

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into effective upon complete execution by all parties to this Agreement (the "Effective Date"). This Agreement is entered into by and among State of Nevada, Commission for Cultural Centers and Historic Preservation, f/k/a Commission for Cultural Affairs ("Plaintiff"); Eli Mizrachi, ECT Holding, LLC, King George, LLC (collectively, "Defendants"); City of Las Vegas ("City"); Leigh S. J. Hunt, LLC, a Nevada limited liability company, an entity owned and controlled by J. Dapper ("Dapper") (all parties hereinafter collectively referred to as "Parties"); for the purpose of resolving by compromise and settlement, all claims, liabilities and disputes between Plaintiff and Defendants with prejudice and accomplishing certain additional matters as identified in the Recitals below.

I. RECITALS

A. In exchange for a grant, The Friends of the Huntridge Theatre, Inc. (the then owner of the Huntridge Theater) agreed to abide by 5 covenants to be monitored by Plaintiff (the "1997 Covenants"). (**Exhibit 3**).

B. On December 31, 2001, the Friends of the Huntridge Theater, Inc., transferred title of the Huntridge Theater to ECT Holding, LLC, controlled by and/or owned by managing partner Eli Mizrachi. (**Exhibit 1**). A title report shows that the covenants were recorded against the property on August 1, 1997. (**Exhibit 2**). ECT Holding, LLC was later replaced by King George, LLC, controlled by Eli, Aron and Rafaela Mizrachi, which entity remain the current owner of the Huntridge Theater as of the date of this Agreement.

C. On February 28, 2014, Plaintiff filed suit against Eli Mizrachi, ECT Holding, LLC, and King George, LLC, alleging failure to comply with the 1997 Covenants. (**Exhibit 4**).

D. On August 30, 2016 that lawsuit was settled in an agreement titled “Settlement Agreement and Stipulation of Entry of Consent Judgment.” (the “Consent Judgment”). **(Exhibit 5)**. In that Settlement Agreement, King George, LLC agreed to: (1) an extension of the 1997 Covenants until December 31, 2028; and (2) a consent judgement against King George, LLC, in the amount of \$389,925 (representing ½ of the \$765,849 in unpaid grant money granted to the Friends of the Huntridge in 1997). SHPO agreed that for every calendar year King George, LLC is in compliance with 1997 Covenants, the amount due (\$389,925) shall be reduced by \$32,494. SHPO also agreed 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 judgement shall be deemed satisfied and therefore waived or otherwise set aside.” **(Exhibit 5, Page 2, Lines 26-27 and Page 3, Line 1)**

E. On February 15, 2019, Plaintiff filed a lawsuit seeking an Order to Show Cause, alleging that Eli Mizrachi, ECT Holdings, LLC, and King George, LLC, violated the Consent Judgment and should be held in contempt. **(Exhibit 6)**.

F. On October 17, 2019, the Eighth Judicial District Court recognized that the Defendants Eli Mizrachi, ECT Holding, and King George LLC have violated the Consent Judgment and that Defendants owe the Plaintiff a Judgment in the amount of \$389,925, with legal interest accruing from the date of the Judgment. **(Exhibit 7)**. During that same hearing, the court granted a Motion to Intervene filed by the City of Las Vegas. The Motion to Intervene was filed because the City of Las Vegas had negotiated a Purchase and Sale Agreement for the Huntridge Theater and a simultaneous Assignment Agreement to J. Dapper, developer and owner of the Dapper Companies.

G. That Court further held that that the Defendants violated the terms of the Consent Judgment and that the covenant should be extended twelve (12) years from the date the property is fully rehabilitated (pursuant to the Standards for Rehabilitation (36 CFR 67) for use in the Federal Historic Preservation Tax Incentives program).

H. intentionally omitted

I. On November 6, 2019, the City of Las Vegas approved an Agreement of Purchase and Sale and Joint Escrow instructions between the City of Las Vegas and King George, LLC. For the purchase of the Huntridge Theater and 3 adjoining parcels. **(Exhibit 8)**. On that same date, the City of Las Vegas approved an Assignment Agreement, assigning the Purchase and Sale Agreement for the Huntridge and adjoining parcels to J. Dapper. **(Exhibit 9)**.

J. On May 26, 2020, King George, LLC and J. Dapper agreed to amend the Purchase and Sale Agreement to extend the expiration of the Feasibility Period to November 30, 2020 and extend the Closing Date to December 30, 2020, which Closing Date may be further extended by the parties to the Purchase and Sale Agreement. **(Exhibit 10)**.

K. The Plaintiff and the Defendants wish to fully and finally compromise and settle any and all disputes, issues, allegations, claims, defenses, rights, and obligations which have been asserted or which could have been asserted in the actions between Plaintiff and Defendants described above (“Litigation”) or which arise out of or are in any way connected to the conduct alleged in, related to, or giving rise to the Litigation on the terms and conditions expressed in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

II. AGREEMENT

1. Mutual Release

The purpose of this Agreement is to fully and finally resolve the dispute and any and all related issues among the Plaintiff and Defendants. Accordingly, upon satisfaction or resolution of the items set forth in Sections 3(a) through (i) below, each of Plaintiff and Defendant (collectively, the “Litigation Parties”), for good and valuable consideration, the adequacy of which is hereby acknowledged, does hereby forever release, acquit, and discharge every other Litigation Party, and that Litigation Party's principals, partners, officers, managers, directors, members, shareholders, investors, trusts, trustees, agents, employees, attorneys, successors, predecessors, affiliates, subsidiaries, insurers, assigns, executors and executrixes, administrators, creditors, related entities, and any other legal representatives from any and all claims, actions, causes of action, demands, counterclaims, costs, losses, suits, rights, damages, attorney fees, and expenses of any kind whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted, which that Litigation Party may have against any other Litigation Party, arising from or relating directly or indirectly to the Litigation and any and all claims which have been asserted or could have been asserted in the Litigation, and those relating to or arising from the allegations set forth in the Litigation. Each Litigation Party expressly waives all rights afforded by laws regarding a waiver of unknown claims.

Each Litigation Party makes this above release on its own behalf and on behalf of its respective constituents, including every other person or entity holding any interest in the Party, its predecessors, or its successors.

2. Mutual Warranties

Except as otherwise identified in this Agreement, the Litigation Parties warrant and represent that they have not assigned or transferred any part or portion of the subject matter released in this Agreement to any person or entity. Each Litigation Party shall indemnify and hold harmless every other Litigation Party from and against any claims, including attorney's fees and costs, based on, in connection with, or arising out of any such assignment or transfer. Each Litigation Party also warrants that the individual executing this Agreement on behalf of the entity is fully authorized to bind that entity including its general partners, limited partners, investors, and every other person or entity holding any interest in the Litigation Party by executing this Agreement.

3. Settlement Items and Dismissals

In order to assist in the resolution of the Litigation and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties have agreed to the following:

PRE-REHABILITATION OBLIGATIONS

(a) From and after the closing of its acquisition of the Huntridge Theater, Dapper agrees to exercise reasonable diligence to cause significant progress towards rehabilitation of the Huntridge Theatre according to The Standards for Rehabilitation (36 CFR 67) for use in the Federal Historic Preservation Tax Incentives program, including, but not limited to, the following architectural elements of the Huntridge: (1) original (i.e. part of the 1944 construction) exterior walls, (2) marquee as it presently exists after 1980 and 1993 renovations, (3) monument sign, and (4) interior configuration of the lobby and theater spaces.

(b) From and after the closing of its acquisition of the Huntridge Theater, Dapper will allow inspection of the Huntridge Theater building at all reasonable times (at least twice a year) through the City's Las Vegas Historic Preservation Commission, and provide quarterly reports to the Commission advising of its actions to cause rehabilitation, until such time as rehabilitation is completed in accordance with this Agreement. If Dapper's conduct is deemed satisfactory by the Commission, Dapper will be deemed compliant with this Agreement.

(c) Failure to exercise reasonable diligence to rehabilitate the Huntridge Theatre as required by this Agreement will constitute a material breach of this Agreement and the Dapper Covenant (defined below). Upon a finding by the Las Vegas Historic Preservation Commission, or any other successor supervising agency, that Dapper has failed to exercise reasonable diligence to rehabilitate the Huntridge Theatre as required by this Agreement, and the failure of Dapper to cure such failure within sixty (60) days after written notice by the Las Vegas Historic Preservation Commission, or any other successor supervising agency, the agency shall have the option (which shall be its sole and absolute discretion) of either: (a) adding an additional year to the Dapper Covenant term; or (b) collecting from Dapper liquidated damages in the amount of \$389,925, reduced by \$38,992.50 for every calendar year following Dapper's acquisition of the Huntridge Theater that Dapper is in compliance with this Agreement and the Dapper Covenant.

(d) Dapper agrees to execute a new covenant (consistent with the obligations of the 1997 Covenant) (the "Dapper Covenant") that shall extinguish December 31, 2030, conditioned upon compliance with the terms of the Dapper Covenant, and this Agreement. The Dapper Covenant is attached hereto. **(Exhibit 11)**. Dapper would execute the Dapper Covenant contemporaneously with the execution of this Agreement and irrevocably instruct the escrow agent facilitating the sale of the Huntridge Theater to record the Dapper Covenant in the Clark County

Official Records upon acquisition of the Huntridge Theater by Dapper. The recording of the Dapper Covenant would terminate of record the 1997 Covenant, the Consent Judgment, and the other documents arising out of the historical transactions outlined in the Recitals to this Agreement as specified in the Dapper Covenant.

POST REHABILITATION OBLIGATIONS

(e) Upon rehabilitation of the building, as certified by the Las Vegas Historic Preservation Commission, or any successor supervising agency, the obligations of Dapper would be those set forth in the Dapper Covenant.

OTHER OBLIGATIONS

(f) Dapper agrees to apply to the City of Las Vegas Historic Preservation Commission for inclusion of the Huntridge Theater on the Historic Registry of the City of Las Vegas.

(g) Plaintiff will stipulate to dismissal and forgiveness of the Mizrachi Consent Judgment, in the amount of \$389,925, plus interest, owed by the Defendants, upon execution of this Agreement.

(h) Defendants will convey the Huntridge Theatre to Dapper pursuant to the purchase and sale Agreement assigned to Dapper by the City of Las Vegas no later than December 31, 2020, or any extended Closing Date as may be agreed-to by the parties to the Purchase and Sale Agreement.

(i) The City agrees to assume all responsibilities for supervision and monitoring of the rehabilitation of the Huntridge Theatre, upon execution of this Agreement as long as they remain a Certified Local Government (as defined in 54 U.S.C. § 300302). All obligations for supervision and monitoring of the property by the Plaintiff will cease and transfer to the City of Las Vegas at that time. Consistent with the requirements of the National Historic Preservation Act of 1966, as

amended (the “Act”), with this Agreement, the State Historic Preservation Office is delegating authority to the City to assume all responsibilities for reviews of any federal undertakings (as defined in 54 U.S.C § 300320) directly affecting this property only in accordance with Section 106 of the Act and its implementing regulations found in 36 C.F.R Part 800 or any subsequent agreement documents executed under these regulations. The City operates the Las Vegas Historical Preservation Commission, which oversees preservation activities in the City for buildings, structures and places of historical and architectural significance. The City understands and agrees that the Huntridge Theatre received registration in the National Register of Historic Places in 1993. The City also understands and agrees that a covenant attaches to the property pursuant to a Court Order dated October 27, 2019, and that the Order requires rehabilitation of the property consistent with the Standards for Rehabilitation (36 CFR 67) for use in the Federal Historic Preservation Tax Incentives program). The City also understands and agrees that supervision of the Huntridge Theatre, pursuant to federal statute, and the Dapper Covenant, requires, among other obligations; semi-annual inspections; public access the proscribed number of days per year; and that any rehabilitation must be completed pursuant to The Standards for Rehabilitation (36 CFR 67) for use in the Federal Historic Preservation Tax Incentives program, as set forth in this Agreement.

