow Blvd. #204
Las Vegas, NV 89118
Attorney for King George L.L.C.
Exhibit A
Covenants

These Covenants are made and entered into between the State of Nevada, acting by and through the Commission for Cultural Affairs, hereinafter referred to as "STATE" and Friends of the Huntridge Theatre, Inc. hereinafter referred to as "APPLICANT", for the purpose of the of the property known as The Huntridge Theatre, which is owned in fee simple by the APPLICANT.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows:

Assessor's Parcel #'s 162-02-110-004.003.002

In consideration of the sum $765,849.35 received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of ending July 1, 2017.

1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of said property so as to preserve the architectural, historical, cultural and/or archeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the State Historic Preservation Officer, hereinafter referred to as "SHPO."

2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the SHPO.

3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.
4. The APPLICANT agrees that when the property is not clearly visible
from a public right-of-way or includes interior work assisted
with State of Nevada, Commission for Cultural Affairs grant funds,
the property will be open to the public no less than twelve (12)
days a year on an equitable spaced basis and at other times by
appointment. Nothing in these Covenants will prohibit the APPLICANT
from charging a reasonable, nondiscriminatory admission fee,
comparable to fees charged at similar facilities in the area.

5. The APPLICANT further agrees that when the property is not open
to the public on a continuing basis, and when the improvements
assisted with State of Nevada Commission for Cultural Affairs
grant funds are not visible from the public way, notification
will be published for three consecutive working days, no less
than one week prior to the opening date in one newspaper of general
circulation in the community area in which the property is located.
The advertisement shall give the dates and times when the property
will be open. Documentation of such notice will be furnished
annually to the SHPO during the term of these Covenants.

These restraints shall run with the property and are binding upon
the APPLICANT and any and all successors, heirs, assignees, or lessees.
The STATE shall have the right to file suit in law or equity, if the
APPLICANT violates any of the restraints of these Covenants. The purpose
of the suit shall be to cause the APPLICANT to cure said violations or
to obtain the return of funds granted to the APPLICANT by the State of
Nevada Commission for Cultural Affairs.

The APPLICANT shall record these Covenants in the Recorder's Office
of the county in which the subject property is located. The STATE'S obligations
with regard to the subject property shall not become effective until the
APPLICANT has furnished to the STATE satisfactory proof of the aforesaid
recording.
These Covenants are entered into this 19th day of June, 1997.

Applicant

Department of Museums, Library, and Arts

Ronald K. James 7-21-97

State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: Melanie Meehan-Crossley
Deputy Attorney General
# RECEIVED

OCT 11 2016

ATTORNEY GENERAL
Clark County, NV
Transaction #: 3171651
Receipt #: 2894435
Cashier Date: 10/6/2016 12:09:06 PM

Debbie Conway
Clark County Recorder
(702) 455-4336

## Customer Information

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<th>Received: PRIORITY MAIL</th>
<th>Total Fees  $0.00</th>
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<td>Returned: MAIL</td>
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<tr>
<td>CARSON CITY, NV 89701</td>
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## Transaction Information

1 Payments
- NOCHARGE

1 Recorded Items
- Instrument #: 201610060001884
- BK/PG: 0/0
- Date: 10/6/2016 12:09:00 PM

0 Search Items

1 Miscellaneous Items
- (SUPPORT DOC) SUPPORTING DOCUMENTATION COVER LETTER
RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 162-02-110-016
(11 digit Assessor’s Parcel Number may be obtained at:
http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT
(Do NOT Abbreviate)

Covenant

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:
State of Nevada, Dept. of Conservation, Historic Preservation Office

RETURN TO: Name Shane S. Chesney, SDAG
Address 100 N. Carson St.
City/State/Zip Carson City, NV 89701

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name________________________________________
Address_____________________________________
City/State/Zip_________________________________

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of $1.00 will apply.
To print this document properly, do not use page scaling.
Using this cover page does not exclude the document from assessing a noncompliance fee.
P:\Common\Forms & Notices\Cover Page Template Feb2014
THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made as of the date hereof, by and among the parties hereto, as indicated by their signatures below, to settle and resolve with finality all claims between the Plaintiff, State of Nevada, Department of Conservation and Natural Resources, Commission for Cultural Centers and Historic Preservation, formerly the Commission for Cultural Affairs, ("Commission") and Defendants, Eli Mizrahi, ECT Holding L.L.C., King George L.L.C., and Does I-XX inclusive ("Defendants") relating to the subject matter of this action.