(j) Defendants shall remain responsible for the fees and costs incurred by the Special Master until the sale of the Huntridge Theatre is completed as identified in this Agreement, which shall be payable on or before the closing of such sale.

(k) The parties recognize that approval and adoption of sections 3(e) – 3(j), above, by the Plaintiff and Las Vegas City Council are necessary for the approval of this Agreement, which approval shall be obtained no later than October 31, 2020. The Parties agree that this Agreement

shall become binding upon all Parties upon approval of this Agreement by the Plaintiff and Las Vegas City Council. In the event this Agreement is not approved by either Plaintiff or the Las Vegas City Council, this Agreement shall be void, *ab initio*, and of no force or effect and shall have no evidentiary value whatsoever against any Party.

(k) Once this Agreement is approved, as set forth, within five (5) business days, the Plaintiff and Defendant shall execute a stipulation and order to dismiss the Litigation with prejudice. *See* Stipulation to Dismiss enclosed as Exhibit 1. The stipulation shall be filed as soon as practicable following execution of the stipulation, and in any event no later than five (5) business days after execution.

4. Fees and Costs

Each Party will bear its own fees and costs related to this Agreement and the Litigation.

5. Entire Agreement

This Agreement, including exhibits, memorializes the entire Agreement and understanding among the Parties in connection with the resolution of their dispute and the related Litigation. This Agreement may be altered only by a written instrument executed by all Parties after the date of this Agreement.

6. No Release of Third Parties.

This Agreement shall not affect claims against any other third parties.

7. Construction

This Agreement is jointly drafted and negotiated, and shall be construed as a whole. Any rule or construction that ambiguities are to be resolved against the drafting Party shall not apply to the Settlement Documents.

8. Additional Acts

Each of the Parties shall execute any and all documents or take other such action necessary and proper to effectuate the provisions and intent of this Agreement.

9. Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if each Party had executed all counterparts. Moreover, this Agreement may be executed by facsimile or electronic signatures, which shall be deemed as effective and binding as original signatures.

10. Notices

To Plaintiff: Craig M. Burkett, Esq.
ATTORNEY GENERAL'S OFFICE
100 North Carson Street
Carson City, NV 89701-4717
Email: cburkett@ag.nv.gov

To Defendants: Sigal Chattah, Esq.
CHATTAH LAW GROUP
5875 South Rainbow Boulevard, #204
Las Vegas, NV 89118
Email: chattahlaw@gmail.com

To Dapper: Andrew J. Glendon
Santoro Whitmire, LTD
10100 W. Charleston Boulevard, #250
Las Vegas, NV 89135
Email: aglendon@santoronevada.com

To City: Phil Byrnes, Esq.
LAS VEGAS CITY ATTORNEY'S OFFICE
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Email: bjerbic@lasvegasnevada.gov

Each Party shall give the other Parties prompt notice of any change in the identity or contact information for the above designees. Notices shall be effective and be deemed to have been given upon sending the notice by email, facsimile, and/or regular mail under this Section.

11. Independent Understanding

The Parties acknowledge that they have been fully advised and represented by legal counsel of their selection in the negotiation and execution of this Agreement, and that they understand the meaning and significance of its various terms. In executing this Agreement, the Parties are relying solely upon their own independent judgment and not on any representation, statement, or action by any of the other Parties released under this Agreement.

THE SIGNATURES BELOW ACKNOWLEDGE THAT EACH EXECUTING PARTY HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THAT SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE. EACH SIGNATURE BELOW ALSO ACKNOWLEDGES THAT THE RESPECTIVE PARTY HAS SIGNED THIS AGREEMENT AS HER/HIS/ITS OWN FREE AND VOLUNTARY ACT. EACH PARTY FURTHER ACKNOWLEDGES THAT THIS IS AN IMPORTANT AND BINDING LEGAL CONTRACT, AND THAT EACH PARTY HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH HER/HIS/ITS LEGAL COUNSEL.

12. Jurisdiction, Venue, and Law

This Agreement is intended to be performed in the State of Nevada and the laws of the State of Nevada shall govern its interpretation and effect. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in Clark County, Nevada.

13. Prevailing Party

Each Party shall bear its own attorneys' fees and costs incurred in connection with the Litigation and/or the preparation and execution of this Agreement. However, in the event any dispute arises between any of the Parties arising out of or in connection with this Agreement such as the breach or enforcement of this Agreement, the prevailing party in said action shall be entitled to an award of reasonable attorney's fees, costs of suit and necessary disbursements in

addition to whatever other relief such prevailing party may be awarded in connection with such dispute.

**STATE OF NEVADA, COMMISSION
FOR CULTURAL CENTERS AND
HISTORIC PRESERVATION, f/k/a
COMMISSION FOR CULTURAL
AFFAIRS**

By: _____

Name: _____

Dated this ____ day of _____, 2020.

ELI MIZRACHI

By: _____

Name: _____

Dated this ____ day of _____, 2020.

DAPPER

Leigh S. J. Hunt, LLC, a Nevada limited liability company

By: _____

Name: J Dapper, Manager

Dated this ____ day of _____, 2020.

ECT HOLDING, LLC

By: _____

Name: _____

Dated this ____ day of _____, 2020.

CITY OF LAS VEGAS

By: _____

Name: _____

Dated this ____ day of _____, 2020.

KING GEORGE, LLC

By: _____

Name: _____

Dated this ____ day of _____, 2020.

EXHIBIT 1

EXHIBIT 1

20020104
.00255

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 162-02-110-003
- b) 162-02-110-011
- c)
- d)

2. Type of Property:

- a) Vacant Land
- c) Condo/Townhse
- e) Apt. Bldg.
- g) Agricultural
- i) Other _____
- b) Single Fam. Resi
- d) 2-4 Plex
- f) Comm/Vind'l
- h) Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY	
Documentation/Instrument #:	_____
Book:	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property: ~~57000000~~ 925,000.00
 Deed in Lien of Foreclosure Only (value of property): (0.00)
 Transfer Tax Value: ~~57000000~~ 925,000.00
 Real Property Transfer Tax Due: ~~5775000~~ 2,312.50 *EW*

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]
 Signature: _____

Capacity: [Signature]
 Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Chris Sanderson
 Address: 6075 Peach Orchard Rd
 City: LV
 State: NV Zip: 89148

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: _____
 Address: _____
 City: _____
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: United Title of Nevada
 Address: P.O. Box 70480
 City/State/Zip: Las Vegas, Nevada 89170-0480

Escrow #: 01125837-029

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

256
COPY

20020104
.00258

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

a) 162-02-110-003

b) 162-02-110-011

c)

d)

2. Type of Property:

a) Vacant Land

c) Condo/Twnhse

e) Apts. Bldg.

g) Agricultural

i) Other _____

b) Single Fam. Resi

d) 2-4 Plex

f) Comm'l/Ind'l

h) Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property: \$925,000.00

Deed in Lieu of Foreclosure Only (value of property): (0.00)

Transfer Tax Value: \$925,000.00

Real Property Transfer Tax Due: \$2,312.50

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: Buyer

Signature: _____

Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: _____

Address: _____

City: _____

State: _____ Zip: _____

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Eli Milach

Address: 1200 E. Charleston

City: Las Vegas

State: NV Zip: 89104

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: United Title of Nevada

Escrow #: 01125837-029

Address: P.O. Box 70480

City/State/Zip: Las Vegas, Nevada 89170-0480

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/ MICROFILMED)

Handwritten signature
COPY

20020104
00256

APN: 162-02-110-003
162-02-110-011
Affix R.P.T.T. \$2,250.00
WHEN RECORDED MAIL TAX STATEMENT TO:
WHEN RECORDED MAIL TO:
ECT HOLDING
1200 E. CHARLESTON
LAS VEGAS, NV 89104

3

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

The Friends of the Huntridge Theater, Inc., a Nevada Non-Profit corporation

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

ECT HOLDING, LLC, A NEVADA LIMITED LIABILITY COMPANY

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

- Subject to:
1. Taxes for the current fiscal year, paid current.
 2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my four hand(s) this 31ST day of DECEMBER, 2001.

SELLER:

The Friends of the Huntridge Theater, Inc., a Nevada Non-profit corporation

By: [Signature]
Name: Eric Jordan
Title: President

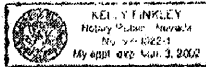
STATE OF NEVADA)
) ss.
COUNTY OF Clark)

Escrow No. 01125837-029-KRF

On this DECEMBER 31, 2001
appeared before me, a Notary Public,

ERIC JORDAN AS PRESIDENT OF
THE FRIENDS OF THE HUNTRIDGE THEATER, INC.
personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

Kelly Finkley
Notary Public



ASSISTANT CLERK'S COPY

20029104
.00256

Exhibit A

All of Block Twenty Five (25) of the AMENDED PLAT OF HUNTRIDGE SUBDIVISION TRACTS 1, 2 and 3, as shown by map thereof on file in Book 2 of Plats, Page 63, in the Office of the County Recorder of Clark County, Nevada. (The West line of said Block Twenty Five (25) being Fifty Five (55) feet East of the centerline of Maryland Parkway, as shown by said map).

Together with that vacated portion of Charleston Boulevard lying in front of and adjacent to said Block Twenty Five (25), as vacated by that certain Order of Vacation recorded September 3, 1953 in Book 36 of Miscellaneous Records, Page 126, Document No. 412963, more particularly described as follows:

Beginning at the Northwest (NW) corner of Section 2, Township 21 South, Range 61 East, M.D.B. & M.; thence North $89^{\circ}30'33''$ East along the centerline of Charleston Boulevard as shown on The Amendment to Huntridge Subdivision Tracts One (1), Two (2) and Three (3) (Book 2 of Plats, Page 63) a distance of 47.52 feet to a point; thence South and parallel to the centerline of Maryland Parkway, as shown on aforementioned Subdivision, a distance of 50 feet to the True Point of Beginning; thence North $89^{\circ}30'33''$ East and parallel to the centerline of Charleston Boulevard, a distance of 498.19 feet to a point; thence South 40 feet to a point; said point being the Northeast (NE) corner of Block Twenty Five (25) of aforementioned Subdivision; thence South $89^{\circ}30'33''$ West along the South right of way line of Charleston Boulevard, a distance of 478.36 feet to a point; thence to the left along a curve with a radius of 20 feet, subtending a central angle of $89^{\circ}30'33''$, an arc distance of 31.24 feet to a point on the East right of way line of Maryland Parkway; thence North and parallel to the centerline of Maryland Parkway, a distance of 59.83 feet to the True Point of Beginning; all of which lies in the Northwest Quarter (NW 1/4) of Section 2, Township 21 South, Range 61 East, M.D.B. & M.

EXCEPTING from said Block Twenty Five (25) and adjacent vacated Charleston Boulevard, the East 200.00 feet thereof.

FURTHER EXCEPTING THEREFROM those certain spandrel areas located in the Northwest corner of said land, as conveyed to The City of Las Vegas for road purposes by Deed recorded June 15, 1967 in Book 802 as Document No. 644757, Official Records, and by Deed recorded August 9, 1972 in Book 253 as Document No. 212887, Official Records.

FURTHER EXCEPTING THEREFROM the following described property:

Commencing at the Southwest (SW) corner of Block Twenty Five (25), AMENDED PLAT OF HUNTRIDGE SUBDIVISION TRACTS 1, 2 and 3, as recorded in Book 2, Page 63, Clark County Recorder's Office; thence North 123.00 feet to the Northwest (NW) corner of the Huntridge Station Post Office Building and the Point of Beginning; thence continuing North 239.31 + feet to the P.C. of a curve to the right, said curve having a radius of 24.00 feet and a central angle of $89^{\circ}30'33''$; thence along said curve, an arc length of 37.49 feet to the P.T. of said curve; thence along the South right of way line of Charleston Boulevard (100 feet wide), North $89^{\circ}30'33''$ East, 51.20 feet; thence South 263.75 feet; thence West along the North line of said Post Office Building, 75.00 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM the following described property:

COPY

20020104
00256

Beginning at the Southwest (SW) corner of Block Twenty Five (25), AMENDED PLAT OF HUNTRIDGE SUBDIVISION TRACTS 1, 2 and 3, as recorded in Book 2, Page 63, Clark County Recorder's Office; Thence North 00°01'05" West along the Easterly right-of-way of Maryland Parkway, 123.00 feet to the Northwest (NW) corner of the Hantridge Station Post Office Building; thence South 89°58'55" East, 75.00 feet; Thence North 00°01'05" West, 3.10 feet; Thence South 89°58'55" East, 38.46 feet; Thence South 00°01'05" West, 126.10 feet; Thence North 89°58'55" West, 113.46 feet the Point of Beginning.

(Said parcel being further delineated on that certain Boundary Line Adjustment Survey on file in File 72, Page 23 and recorded August 10, 1994 in Book 940810 as Document No. 01037, Official Records)

ASSESSOR'S COPY

CLARK COUNTY, NEVADA
JUDITHA VANDEVER, RECORDER
RECORDED AT REQUEST OF:

UNITED TITLE OF NEVADA
01-04-2002 08111 GNC 3
OFFICIAL RECORDS
BOOK: 20020104 INSTR: 00256
FEE: 16.00 RPIT: 2,312.50

EXHIBIT 2

EXHIBIT 2

SCHEDULE B
(Continued)

First Amendment to Ordinance No. 6205 establishing a redevelopment plan for a new and additional redevelopment area-Redevelopment Area 2

Recording Date: September 12, 2012

Recording No.: Book 20120912, Instrument No. 01933, of Official Records

Second Amended and Restated Redevelopment Plan Ordinance No. 6488 to expand the redevelopment area and to extend the life of the plan

Recording Date: January 7, 2016

Recording No.: Book 20160107, Instrument No. 01026, of Official Records

Ordinance No. 6549 adopting the Amended and Restated Redevelopment Plan for Redevelopment Area 2

Recording Date: March 23, 2017

Recording No.: Book 20170323, Instrument No. 01012, of Official Records.

16. Any rights, interests or claims which may exist or arise by reason of a Record of Survey

File: 72. of Surveys, Page 23

Recording Date: August 10, 1994

Recording No.: Book 940810, Instrument No. 01087, of Official Records

17. INTENTIONALLY DELETED

18. Any rights, interests or claims which may exist or arise by reason of a Record of Survey

File: 80. of Surveys, Page 10

Recording Date: December 19, 1995

Recording No.: Book 951219, Instrument No. 00946, of Official Records

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Nevada Power Company

Purpose: power lines

Recording Date: December 10, 1996

Recording No.: Book 961210, Instrument No. 01143, of Official Records

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Las Vegas Valley Water District

Purpose: water lines

Recording Date: June 13, 1997

Recording No.: Book 970613, Instrument No. 00683, of Official Records

- 21. Terms, provisions and conditions as contained in an instrument ←

Entitled: Covenants

Recording Date: August 1, 1997

Recording No.: Book 970801, Instrument No. 00714, of Official Records

An extension of the above referenced Covenant;

Recording Date: October 6, 2016

Recording No.: Book 20161006, Instrument No. 0001884, of Official Records

EXHIBIT 3

EXHIBIT 3

DECLUTTERED
Friends of The *nter* *the*
1208 E Charleston
LV Nov 89/04

7/08/07/14

3

ATTACHMENT B

COVENANTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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 Theater,
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:
[cite references, including repository, book, and page number(s)].

Assessors 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, herinafter 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.

9/08/01.00/14

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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 leasees.

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 aforementioned recordation.

970801.00714

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32

These Covenants are entered into this 19th day of June, 1997

Richard L. Long
Applicant

Department of Museums, Library, and Arts

Ronald M. James 7-21-97
Ronald M. James Date
State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: *Melanie Meehan-Crossley*
Melanie Meehan-Crossley
Deputy Attorney General

R-7

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

FRIENDS OF THE HUNTRIDGE

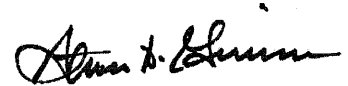
08-01-97 13:37 PRC 3
OFFICIAL RECORDS

BOOK: 970801 INST: 00714

FEE: 9.00 RPTT: .00

EXHIBIT 4

EXHIBIT 4



CLERK OF THE COURT

ELECTRONICALLY SERVED
09/06/2016 09:44:59 AM

1 **AGRE**
ADAM PAUL LAXALT
2 Nevada Attorney General
Shane S. Chesney
3 Senior Deputy Attorney General
schesney@ag.nv.gov
4 Nevada State Bar No. 6933
100 N. Carson Street
5 Carson City, NV 89701
Telephone: (775) 684-1215
6 Fax: (775) 684-1108
Attorneys for Plaintiff
7

8 **EIGHT JUDICIAL DISTRICT COURT**
CLARK COUNTY, NEVADA
9

10
11 STATE OF NEVADA, DEPARTMENT
OF CONSERVATION AND NATURAL
12 RESOURCES, COMMISSION FOR
CULTURAL AFFAIRS,)

CASE NO. A-14-696982-C

13 Plaintiff,

DEPT. NO. XXVII

14 v.)

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

17 Defendants.
18

19 **SETTLEMENT AGREEMENT AND STIPULATION**
FOR ENTRY OF CONSENT JUDGMENT
20

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

27 WHEREAS, the Commission, commenced this action on February 28, 2014, asserting claims for
28 monetary relief on behalf of the State of Nevada against Defendants for their alleged failure as owner of

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

1 the historic Huntridge Theater to comply with restrictive covenants designed to protect the structure,
2 which was chief among other restrictions to the property contained in the covenants;

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

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

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

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

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

19 1. King George L.L.C. consents to have a judgment entered against it in the amount of \$389,925.
20 This amount represents a reversion of 1/2 of the \$765,849 grant monies awarded by the Commission as set
21 forth in the sole current and recorded covenant dated August 1, 1997, Clark County Recorder
22 #970801.00714.

23 2. King George L.L.C. agrees to extend the sole current recorded covenant dated August 1, 1997,
24 Clark County Recorder #970801.00714, restricting its property, the historic Huntridge Theater located at
25 1208 E Charleston Blvd, Las Vegas, NV 89104, along with all conditions and penalties through December
26 31, 2028.

27 3. The State agrees that if by December 31, 2028, all covenant conditions are fulfilled including
28 restoring the subject property back to a condition such that it will be a usable public building than the

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

1 judgment shall be deemed satisfied and therefore waived or otherwise set aside.

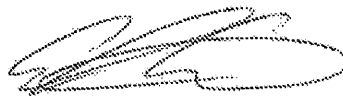
2 4. The State agrees that for every calendar year King George L.L.C. is in compliance with the terms
3 of the extended covenant, see 2 above, that the amount due under the judgment shall be reduced by
4 \$32,494. Compliance shall be determined through an inspection by the State Historic Preservation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

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

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

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

14 DATED this 10 day of July, 2016.

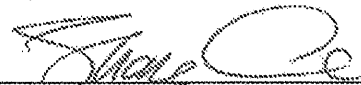
15
16 By: 
17 Eli Mizrahi, for Defendants

DATED this 26th day of August, 2016.

By: 
Rebecca Palmer, SHPO, for Plaintiff


18
19 DATED this 25th day of August, 2016.

20 ADAM PAUL LAXALT
21 Attorney General

22 By: 
23 SHANE S. CHESNEY
24 Senior Deputy Attorney General
25 Attorneys for the State of Nevada,
26 Commission for Cultural Centers
27 and Historic Preservation

DATED this 22nd day of ~~July~~ August, 2016.

CHATTAH LAW GROUP

By: 
Siga Chatah
7875 S. Rainbow Blvd. #204
Las Vegas, NV 89118
Attorney for Defendants

1 **CERTIFICATE OF SERVICE**

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

6 Sigal Chattah, Esq.
7 Chattah Law Group
8 5875 S. Rainbow Blvd, #204
9 Las Vegas, Nevada 89118
10 (702) 360-6200
11 (702) 643-6292
12 sigal@thegoodlawyer.com
13 Attorney of Defendant

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

17
18
19
20
21
22
23
24
25
26
27
28
Attorney General's Office
100 N. Carson Street
Carson City, Nevada 89701-4717

EXHIBIT 5

EXHIBIT 5

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

1 **ANAG**
ADAM PAUL LAXALT
2 Nevada Attorney General
Shane S. Chesney
3 Senior Deputy Attorney General
schesney@ag.nv.gov
4 Nevada State Bar No. 6933
100 N. Carson Street
5 Carson City, NV 89701
Telephone: (775) 684-1215
6 Fax: (775) 684-1108
Attorneys for Plaintiff
7

8 EIGHT JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA
9

10
11 STATE OF NEVADA, DEPARTMENT
OF CONSERVATION AND NATURAL
12 RESOURCES, COMMISSION FOR
CULTURAL AFFAIRS,

CASE NO. A-14-696982

DEPT. NO. XXVII

13 Plaintiff,

14 v.

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

17 Defendants.
18

19 **SETTLEMENT AGREEMENT AND STIPULATION**
FOR ENTRY OF CONSENT JUDGMENT
20

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

27 WHEREAS, the Commission, commenced this action on February 28, 2014, asserting claims for
28 monetary relief on behalf of the State of Nevada against Defendants for their alleged failure as owner of

1 the historic Huntridge Theater to comply with restrictive covenants designed to protect the structure,
2 which was chief among other restrictions to the property contained in the covenants;

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

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

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

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

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

19 1. King George L.L.C. consents to have a judgment entered against it in the amount of \$389,925.
20 This amount represents a reversion of 1/2 of the \$765,849 grant monies awarded by the Commission as set
21 forth in the sole current and recorded covenant dated August 1, 1997, Clark County Recorder
22 #970801.00714.