WHEREAS, the Commission, commenced this action on February 28, 2014, asserting claims for monetary relief on behalf of the State of Nevada against Defendants for their alleged failure as owner of
the historic Huntridge Theater to comply with restrictive covenants designed to protect the structure, which was chief among other restrictions to the property contained in the covenants;

WHEREAS, Defendants have denied each and every one of the Commission's allegations of wrongdoing and breach of covenants, to which Defendants asserted a number of defenses as well as a counterclaim against the Commission;

WHEREAS, the parties hereto wish to avoid the further expense, delay, inconvenience, burden and uncertainty of continued litigation of this matter;

WHEREAS, the Commission and Defendants have agreed to settle this lawsuit on terms set forth in this Settlement Agreement and Stipulation for Entry of Consent Judgment and the attached Consent Judgment;

WHEREAS, the parties have further agreed that this Agreement is a joint petition to the Court for approval of the Consent Judgment, on the grounds that settlement would be in the parties interest;

NOW, THEREFORE, BE IT KNOWN THAT, in consideration of entry of judgment against King George L.L.C., recorded owner of the Huntridge Theater, King George L.L.C.'s agreement to extend the existing covenant on the subject property until December 31, 2028, and the Commission's agreement to waive the judgment in total and on a prorated basis if the conditions of the covenant including bringing the subject property back to a condition such that it could be a usable public building are satisfied, the parties hereto, acting by and through their authorized agents, memorialize and agree as follows:

1. King George L.L.C. consents to have a judgment entered against it in the amount of $389,925. This amount represents a reversion of 1/2 of the $765,849 grant monies awarded by the Commission as set forth in the sole current and recorded covenant dated August 1, 1997, Clark County Recorder #970801.00714.

2. King George L.L.C. agrees to extend the sole current recorded covenant dated August 1, 1997, Clark County Recorder #970801.00714, restricting its property, the historic Huntridge Theater located at 1208 E Charleston Blvd, Las Vegas, NV 89104, along with all conditions and penalties through December 31, 2028.

3. The State agrees that if by December 31, 2028, all covenant conditions are fulfilled including restoring the subject property back to a condition such that it will be a usable public building than the...
judgment shall be deemed satisfied and therefore waived or otherwise set aside.

4. The State agrees that for every calendar year King George L.L.C. is in compliance with the terms of the extended covenant, see 2 above, that the amount due under the judgment shall be reduced by $32,494. Compliance shall be determined through an inspection by the State Historic Preservation Office conducted on a semi-annual basis during the first and last quarter of each calendar year upon 30 day notice after which, if determined compliant, a Certification of Compliance shall be issued to King George L.L.C.

5. This Agreement resolves all claims between the Commission and Defendants. The Commission upon final approval by the Court agrees to release and forever discharge Defendants from any and all manner of civil claims, demands, actions, suits and causes of action.

6. The Parties hereby jointly petition the Court for entry of a Consent Judgment as described above against King George L.L.C., owner of the Huntridge Theater.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to this Comprehensive Settlement Agreement and Release as of this___ day of June, 2016.

DATED this ___ day of July, 2016.

By: Bli Mizrachi, for Defendants

DATED this ___ day of August, 2016.

By: Rebecca Palmer, SHPO, for Plaintiff

DATED this ___ day of August, 2016.

By: Adam Paul Laxalt
Attorney General

DATED this ___ day of July, 2016.