23 2. King George L.L.C. agrees to extend the sole current recorded covenant dated August 1, 1997,
24 Clark County Recorder #970801.00714, restricting its property, the historic Huntridge Theater located at
25 1208 E Charleston Blvd, Las Vegas, NV 89104, along with all conditions and penalties through December
26 31, 2028.

27 3. The State agrees that if by December 31, 2028, all covenant conditions are fulfilled including
28 restoring the subject property back to a condition such that it will be a usable public building than the

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 LLC.

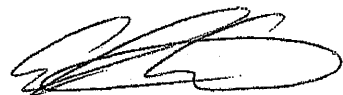
5. This Agreement resolves all claims between the Commission and Defendants. The Commission upon final approval by the Court agrees to release and forever discharge Defendants from any and all manner of civil claims, demands, actions, suits and causes of action.

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 10 day of July, 2016.

DATED this _____ day of August, 2016.

By: 
Eli Mizrachi, for Defendants

By: _____
Rebecca Palmer, SHPO, for Plaintiff

DATED this _____ day of August, 2016.

DATED this _____ day of July, 2016.

ADAM PAUL LAXALT
Attorney General

CHATTAH LAW GROUP

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

By: _____
Sigal Chattah
7875 S. Rainbow Blvd. #204
Las Vegas, NV 89118
Attorney for Defendants

Exhibit A

RECORDED
Friends of The
1208 E. Charleston
LV Nov 89104

9/20/01 UN/14

ATTACHMENT B

3

COVENANTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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 Theater
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:
[cite references, including repository, book, and page number(s)].

Assessors 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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 SHPD 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 leasees.

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 aforementioned recordation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

These Covenants are entered into this 19th day of June, 1997

Richard L. Luff
Applicant

Department of Museums, Library, and Arts

Ronald M. James 7-21-97
Date

Ronald M. James
State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: Melanie Meehan-Crossley
Melanie Meehan-Crossley
Deputy Attorney General

11-3

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

FRIENDS OF THE HUNTRIDGE

06-01-97 13:37 PAC 3
OFFICIAL RECORDS

BOOK: 970801 INST. 00714

FEE: 9.00 RPT: .00

20020104
00256

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) ~~162-02-110-001~~
- b) ~~162-02-110-011~~
- c)
- d)

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Resi
- c) Condo/Twnhse
- d) 2-4 Flex
- e) Apt. Bldg.
- f) Comm/Vind'l
- g) Agricultural
- h) Mobile Home
- i) Other

FOR RECORDER'S OPTIONAL USE ONLY	
Documentation/Instrument #:	_____
Book: _____	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property: ~~570,000.00~~ 925,000.00

Deed in Lieu of Foreclosure Only (value of property): (0.00)

Transfer Tax Value: ~~570,000.00~~ 925,000.00

Real Property Transfer Tax Due: ~~57,750.00~~ 2,312.50 *OK*

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: *[Signature]*
Capacity: _____

Signature: *[Signature]*
Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: *CES TORRES*
Address: *6015 Persh Oakwood Rd*
City: _____
State: *NV* Zip: *89142*

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: _____
Address: _____
City: _____
State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: United Title of Nevada
Address: P.O. Box 70480
City/State/Zip: Las Vegas, Nevada 89170-0480

Escrow #: 01125837-029

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

25/6
[Signature]
OFFICE

EXHIBIT 6

EXHIBIT 6



1 **MOSC**
2 **AARON D. FORD**
3 **Attorney General**
4 **JOSHUA M. WOODBURY (Bar No. 11326)**
5 **Deputy Attorney General**
6 **State of Nevada**
7 **Office of the Attorney General**
8 **100 North Carson Street**
9 **Carson City, NV 89701-4717**
10 **Tel: (775) 684-1100**
11 **Fax: (775) 684-1108**
12 **Email: JWoodbury@ag.nv.gov**

13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 **STATE OF NEVADA, COMMISSION**
17 **FOR CULTURAL CENTERS AND**
18 **HISTORIC PRESERVATION, /f/k/a/**
19 **COMMISSION FOR CULTURAL**
20 **AFFAIRS,**

21 **Plaintiff(s),**

22 **vs.**

23 **ELI MIZRACHI, ECT HOLDING, LLC,**
24 **KING GEORGE, LLC, AND DOES I-XX**
25 **inclusive,**

26 **Defendant(s).**

27 **Case No. A-14-696982-C**

28 **Dept. No. XXVII**

29 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR**
30 **ORDER TO SHOW CAUSE WHY DEFENDANTS SHOULD NOT**
31 **BE HELD IN CONTEMPT FOR VIOLATING CONSENT JUDGMENT**

32 The State of Nevada, Commission for Cultural Centers and Historic Preservation,
33 ("CCCHP"), by and through its attorneys, Aaron D. Ford, Attorney General of the State of
34 Nevada, and Joshua M. Woodbury, Deputy Attorney General, hereby moves for an Order
35 to Show Cause why Defendants should not be held in contempt for violating the terms of
36 the Settlement Agreement and Stipulation of Consent Judgment executed by the parties
37 and approved and memorialized by this Court's Consent Judgment filed on
38 September 7, 2016. This Motion is based on the following Memorandum of Points and

1 Authorities, the Declaration of Rebecca Palmer, attached as Exhibit 1, and all pleadings
2 and papers on file herein.

3 **NOTICE OF MOTION**

4 TO: Defendant ELI MIZRACHI, ECT HOLDING, LLC, KING GEORGE, LLC, AND
5 DOES I-XX inclusive.

6 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the undersigned
7 will bring the above and foregoing motion on for hearing before this Court at the courtroom
8 in the above-entitled Court on the 20th day of March, 2019, at 9:00
9 a.m./~~p.m.~~ of said day, or as soon thereafter as counsel can be heard.

10 DATED this 15th day of February, 2019.

11 AARON D. FORD
12 Attorney General

13 By: /s/ Joshua M. Woodbury
14 JOSHUA M. WOODBURY (Bar No. 11326)
15 Deputy Attorney General
16 100 North Carson Street
17 Carson City, NV 89701-4717
18 Tel: (775) 684-1265
19 Fax: (775) 684-1108
20 Email: JWoodbury@ag.nv.gov
21 *Attorneys for Plaintiff*

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. STATEMENT OF FACTS

3 A. Issuance of Grants by the State

4 CCCHP is established by state law (NRS 383.500, et. seq.) to advise the State on
5 matters pertaining to the preservation and promotion of Nevada's cultural resources. The
6 Commission is composed of representatives of the Nevada Humanities Committee, the
7 Board of Museums and History, the Nevada Arts Council, the State Council on Libraries
8 and Literacy, and the tourism industry. Each year the Commission awards financial
9 assistance, made possible through the State's bonding program, to governmental entities
10 and nonprofit organizations conducting projects that preserve and protect historic
11 buildings used to develop a network of cultural centers and activities. Private property
12 owners are not eligible. Prior to 2015 the CCCHP was the Commission for Cultural Affairs
13 ("CCA") governed by NRS 233C.200 – NRS 233C.230. See Declaration of Rebecca Palmer,
14 attached as Exhibit 1 at ¶ 3.

15 The Huntridge Theater ("Huntridge") is a historic building in Las Vegas, Nevada,
16 built in 1944 and listed on the United States Register of Historic Places. Friends of the
17 Huntridge Theater, Inc., which then owned the Huntridge, entered into three separate
18 covenants with the CCA in consideration for grant funds. On September 20, 1994, Friends
19 of the Huntridge Theater, Inc. entered into a covenant ("Covenant #1") in consideration for
20 a \$300,000 grant. A second covenant ("Covenant #2") was entered into on February 4, 1997,
21 in consideration for a \$300,000 grant. The final covenant ("Covenant #3") was entered into
22 on June 19, 1997, in consideration for a \$765,849.35 grant. By their terms each covenant
23 ran with the property and bound all successors, heirs, assignees, or lessees. Covenant #1
24 and Covenant #2 were set to expire on May 15, 2014. Covenant #3 was set to expire on
25 July 1, 2017.

26 Covenant #1, Covenant #2, and Covenant #3 are identical except as to consideration
27 and the expiration date. All deed restrictions and/or duties required of the owner of the

28 ///

1 Huntridge under each covenant are identical. Each covenant provides that a suit in law or
2 equity may be filed to obtain the return of funds granted as a remedy for breach of the
3 covenants.

4 The Huntridge was purchased by the Defendants in 2002. Defendants contacted
5 CCA by correspondence dated January 7, 2002, to notify CCA of their purchase of the
6 Huntridge and their intent to work with CCA in the upcoming years. By correspondence
7 dated March 6, 2002, CCA notified Defendants of Covenant #1, Covenant #2, and
8 Covenant #3 and the restrictions and duties contained therein and required of Defendants
9 as new owners of the Huntridge.

10 **B. Litigation for Failure to Comply with Covenants**

11 As owners of the Huntridge, Defendants breached their duties owed under
12 Covenant #1, Covenant #2, and Covenant #3. As a result, CCA filed its First Amended
13 Complaint against Defendants on March 5, 2014, asserting a claim for breach of covenant.
14 Specifically, CCA asserted that Defendants had failed to perform their duties under the
15 Covenants to: 1) Maintain and repair the Huntridge so as to preserve its architectural,
16 historical, cultural and/or archeological integrity; 2) Allow CCA to inspect the Huntridge
17 at all reasonable times, in order to ascertain whether or not the conditions of the covenants
18 are being observed; 3) Open Huntridge to the public no less than twelve days per year on
19 an equitably spaced basis; and 4) Provide a notice in the newspaper when the Huntridge is
20 closed to the public for CCA assisted improvements made not visible from the public way,
21 and provide annual documentation of such notice to the CCA.

22 The relief sought by the CCA included the return of \$300,000 in grant monies for
23 breach of Covenant #1, \$300,000 in grant monies for breach of Covenant #2, \$765,849.35
24 in grant monies for breach of Covenant #3, reasonable attorneys' fees and costs incurred in
25 the lawsuit, and such other relief deemed just and proper by the court.

26 Defendants asserted counterclaims against CCA, alleging that CCA filed suit for the
27 purpose of wrongfully interfering with or suppressing the sale of the Huntridge, and
28 seeking a declaratory judgment that CCA had waived its right to enforce the Covenants.

1 On August 30, 2016, the parties filed a Settlement Agreement and Stipulation for
2 Entry of Consent Judgment ("Settlement Agreement") resolving the claims between the
3 parties. Under the Settlement Agreement the parties agreed to the following:

4 1. The entry of a judgment of \$389,925.00 (representing one-half of the
5 \$765,849.35 consideration associated with Covenant #3) against King
6 George, LLC;

7 2. The extension of Covenant #3 together with all applicable conditions
8 and penalties through December 31, 2028;

9 3. The judgment would be deemed satisfied and set aside if all covenant
10 conditions, including restoring the property back to a condition such that it
11 will be a usable public building, are fulfilled by December 31, 2028; and

12 4. The amount due under the judgment would be reduced by \$32,494 for
13 every calendar year that King George, LLC is in compliance with the terms of
14 the extended Covenant #3.

15 On September 7, 2016 the Court issued a consent judgment, incorporating the terms agreed
16 to by the parties in the Settlement Agreement.

17 **C. Continued Failure by Defendants to Comply with Covenants**

18 Under the terms of the extended Covenant #3, Defendants have the same obligations
19 as under the previous covenants. Specifically, Defendants have the responsibility "to
20 assume the cost of the continued maintenance and repair of [the Huntridge] so as to
21 preserve the architectural, historical, cultural and/or archeological integrity of the same."
22 Defendants are also obligated to open the Huntridge to the public at least "twelve days a
23 year on an equitable spaced basis and at other times by appointment." Furthermore,
24 Defendants must permit CCCHP "to inspect the property at all reasonable times."

25 Defendants have failed to comply with the obligations of extended Covenant #3. This
26 failure is an extension of Defendants' unwillingness or inability to perform the same duties
27 which gave rise to this litigation by the filing of CCA's complaint in 2014. Specifically,
28 Defendants continue to neglect their duty to: (1) maintain and repair the Huntridge so as

1 to preserve its architectural, historical, cultural and/or archeological integrity; (2) allow
2 CCCHP to inspect the Huntridge, in order to ascertain whether or not the conditions of the
3 covenants are being observed; and (3) open Huntridge to the public. (Palmer Declr. At 6-8.)

4 II. ARGUMENT

5 **An Order to Show Cause Why Defendants Should Not be Held in Contempt** 6 **is Warranted Based on Defendants' Failure to Perform**

7 The district court has the "inherent power to protect the dignity and decency of its
8 proceedings and to enforce its decrees." *Halverson v. Hardcastle*, 123 Nev. 245, 261, 163
9 P.3d 428, 440 (2007). Under this power, the "judiciary may make rules and carry out other
10 incidental powers when 'reasonable and necessary' for the administration of justice." *Id.*
11 The district court has authority to "issue contempt orders and sanction or dismiss an action
12 for litigation abuses." *Id.* The exercise of the court's inherent power serves "to prevent
13 injustice and to preserve the integrity of the judicial process." *Id.* at 261-62, 163 P.3d
14 at 440.

15 "A civil contempt order may be used to compensate the contemnor's adversary for
16 costs incurred because of the contempt." *In re Determination of Relative Rights of*
17 *Claimants & Appropriators of Waters of Humboldt River Stream Sys. & Tributaries*, 118
18 Nev. 901, 909, 59 P.3d 1226, 1231 (2002). Pursuant to NRS 22.010(3), disobedience to any
19 lawful order issued by the court is deemed contempt. The penalty for contempt is a fine
20 not to exceed \$500.00 and/or imprisonment for up to 25 days. NRS 22.100. Additionally, a
21 party found in contempt may be required to pay the reasonable expenses, including
22 attorney's fees, incurred by the party as a result of the contempt. NRS 22.100(3).

23 During the nearly two and a half years since the parties executed the Settlement
24 Agreement, Defendants have consistently failed to comply with the terms of the extended
25 Covenant #3. Defendants have neglected the Huntridge and have not performed required
26 repairs, allowing the theater to fall further into a state of disrepair. (Palmer Declr. at ¶¶
27 6-8.) For example: 1) The east-facing metal clad parapet wall of the marquee appears to be
28 partially disconnected from the lateral structure and folded over so its structural wood

1 framing is exposed. The weight and/or movement of this wall could result in damage to the
2 rest of the marquee. (Before and after conditions photos are available.) Until a structural
3 assessment of the marquee is conducted to determine the cause and extent of this damage,
4 the existing condition of the east-facing parapet wall of the marquee appears to be an
5 imminent public safety hazard. Any building fabric (especially sheet metal with sharp
6 edges) that is hanging unsecured needs to be removed immediately or be re-secured to the
7 framing as soon as possible to avoid potential harm to pedestrians. As an interim measure,
8 additional fencing needs to be added in the parking lot around the front façade in case
9 weather causes these hanging pieces of sheet metal and wood to dislodge and fall far from
10 the building. 2) A homeless encampment was present during the state's inspection on
11 February 9, 2018. On numerous visits, accumulated debris, including human waste and
12 rotting food, was observed adjacent to the building. This debris is likely to attract rodents
13 and insects that could enter the building and cause further damage. 3) On numerous visits,
14 staff observed sections of security fencing and gates that are damaged, suggesting that
15 parties have attempted forced entries. In October of 2018, a section of plywood previously
16 used to block a door near the ticket window had come loose and was being propped in place
17 by a piece of metal. This could become a potential point of entry inside the building. The
18 building needs to be secured from trespass. 4) Exterior security lighting appears to be
19 inoperable in some locations. The rear especially does not appear to have adequate lighting
20 for security purposes. 5) There appears to be water penetration from the roof into the lobby
21 area. 6) The ceiling in the restrooms has been removed and not replaced. 7) There are
22 damaged and missing tiles in the lobby and concession area. 8) Damage to walls was also
23 noted in several locations on the first floor. 9) The concrete curbing and asphalt in the
24 parking lot has deteriorated, creating a safety hazard. 10) The building's exterior paint
25 coat is failing in several locations, which could allow deterioration to occur. Additional,
26 and perhaps substantial, repairs may be needed which have yet to be identified by CCCHP
27 due to the inability of staff to recently access the interior of the Huntridge.

28 ///

1 Huntridge is a building with unique architectural, historical, and cultural value.
2 Pursuant to the terms of the extended covenant, Huntridge requires upkeep and repairs to
3 preserve the building's architectural, historical, and cultural value. If required repairs are
4 not made, the building risks falling into an unredeemable state, and this historic building
5 could be lost. The Huntridge is irreplaceable, which is why state grants were given to its
6 owners for its continued maintenance.

7 Defendants have also prevented CCCHP from inspecting the property. (Palmer
8 Declr. at ¶ 7.) For example, more than one month in advance, CCCHP notified Defendants
9 of their intention to conduct one of the required semiannual inspections of the Huntridge
10 on February 9, 2018. (*Id.*) At the time of the inspection, Defendants did not make anyone
11 available to open the Huntridge. CCCHP staff were unable to access the building and were
12 only able to view the exterior from outside a locked gate. (*Id.*) Defendants also refused or
13 failed to open the Huntridge for inspection on October 11, 2018. (*Id.*)

14 Finally, Defendants have failed to open the Huntridge to the public as required by
15 the extended Covenant #3. (*Id.* at ¶ 8.) CCCHP is informed and believes that the
16 Huntridge was not opened to the public at all during 2017 or 2018. (*Id.*) Defendants have
17 not provided CCCHP with any documentation demonstrating they opened the building to
18 the public. In fact, CCCHP is informed and believes that Defendants have not opened the
19 Huntridge to the public at all since the parties executed their Settlement Agreement.
20 Proposed opening dates have been scheduled, but each opening has been cancelled by
21 Defendants. (*Id.*)

22 Defendants failed to comply with the terms of Covenant #1, Covenant #2, and
23 Covenant #3, were sued, obtained a settlement discharging hundreds of thousands of
24 dollars in potential grant reimbursement, and immediately began disregarding their
25 covenant obligations again. Defendants' brazen violation of the terms of the parties'
26 Settlement Agreement, which was approved and memorialized by this Court's Consent
27 Judgment, warrants an Order to Show Cause why Defendants should not be held in
28 contempt for violating the terms of the Settlement Agreement. Defendants should further

1 be required to show cause why CCCHP should not be permitted to execute on the Consent
2 Judgment and immediately recover the \$389,925.00 judgment entered against Defendants.

3 **III. CONCLUSION**

4 This Court has authority to enforce its decrees and to level sanctions for litigation
5 abuses and injustice. Defendants have failed to comply with their covenant obligations
6 under the parties' Settlement Agreement and Stipulation of Consent Judgment and have
7 demonstrated a continued unwillingness or inability to comply. Accordingly, CCCHP
8 moves for an Order to Show Cause why Defendants should not be held in contempt and
9 why CCCHP should not be permitted to execute on the Consent Judgment.

10 **AFFIRMATION**
11 **(Pursuant to NRS 239B.030)**

12 The undersigned does hereby affirm that the foregoing Plaintiff's Notice Of Motion
13 And Motion For Order To Show Cause Why Defendants Should Not Be Held In Contempt
14 For Violating Consent Judgment does not contain the personal identifying information of
15 any person.

16 Dated: February 15, 2019.

17 **AARON D. FORD**
Attorney General

18 By: /s/ Joshua M. Woodbury
19 **JOSHUA M. WOODBURY** (Bar No. 11326)
Deputy Attorney General
20 100 North Carson Street
Carson City, NV 89701-4717
21 Tel: (775) 684-1265
Fax: (775) 684-1108
22 Email: JWoodbury@ag.nv.gov
Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the Office of the Attorney General, State of Nevada,
3 and that on February 15, 2019, I filed the foregoing PLAINTIFF'S NOTICE OF MOTION
4 AND MOTION FOR ORDER TO SHOW CAUSE WHY DEFENDANTS SHOULD NOT BE
5 HELD IN CONTEMPT FOR VIOLATING CONSENT JUDGMENT via this Court's
6 electronic filing system. Parties that are registered with this Court's EFS will be served
7 electronically.

8 /s/ Sherrie A. Connell
9 Sherrie A. Connell
10 Employee of the State of Nevada
11 Office of the Attorney General
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 7

EXHIBIT 7

1 ORDG
2 AARON D. FORD
3 Attorney General
4 CRAIG M. BURKETT (BAR NO. 4935)
5 Senior Deputy Attorney General
6 Office of the Attorney General
7 100 North Carson Street
8 Carson City, Nevada 89701-4717
9 T: (775) 684-1222
10 Fax: (775) 684-1108
11 Email: cburkett@ag.nv.gov

12 *Attorneys for Plaintiff*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 STATE OF NEVADA, COMMISSION
16 FOR CULTURAL CENTERS AND
17 HISTORIC PRESERVATION, /f/k/a/
18 COMMISSION FOR CULTURAL
19 AFFAIRS,

20 Plaintiff(s),

21 vs.

22 ELI MIZRACHI, ECT HOLDING, LLC,
23 KING GEORGE, LLC, AND DOES I-XX
24 inclusive,

25 Defendant(s).

Case No. A-14-696982-C

Dept. No. XXVII

26 **ORDER GRANTING PERMANENT INJUNCTION**

27 The above matter came before the court for hearing on October 17, 2019, on
28 PLAINTIFF'S MOTION FOR PERMANENT INJUNCTION, by and through counsel,
Craig M. Burkett, Senior Deputy Attorney General and Sigal Chattah, Esq. on behalf of
Defendants.

Defendants filed an opposition by and through counsel of record Sigal Chattah, and
the case was submitted for decision. The Court further heard oral argument from both
sides.