CHATTAH LAW GROUP

By: Siga Chattah
Attorney for Defendants
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Attorney General of the State of Nevada and that on the 30th day of August, 2016, I served a true and correct copy of the forgoing, SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF CONSENT JUDGMENT, via CM/ECF electronic filing, to:

Sigal Chattah, Esq.
Chattah Law Group
5875 S. Rainbow Blvd, #204
Las Vegas, Nevada 89118
(702) 360-6200
(702) 643-6292
sigal@thegoodlawyer.com
Attorney of Defendant

/s/ Silvia M. Gles
An Employee of the
Office of the Attorney General
JUDG
ADAM PAUL LAXALT
Nevada Attorney General
SHANE S. CHESNEY
Senior Deputy Attorney General
schesney@ag.nv.gov
Nevada State Bar No. 6933
100 N. Carson Street
Carson City, NV 89701
Telephone: (775) 684-1215
Fax: (775) 684-1108
Attorneys for Plaintiff

EIGHT JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

STATE OF NEVADA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, COMMISSION FOR CULTURAL AFFAIRS,

v.

ELI MIZRACHI, ECT Holding, L.L.C., KING GEORGE, L.L.C., and DOES I-XX inclusive,

Defendants.

CONSENT JUDGMENT

WHEREAS Plaintiff, State of Nevada, Department of Conservation and Natural Resources, Commission for Cultural Centers and Historic Preservation, formerly the Commission for Cultural Affairs, and Defendants, Eli Mizrachi, ECT Holding L.L.C., King George L.L.C., and Does I-XX are the parties to this action.

WHEREAS, the Court has reviewed the pertinent document in the matter, the parties hereto have expressed to the satisfaction of this Court their wish to avoid the further expense, delay, inconvenience, burden and uncertainty of continued litigation of this matter as set forth in the Settlement Agreement and Stipulation for Entry of Consent Judgment attached hereto as Exhibit A;
WHEREAS, the Parties have petitioned this Court to enter an agreed judgment against Defendant King George L.L.C.;

NOW, THEREFORE, good cause appearing, IT IS HEREBY ORDERED:

1. Judgment is entered against King George L.L.C., owner of the Huntridge Theater, in the amount of $389,925 in favor of State of Nevada, Department of Conservation and Natural Resources, Commission for Cultural Centers and Historic Preservation.

2. Said judgment of $389,925 shall be reduced by an amount of $32,494 for every year that all applicable covenants affecting the subject property, the Huntridge Theater, are fully complied with.

3. This is the Final Judgment of this case and the same is hereby closed.

DATED this 6 day of September, 2016

Submitted By:
ADAM PAUL LAXALT
Nevada Attorney General

SHANE S. CHESNEY
Senior Deputy Attorney General
Nevada State Bar No. 6933
100 N. Carson Street
Carson City, Nevada 89701
(775) 684-1215
schesney@ag.nv.gov
Exhibit A
AGRE
ADAM PAUL LAXALT
Nevada Attorney General
Shane S. Chesney
Senior Deputy Attorney General
schesney@ag.nv.gov
Nevada State Bar No. 6933
100 N. Carson Street
Carson City, NV 89701
Telephone: (775) 684-1215
Fax: (775) 684-1108
Attorneys for Plaintiff

EIGHT JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

STATE OF NEVADA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, COMMISSION FOR CULTURAL AFFAIRS,

v.

ELI MIZRACHI, ECT Holding, L.L.C., KING GEORGE, L.L.C., and DOES I-XX inclusive,

Defendants.

SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF CONSENT JUDGMENT

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made as of the date hereof, by and among the parties hereto, as indicated by their signatures below, to settle and resolve with finality all claims between the Plaintiff, State of Nevada, Department of Conservation and Natural Resources, Commission for Cultural Centers and Historic Preservation, formerly the Commission for Cultural Affairs, ("Commission") and Defendants, Eli Mizrachi, ECT Holding L.L.C., King George L.L.C., and Does I-XX inclusive ("Defendants") relating to the subject matter of this action.