FINDINGS OF FACT

1. The Huntridge Theatre is a Nevada and national historic landmark, and is a
building with unique architectural, historical, and cultural value;

1 2. The State of Nevada has invested \$1,365,849 into the Huntridge Theatre, and
2 the Theatre has fallen into a state of disrepair since the sale of the property to the
3 Defendants;

4 3. When Defendants bought the property in 2002, they were fully aware of the
5 State's investment, and the terms of restrictive covenants thereon;

6 4. On September 7, 2016, the State settled claims with the Defendants and the
7 Defendants gave the State a Consent Judgment, incorporating the terms of the covenants,
8 and giving them full effect;

9 5. Defendants continue to neglect their duty to:

10 (a) maintain and repair the Huntridge Theatre so as to preserve its
11 architectural, historical, cultural and/or archeological integrity;

12 (b) allow CCCHP to inspect the Huntridge Theatre, in order to ascertain
13 whether or not the conditions of the covenants are being observed; and

14 (c) open the Huntridge Theatre to the public;

15 6. The Theatre has fallen into a state of disrepair, which is described at length
16 in Plaintiff's Motion for Permanent Injunction. Those facts are incorporated into this Order
17 and found as an accurate depiction of the present state of the property by this Court;

18 7. Defendant Eli Mizrachi has made statements that suggest he will take action
19 to potentially damage the property if the Plaintiffs do not accede to his demands to resolve
20 their claims against him;

21 8. The Defendants have recently entered into an agreement with the City of Las
22 Vegas to sell the Huntridge Theatre property, and a Special Master is required to oversee
23 that process to assure that it is completed timely and consistent with the restrictive
24 covenants on the property;

25 9. The Plaintiffs are critical to the process in the sale of the Huntridge Theatre;
26 the State of Nevada has invested a substantial amount in the Huntridge Theatre, and the
27 expertise of the State Historic Preservation Office is required to verify that the

28 ///

1 rehabilitation of the Huntridge Theatre property is accomplished consistent with Secretary
2 of the Interior Standards for the treatment of historic property.

3 CONCLUSIONS OF LAW

4 1. The facts presented in the Plaintiffs Motion for Permanent Injunction are
5 sufficient to establish the need for a permanent injunction;

6 2. The Defendants violated the terms of the Consent Judgment, executed
7 September 7, 2016, by failing to undertake action(s) to rehabilitate the Huntridge Theatre
8 in a timely manner. Therefore, in equity, the covenant that would have otherwise expired
9 on December 31, 2028, shall be continued and permanently extended until such time as the
10 building is rehabilitated as required in this Order.

11 3. This matter requires the appointment of a Special Master pursuant to
12 NRCP 53;

13 4. The parties shall submit three names for proposed Special Master to the Court
14 on or before October 24, 2019;

15 5. The Court will hold a hearing on October 30, 2019 to appoint a Special Master
16 and initiate a process to rehabilitate the Huntridge Theatre;

17 6. The Special Master shall initially be responsible to supervise the sale of the
18 Huntridge Theatre property from the Defendants to the City of Las Vegas and subsequent
19 transferee(s), to assure the property transfer is conducted in a timely manner, and
20 consistent with standards applicable to historic properties, as determined by the Nevada
21 State Historic Preservation office;

22 7. If sale to the City of Las Vegas (and subsequent transferee(s)) fails or is not
23 completed in a timely manner, the Special Master shall engage in the following process: *seek permission of the court to*

24 (a) Solicit and gather construction bids to conduct rehabilitation of the
25 Huntridge Theatre to Secretary of the Interior Standards for the
26 Treatment of Historic Property (the standards are found online at
<https://www.nps.gov/tps/standards.htm>);

27 (b) Cause the Defendants to deposit sums into a financial account
28 designated by the Master in an amount necessary to achieve
rehabilitation of the building pursuant to bid (and, if the sums are not

1 immediately deposited by the Defendants, encumber the property to
finance the cost of the rehabilitation);

2 (c) Enter into contractual agreement with the contractor and oversee the
3 rehabilitation of the building, managing costs and timeliness of the
work; and

4 (d) Prepare reports and recommendations to the Court on a ^{monthly} quarterly basis
5 identifying progress achieved until completion of the rehabilitation.

6 8. All Special Master fees shall be paid ^{initially} by the Defendants, ^{Plaintiff, subject to}

7 9. Defendants are enjoined from threatening or taking any action to cause
8 destruction to any part of the building, or to modify, rehabilitate, or in any way alter the
9 Huntridge Theatre without prior notice to the Plaintiffs.

10 ORDER

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED for the reasons outlined
12 herein above, the Plaintiffs Motion for Permanent Injunction is granted in all respects;

13 IT IS FURTHERED ORDERED that the parties provide this Court on or before
14 October 24, three names for Special Master for consideration to undertake the tasks
15 assigned by this Court; and

16 IT IS FURTHERED ORDERED that the parties appear before this Court for a
17 hearing on October 29, 2019 to appoint a Special Master and initiate a process to
18 rehabilitate the Huntridge Theatre.

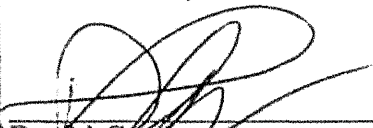
19 IT IS SO ORDERED.

20 Dated this 21 day of October, 2019.

21 Nancy L. Allen
22 DISTRICT COURT JUDGE

23 Submitted by:

Reviewed by:

24 
25 _____
26 David Gardner
27 Senior Deputy Attorney General
28 Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

24 _____
25 Sigal Chattah, Esq.
26 Chattah Law Group
27 5875 S. Rainbow Blvd. #204
28 Las Vegas, Nevada 89118

EXHIBIT 8

EXHIBIT 8

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the “**Agreement**”) is made and entered into as of the ____ day of ____, 2019 (the “**Effective Date**”), by and between **KING GEORGE, LLC**, a Nevada limited liability company (hereinafter referred to as “**Seller**”), and **City of Las Vegas Nevada**, a political subdivision of the State of Nevada, a Nevada (hereinafter referred to as “**Purchaser**”).

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. Sale of Property. Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following:

1.1.1. Land. That certain real property and its improvements comprising four (4) parcels totaling approximately 2.63 acres Clark County Assessors Parcel Numbers: 162-02-110-018 and its estimated 3,750 sq. ft. building; 162-02-110-015 and its estimated 6,700 sq. ft building; 162-02-110-016 and its estimated 12,000 sq. ft. building ‘Theater Parcel’; and 162-02-110-017, located in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A and legally described on Exhibit A-1 attached hereto together with all appurtenances, rights, improvements belonging to, pertaining to or situated thereon, including, without limitation, all rights, title, and interests of Seller in and to any easements, leases, rights of way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, or avenue, open or proposed, in, on, in front of, abutting, adjoining, or benefiting such real property is collectively referred to herein as the “**Land**”. Included are all improvements located on the Land, including, without limitation, all permanent fixtures and all property that integrally belongs to or is part of the Improvements and Land, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heater, water softeners, air conditioning and heating equipment, built-in items, outside television antenna, fencing, gates and landscaping (the “**Improvements**”).

1.1.2 Name Huntridge. All right title and interest of Seller, if any, in the name “Huntridge” and any variation thereof, including any tradenames and trademarks.

1.1.3. Real Property. All rights and privileges appurtenant to Seller’s

interest in the Land and the Improvements, including, other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the Land and the Improvements (the Land and Improvements and all such easements and appurtenances are sometimes collectively referred to herein as the “**Real Property**”). The Real Property is sometimes hereinafter referred to as the “**Property**”. It is hereby acknowledged by the parties that Seller shall not convey to Purchaser claims relating to any real property tax refunds or rebates, existing insurance claims and any existing claims against current and previous tenants of the Property, in each case accruing for periods prior to Closing, which claims shall be reserved by Seller, if any.

1.1.4. Seller. Seller is King George LLC, a Nevada limited liability company. The principal office of Seller is located at 2425 Ping Drive, Henderson, Nevada 89074. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit B, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Seller or any principal, partner or member of Developer. Seller shall provide Purchaser with written notification of any material change in the above disclosure occurring prior to the Closing within thirty (30) days of any such change.

1.1.5 Purchaser. Purchaser is City of Las Vegas, Nevada, a political subdivision of the State of Nevada. The principal office of the Purchaser is located at 495 South Main Street, Las Vegas, Nevada 89101. Wherever the term “Purchaser” is used herein, such term shall include any permitted nominee, assignee or successor in interest of Purchaser as herein provided.

1.1.6 Purchaser Assignment. Notwithstanding anything to the contrary contained herein, Seller hereby agrees that Purchaser shall have the absolute right to assign this Agreement without Seller’s consent to any third party designated by Purchaser, provided that (i) such assignee assumes Purchaser’s obligations under this Agreement pursuant to a written agreement; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days after the execution thereof (and in no event less than three (3) business days prior to Closing) and reaffirms all of the representations and warranties of Purchaser herein and (iii) Purchaser thereafter shall be released from the performance of Purchaser’s obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement. As used in this Section 1.1.6, the term “party” includes any individual person, corporation, limited liability company, trust or other entity.

1.1.7 Cell Tower Lease. Attached hereto as Exhibit G is a true and correct copy of the following lease for a cell tower on the Property 1208 E. Charleston, Las Vegas Nevada (the “**Cell Lease**”). Seller shall assign the Cell Lease to Purchaser at the Closing.

ARTICLE II.

Purchase Price

2.1. Purchase Price. The purchase price for the Property shall be Four Million Dollars (\$4,000,000.00) (the "**Purchase Price**"). The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing by wire transfer of immediately available federal funds.

ARTICLE III.

Deposit

3.1 Deposit. Within three (3) business days after the mutual execution of this Agreement, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to Five Thousand Dollars (\$5,000.00) (the "**Deposit**") with Kristen Haynes at Fidelity National Title located at 8363 W. Sunset Rd., Suite 100, Las Vegas, NV 89113 with telephone number (702) 952-8227 (the "**Escrow Agent**"), in immediately available federal funds. The proceeds of the Deposit shall be deposited and held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. The Deposit shall be refundable to Purchaser until expiration of the Feasibility Period (defined below), after which it shall become nonrefundable to Purchaser except as otherwise provided herein. By its execution hereof, the Escrow Agent shall confirm and acknowledge receipt of the Deposit.

3.2. Intentionally Omitted.

3.3. Application of Deposit. If the Closing occurs, the Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit shall be held and delivered as hereinafter provided.

3.4. Interest on Deposit. The Deposit shall (i) be held in an interest-bearing escrow account by Escrow Agent, and (ii) include any interest earned thereon. To allow the interest bearing account to be opened, Purchaser shall provide Escrow Agent with a completed W-9 form. All interest accruing on the Deposit shall be held for the account of Purchaser.

3.5. Escrow Agent. Escrow Agent is executing this Agreement to acknowledge Escrow Agent's responsibilities hereunder, which may be modified only by a written amendment signed by all of the parties. Any amendment to this Agreement that is not signed by Escrow Agent shall be effective as to the parties thereto, but shall not be binding on Escrow Agent. Escrow Agent shall accept the Deposit with the understanding of the parties that

Escrow Agent is not a party to this Agreement except to the extent of its specific responsibilities hereunder, and does not assume or have any liability of the performance or non-performance of Purchaser or Seller hereunder to either of them. Additional provisions with respect to the Escrow Agent are set forth in Section 16.15 hereof.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1. **Closing.** The closing of the purchase and sale of the Property (the “**Closing**”) shall occur on or, at Purchaser’s election, before, thirty (30) days after the expiration of the Feasibility Period (defined below) (the “**Closing Date**”). The Closing shall take place through the Escrow Agent, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the Closing Date, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

4.1.1. **Feasibility Period Extension.** Seller acknowledges and agrees that Purchaser will require that certain entitlements be in place at the Closing Date authorizing Purchaser’s and/or Purchaser’s assignee intended plan of development of the Property. In connection therewith, Seller agrees to execute and submit all applications to applicable governmental agencies required to entitle the Property for the Purchaser’s and/or Purchaser’s assignee intended plan of development of the Property. Seller acknowledges that it is a condition to Purchaser’s closing of the purchase of the Property that all such entitlements have been finally approved by the Closing Date. In the event that such entitlements have not been approved by the expiration of the Feasibility Period (defined below), Purchaser shall have the right to extend the Feasibility period for sixty (60) days upon payment to Seller through Escrow Agent of an feasibility extension fee of Ten Thousand Dollars and No/Cents (\$10,000.00) (the “**Feasibility Extension Fee**”), which must be deposited by Purchaser with Escrow by expiration of the Feasibility Period. The Feasibility Extension Fee shall be non-refundable, not applied in payment of the Purchase Price and released by Escrow Agent to Seller without additional instruction, approval or authorization of any kind from Purchaser, Escrow Agent, Title Company or any other third party, and shall be non-applicable to payment of the Purchase Price.

4.2. **Prorations.** All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise specifically set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of Section 4.2 shall survive the Closing.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property to, but not including, the Closing Date. If the real estate and/or personal property tax rate and assessments have not been set for the year in which the Closing occurs, then the proration of such taxes shall be based upon the rate and assessments for the preceding tax year and such proration shall be adjusted in cash between Seller and Purchaser upon presentation of written evidence that the actual taxes paid for the year in which the Closing occurs differ from the amounts used in the Closing in accordance with the provisions of Section 4.2.5 hereof. All taxes imposed due to a change of use of the Property after the Closing Date shall be paid by Purchaser. If any taxes which have been prorated shall subsequently be reduced by abatement, the amount of such abatement, less the cost of obtaining the same shall be equitably apportioned between the parties hereto.

4.2.2. Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser as of the Closing Date.

4.2.3. Calculations. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of the Closing Date and a three hundred sixty five (365) day year. The amount of such prorations shall be initially calculated at least five (5) business days prior to Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use their best efforts to make such adjustments no later than ninety (90) days after the Closing. Except as set forth in this Section 4.2, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser.

4.2.4. Prepaid Items. Any prepaid items, including, without limitation, rent, fees for licenses which are transferred to Purchaser at the Closing and annual permit and inspection fees shall be apportioned between Seller and Purchaser at the Closing.

4.3. Closing and other Costs. Seller shall pay (a) the cost of a standard ALTA owner's title policy; (b) one-half (1/2) of all escrow fees and costs; (c) all recording fees for the Deed (as defined in Section 11.2.1) and documents necessary to remove Title Objections (as defined in Section 6.1); (e) delinquent property taxes and assessments (if any); and (f) Seller's share of prorations. Purchaser shall pay (i) with respect to the title policy, all costs related to title policy endorsements and extended coverage requested by Purchaser (but excluding endorsements to be obtained by Seller to address any Purchaser Title Objections under Section 6.1); (ii) the cost of any Survey (as defined in Section 6.1); (iii) one-half (1/2) of all

escrow fees and costs; (iv) all transfer taxes associated with the transfer of the Real Property; and (v) Purchaser's share of prorations. Except as provided below, Purchaser and Seller shall each pay their own respective legal and professional fees. Purchaser shall pay one hundred percent (100%) of all costs of Purchaser's due diligence, including fees due its consultants and all costs and expenses of any new or updated Phase I or other environmental studies which Purchaser desires to obtain with respect to the Property. All other costs and expenses shall be allocated between Purchaser and Seller as may otherwise be provided in this Agreement.

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period; Entitlements

5.1. Right to Evaluate. Commencing on the Effective Date and continuing until 5:00 p.m. Pacific time on that day which is one hundred eighty (180) days after the Effective Date (the "**Feasibility Period**") subject to extension under Section 4.1.1, Purchaser and its agents shall have the right during business hours (with reasonable advance notice to Seller), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Real Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, in its sole and absolute discretion. Purchaser's inspection right shall include the right of Purchaser and Purchaser's agents and consultants to enter upon the Property for the sole purpose of conducting studies, engineering, surveys, site analyses, soil borings and such other tests that Purchaser may deem desirable. Purchaser's entry onto and inspection of the Real Property in accordance with the terms hereof shall not damage the Property in any respect and Purchaser shall not conduct or permit any physically invasive testing of, on, or under the Property ("**Physical Testing**") without first obtaining Seller's written consent (which consent shall not be unreasonably withheld, or conditioned, or delayed by Seller); provided, however, that Seller's consent shall not be required to perform a Phase I environmental assessment or customary non-invasive geotechnical testing. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's due diligence investigation, provided, however, that in no event shall such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property. Seller shall cooperate with Purchaser's investigations of the Property. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any such inspection, provided Seller or its agents do not unreasonably interfere with such inspections.

In accordance with Section 41.038 of the Nevada Revised Statutes, Purchaser has adopted a self-insured liability program. 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 354.580 of the Nevada Revised Statutes, Purchaser has adopted a Self-Insured Workers' Compensation Program, effective December 19, 1985. Purchaser 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. Purchaser will maintain these programs during the Feasibility Period. Seller acknowledges that Purchaser is not able to provide Seller a certificate naming Seller as an additional insured.

In addition, prior to Purchaser’s contractors entering the Property to conduct the inspections and tests described above Purchaser shall deliver to Seller evidence of the following insurance coverage: Purchaser shall cause its contractors involved in the inspections and tests to provide general liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policies to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser’s, its agents, employees and/or contractors in connection with such inspections and tests.

5.2. Inspection Obligations and Indemnity. In connection with Purchaser’s inspection and permitted Physical Testing of the Property, Purchaser and its agents and representatives shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) not damage any part of the Property, except as reasonably necessary to conduct the Physical Testing, or damage any personal property owned or held by any tenant; (c) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees, or any tenant; (d) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (e) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (f) restore the Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken, subject to reasonable wear and tear arising from such inspection; and (g) not reveal or disclose any information obtained during the Feasibility Period concerning the Property to anyone outside Purchaser’s organization other than its agents, attorneys, lenders, consultants, and permitted assignees, except to the extent required by law, including the Nevada Public Records Act, or pursuant to judicial or administrative mandate. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property, including any approved Physical Testing.

Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its members, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys’ fees) to the extent arising solely out of Purchaser’s or Purchaser’s agents’ actions taken in, on or about the Property in the exercise of the rights granted pursuant to Section 5.1; provided, however, in no event shall Purchaser be liable in any manner or have any indemnification or remediation obligation to Seller for the mere uncovering or discovery of any condition(s) at the Property. Purchaser’s indemnification, defense and hold harmless obligations shall not apply to any liabilities arising from Seller’s

negligence, willful or wanton misconduct or Pre-Existing Conditions, except to the extent such Pre-Existing Conditions were exacerbated due to Physical Testing by Purchaser or Purchaser's agents. "**Pre-Existing Conditions**" means (i) any and all contamination located at, on or beneath the Land, including without limitation contamination of soils, surface water and groundwater, existing at the time of the Physical Testing and/or (ii) the physical condition and legal status of the Improvements. This Section 5.2 shall survive the Closing or any earlier termination of this Agreement for a period not to exceed 360 days; provided, however, Seller must notify Purchaser in writing of any claim for which it is seeking indemnification from Purchaser under this Section 5.2 within sixty (60) days of obtaining actual knowledge of such claim and within such 360 day period.

5.3. Independent Examination. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller (excluding the matters expressly represented by Seller in Article VII hereof) or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. The provisions of this Section 5.3 shall survive Closing or any earlier termination of this Agreement.

5.4. Feasibility Period Termination Right. In the event that Purchaser determines that it does not desire to acquire the Property for any reason or no reason, Purchaser shall provide written notice of such determination to Escrow Agent and Seller on or before the end of the Feasibility Period, and, subject to the Surviving Termination Obligations (as defined in Section 16.11 herein), this Agreement shall terminate, the Deposit shall be delivered to Purchaser without the need for any additional documentation and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Feasibility Period, time being of the essence, the termination right described in this Section 5.4 shall be immediately null and void and of no further force or effect and the Deposit shall be non-refundable, except as otherwise provided herein. Purchaser's failure to provide such notice on or before the end of the Feasibility Period shall constitute Purchaser's waiver of the termination right described in this Section 5.4.

ARTICLE VI.

Title and Survey Matters

6.1. Title and Survey. Within five (5) calendar days following the Effective Date, Seller shall cause Fidelity National Title Company (the "**Title Company**") to issue a title commitment (the "**Title Commitment**"), including legible copies (to the extent available) of title exception documents, to Purchaser. Purchaser, at its sole cost and expense, may order an ALTA survey of the Real Property (the "**Survey**"), at Purchaser's sole discretion. Purchaser shall instruct the surveyor to deliver a copy of the Survey, if any, to Seller simultaneously with its delivery to Purchaser. If Purchaser elects to obtain a Survey, then the final legal description of the Real Property will be determined by such Survey. The legal

description delivered to Escrow Agent will then be the legal description for the Real Property for use in the Deed provided by Seller to Purchaser at the Closing. If Purchaser does not elect to obtain the ALTA survey, then the legal description in the Title Commitment shall control. Purchaser shall have until thirty (30) days after the later of the date of receipt of the Title Commitment or the Survey, but in no event later than thirty (30) days prior to the end of the Feasibility Period (the "**Title Objection Period**"), to give Seller written notice (the "**Title Objection Notice**") as to what exceptions to title, if any, Purchaser will not accept in Purchaser's sole and absolute discretion ("**Title Objections**"). Seller shall have five (5) business days after receipt of Purchaser's Title Objections to give Purchaser written notice: (i) that it shall take such actions as may be reasonably necessary to remove, cure or insure around all of the Title Objections prior to closing (the "**Seller Cure Period**"); or (ii) that Seller elects not to cause all or some of such Title Objections to be removed. If Seller gives Purchaser notice under clause (ii), or if Seller gives Purchaser notice under clause (i) but fails to remove, cure or otherwise insure around all of the Title Objections within the Seller Cure Period, Purchaser shall have five (5) business days after (x) the expiration of the Seller Cure Period if Seller gives Purchase notice under clause (i), and (y) receipt of Seller's notice if Seller gives Purchaser notice under clause (ii), to give written notice to Seller electing to either (1) proceed with the purchase of the Property subject to such Title Objections (which shall be deemed a waiver of any Title Objections Seller has not agreed to be cured or removed, or (2) terminate this Agreement, failing which Purchaser shall conclusively be deemed to have elected option (2) above. Those items or matters revealed by the Title Commitment and/or Survey which are not timely objected to or which are timely objected to but subsequently waived by Purchaser are referred to individually herein as a "**Permitted Exception**" and collectively as the "**Permitted Exceptions.**" Notwithstanding any other provision of this Agreement or any objection by Purchaser, the Permitted Exceptions shall include (a) all non-delinquent property taxes and assessments and (b) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser. Notwithstanding the foregoing, any new material title information received by Seller or Purchaser after the expiration of the Title Objection Period or Seller's Cure Period, as applicable, from a supplemental title report or other source which is not the result of the acts or omissions of Purchaser or its agents, contractors or invitees (each a "**New Title Matter**") shall be subject to the same procedure provided in this Section 6.1 (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the Title Objection Period and Seller's Cure Period for any New Title Matters shall be five (5) business days each. The Closing shall be delayed as needed to accommodate such additional time periods or as otherwise needed for purposes of this Section 6.1.