WHEREAS, the Commission, commenced this action on February 28, 2014, asserting claims for monetary relief on behalf of the State of Nevada against Defendants for their alleged failure as owner of
the historic Huntridge Theater to comply with restrictive covenants designed to protect the structure,
which was chief among other restrictions to the property contained in the covenants;

WHEREAS, Defendants have denied each and every one of the Commission's allegations of
wrongdoing and breach of covenants, to which Defendants asserted a number of defenses as well as a
counterclaim against the Commission;

WHEREAS, the parties hereto wish to avoid the further expense, delay, inconvenience, burden and
uncertainty of continued litigation of this matter;

WHEREAS, the Commission and Defendants have agreed to settle this lawsuit on terms set forth
in this Settlement Agreement and Stipulation for Entry of Consent Judgment and the attached Consent
Judgment;

WHEREAS, the parties have further agreed that this Agreement is a joint petition to the Court for
approval of the Consent Judgment, on the grounds that settlement would be in the parties interest;

NOW, THEREFORE, BE IT KNOWN THAT, in consideration of entry of judgment against
King George L.L.C., recorded owner of the Huntridge Theater, King George L.L.C.'s agreement to extend
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to waive the judgment in total and on a prorated basis if the conditions of the covenant including bringing
the subject property back to a condition such that it could be a usable public building are satisfied, the
parties hereto, acting by and through their authorized agents, memorialize and agree as follows:

1. King George L.L.C. consents to have a judgment entered against it in the amount of $389,925.
This amount represents a reversion of 1/2 of the $765,849 grant monies awarded by the Commission as set
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2. King George L.L.C. agrees to extend the sole current recorded covenant dated August 1, 1997,
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1208 E Charleston Blvd, Las Vegas, NV 89104, along with all conditions and penalties through December
31, 2028.

3. The State agrees that if by December 31, 2028, all covenant conditions are fulfilled including
restoring the subject property back to a condition such that it will be a usable public building than the
judgment shall be deemed satisfied and therefore waived or otherwise set aside.

4. The State agrees that for every calendar year King George L.L.C. is in compliance with the terms of the extended covenant, see 2 above, that the amount due under the judgment shall be reduced by $32,494. Compliance shall be determined through an inspection by the State Historic Preservation Office conducted on a semi-annual basis during the first and last quarter of each calendar year upon 30 day notice after which, if determined compliant, a Certification of Compliance shall be issued to King George L.L.C.

5. This Agreement resolves all claims between the Commission and Defendants. The Commission upon final approval by the Court agrees to release and forever discharge Defendants from any and all manner of civil claims, demands, actions, suits and causes of action.

6. The Parties hereby jointly petition the Court for entry of a Consent Judgment as described above against King George L.L.C., owner of the Huntridge Theater.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to this Comprehensive Settlement Agreement and Release as of this ___ day of June, 2016.

DATED this ___ day of July, 2016. DATED this ___ day of August, 2016.

By: Eli Mistachi, for Defendants

ADAM PAUL LAXALT
Attorney General

DATED this ___ day of August, 2016. DATED this ___ day of July, 2016.

By: Shane S. Chesney
Senior Deputy Attorney General
Attorneys for the State of Nevada, Commission for Cultural Centers and Historic Preservation

CHATTAH LAW GROUP

By: Siga Chidah
757 S. Rainbow Blvd. #204
Las Vegas, NV 89118
Attorney for Defendants
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Attorney General of the State of Nevada and that on the 30th day of August, 2016, I served a true and correct copy of the forgoing, SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF CONSENT JUDGMENT, via CM/ECF electronic filing, to:

Sigal Chattah, Esq.
Chattah Law Group
5875 S. Rainbow Blvd, #204
Las Vegas, Nevada 89118
(702) 360-6200
(702) 643-6292
sigal@thegoodlawyer.com
Attorney of Defendant

/s/ Silvia M. Gles
An Employee of the Office of the Attorney General