6.2. Governmental Applications. Without Seller's prior written consent, prior to Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof.

ARTICLE VII.

Representations and Warranties of Seller

7.1. **Seller's Representations.** Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property:

7.1.1. **Authority.** Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nevada. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject or to which the Real Property is subject. All documents which are to be executed by Seller and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller, (b) be legal, valid and binding obligations of Seller, and (c) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject or to which the Real Property is subject.

7.1.2. **Bankruptcy or Debt of Seller.** Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Seller has received no written notice of (a) the filing of an involuntary petition by Seller's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

7.1.3. **Foreign Person.** Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

7.1.4. **No Other Agreements.** Other than this Agreement and the Submission Items or as may be contained in any matters of record, Seller has not entered into any outstanding written agreements, options, rights of first refusal, conditional sales agreements, profit sharing agreements, leases or other agreements or arrangements regarding the Property.

7.1.5. **Submission Items.** Attached hereto as **Schedule "1"** is a complete list (i) of all unrecorded contracts, agreements and or understandings, written or oral, or other matters related in any way to the Real Property, including, without limitation, all leases, maintenance agreements, service agreements, conditional sales agreements, property management agreements and utility agreements and (ii) all reports and studies and similar matters relating to the Real Property, including, without limitation, soils reports, environmental reports, development plans, structural reports and studies, and notices of code violations or other notices affecting the Real Property that Seller has in its possession and

maintained in its files relating to the Real Property Seller represents and warrants that **Schedule "1"** is a true and complete list of all of the Submission Items. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser true and correct copies of the Submission Items to Purchaser

7.1.6. No Possessory Rights. Except as disclosed herein, in the Title Commitment, or otherwise disclosed in writing by Seller to Purchaser prior to Closing, to Seller's knowledge, there are no outstanding leases or tenancies for, or parties in possession of, any part of the Real Property, and there are no other rights of possession to the Real Property, or any portion thereof, which have been granted to any third party or parties.

7.1.7. Litigation. Except as provided in the next paragraph, there is no litigation, arbitration or other legal or administrative suit, action, proceeding, investigation or claim pending or, to Seller's knowledge, threatened against or involving the Real Property or any part thereof, or Seller in relation to the Real Property (including, without limitation, any proceedings in condemnation or eminent domain).

Seller is a party to the the lawsuit entitled State Department of Nevada Conservation and Natural Resources Commission for Cultural Affairs, as plaintiff, and Eli Mizarachi, ECT Holding, L.L.C., King George, L.L.C., and Does I-XX inclusive (the "State Lawsuit").

7.1.8. Violations. Except for the State Lawsuit Seller has received no written notice issued by any governmental authority having jurisdiction over the Property of any violations of, or non-compliance with, any applicable law with respect to the ownership, use, maintenance, condition and operation of the Property which has not been corrected, including any violations of the Americans with Disabilities Act.

7.1.9. Employment. Seller has no employees at the Property.

7.1.10. ERISA. Seller hereby represents and warrants to Purchaser that (a) Seller is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA and (b) the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Purchaser shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Seller's representation is found to be false or misleading in any respect.

7.1.11. Terrorist Organization Lists. Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or

supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.2. Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the current, actual knowledge of Eli Mizarachi (the "**Asset Manager**").

7.3. Change in Representation and Termination Right. If Purchaser (a) determines prior to Closing that there is a breach of any of the representations and warranties made by Seller above, or (b) after the Feasibility Period and prior to Closing learns of any new (i) legal proceedings or administrative actions, or (ii) violations of existing laws, ordinances, regulations and building codes that could reasonably give rise to a liability of more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in the aggregate, then Purchaser may, at its option, by sending to Seller at or prior to Closing written notice of its election to do so, (A) terminate this Agreement, or (B) waive such breach and/or condition and proceed to Closing with no adjustment to the Purchase Price, except as may be agreed in writing by Seller and Purchaser, and Seller shall have no further liability as to such matter thereafter. In the event Purchaser terminates this Agreement for the reasons set forth above, the Deposit (and any interest earned thereon) shall be promptly refunded to Purchaser, and neither Purchaser nor Seller shall thereafter have any other rights or remedies hereunder other than under Section 16.11 hereof. In furtherance thereof, Seller shall have no liability with respect to any of the foregoing representations and warranties or any representations and warranties made in any other document executed and delivered by Seller to Purchaser, to the extent that, prior to the Closing, Purchaser discovers or learns of information (from any source whatsoever, including, without limitation, , as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or disclosure by Seller or Seller's agents and employees) that contradicts any such representations and warranties, or renders any such representations and warranties untrue or incorrect, and Purchaser nevertheless consummates the transaction contemplated by this Agreement.

7.4. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties (except for the representations and warranties set forth in Sections 7.1.3, 7.1.10 and 7.1.11) shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect. The representations and warranties set forth in Sections 7.1.3, 7.1.10 and 7.1.11 hereof shall survive Closing without limitation.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

8.1.1 **Authority.** Purchaser is political subdivision of the State of Nevada. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents which are to be executed by Purchaser and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser, (b) be legal, valid and binding obligations of Purchaser, and (c) not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

8.1.2. **Bankruptcy or Debt of Purchaser.** Purchaser has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

8.1.3. **ERISA Compliance.** Purchaser hereby represents and warrants to Seller that (a) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

8.1.4. **Terrorist Organization Lists.** Purchaser is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8.2. Purchaser's Acknowledgment and Release of Seller.

(a) As Is. Purchaser acknowledges and agrees that it is purchasing Property on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair, and except as expressly contained in the Deed (as defined in Section 11.2.1 below) and/or General Assignment (as defined in Section 11.1.2) to be delivered at the Closing and Seller's representations (as set forth in Section 7.1 hereof), Purchaser hereby waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, direct or indirect, oral or written, including, by way of description, but not limitation, those of habitability, fitness for a particular purpose, and use. Without limiting the generality of the foregoing. Purchaser expressly acknowledges that, except as otherwise provided in Seller's representations in this Agreement, Seller makes no representations or warranties concerning, and hereby expressly disclaims any representations or warranties concerning: (i) the value, nature, quality or condition of the Property; (ii) any restrictions related to development of the Property; (iii) the applicability of any governmental requirements; (iv) the suitability of the Property for any purpose whatsoever; (v) the presence in, on, under or about the Property of any Hazardous Material or any other condition of the Property which is actionable under any Environmental Laws; (vi) compliance of the Property or any operation thereon with the laws, rules, regulations or ordinances of any applicable governmental body; (vii) the presence or absence of, or the potential adverse health, economic or other effects arising from, any magnetic, electrical or electromagnetic fields or other conditions caused by or emanating from any power lines, telephone lines, cables or other facilities, or any related devices or appurtenances, upon or in the vicinity of the Property; or (viii) the presence or absence of radon gas within the Property.

As used herein, "Hazardous Materials" shall mean, collectively, any chemical, material, substance or waste which is or hereafter becomes defined or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant" or "contaminant," or words of similar import, under any Environmental Law, and any other chemical, material, substance, or waste, exposure to, disposal of, or the release of which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority or otherwise poses an unacceptable risk to public health, welfare or the environment.

As used herein, "Environmental Laws" shall mean all applicable local, state and federal environmental rules, regulations, statutes, laws and orders, as amended from time to time relating to the public health, safety, welfare or the environment, including, but not limited to, all such rules, regulations, statutes, laws and orders regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment, including, without limitation, Chapter 459 of the Nevada Revised Statutes and the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq), as amended by the Superfund Amendments and Reauthorization Act of 1986.

(b) Release. Purchaser agrees that, except for a breach of Seller's representations in Section 7.1 hereof, Seller shall not be responsible or liable to Purchaser for any condition affecting the Property because Purchaser is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Purchaser, or anyone claiming by, through or under Purchaser pursuant to an assignment of this Agreement by Purchaser or any transfer of the Property by Purchaser after Closing to an affiliate of Purchaser, hereby fully releases Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents from and irrevocably waives its right to maintain any and all claims and causes of action that it may now have or hereafter acquire against Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions affecting the Property, except to the extent that such loss or other liability results from a breach of Seller's representations or warranties in this Agreement. Purchaser hereby waives any Environmental Claim which it now has or in the future may have against Seller. The foregoing release and waiver shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

As used herein, "Environmental Claim" shall mean any claim, action, cause of action, suit, or demand Purchaser has or may have against Seller concerning the Property, or any part thereof, pursuant to applicable Environmental Laws.

(c) Bargaining Position. Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to the provisions of this Section 8.2 as part of the negotiations for the transaction contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and Purchaser has conferred with such legal counsel concerning this waiver.

(d) Survive Closing. The provisions of this Section 8.2 shall survive the Closing and the delivery of the Deed to Purchaser.

8.3. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties (except for the representation and warranty set forth in Section 8.1.3) shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect. The representation and warranty set forth in Section 8.1.3 hereof shall survive Closing without limitation.

ARTICLE IX.

Seller's Interim Operating Covenants

9.1. Operations. During the period from the Effective Date until Closing, Seller shall, in accordance with existing business practices, manage, maintain and operate the Property. Seller shall not make any material change in its normal and customary billing practices and shall not knowingly take any action that is likely to materially and adversely impact the existing zoning approvals for the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.

9.2. Maintain Insurance. Seller shall maintain in full force and effect until the Closing Date its existing insurance coverages (as of the Effective Date).

9.3. Personal Property. Intentionally omitted.

9.4. Conveyances. Seller shall not convey any interest in the Property to any third party.

ARTICLE X.

Closing Conditions

10.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. Representations, Warranties and Covenants of Purchaser. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date.

10.1.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.1.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Seller before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Seller or any of its affiliates in connection with the transactions contemplated by this Agreement.

10.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date and Seller shall have performed and complied in all material respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.2.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Purchaser before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Purchaser in connection with the transactions contemplated by this Agreement.

10.2.4. Tenant Estoppels. In no event shall Seller be required hereunder to provide to Purchaser any estoppel certificate or similar document from any tenant or other occupant of the Property

10.2.5. Title Policy. Upon recordation of the Deed and payment of the title insurance premiums, the Title Company shall be irrevocably committed to issue to Purchaser an Owner's Policy of Title Insurance, at least in the amount of the Purchase Price, together with all approved endorsements (collectively, "**Title Policy**") insuring Purchaser as the fee owner of the Property, subject only to the Permitted Exceptions, and receipt by the Title Company from Seller of any title affidavit required by the Title Company for the issuance of the Title Policy.

10.2.6. Possession of the Property. Delivery by Seller of possession of the Property, subject to the Permitted Exceptions.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following:

11.1.1. The Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 12:00 noon Pacific time on the day of the Closing.

11.1.2. Executed counterpart copies of the assignment of the Cell Lease.

11.2. **Seller's Closing Obligations.** Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser at or prior to the Closing the following:

11.2.1. A deed (the "**Deed**") in recordable form properly executed and acknowledged by Seller conveying to Purchaser the Property described on Exhibit A-1 in fee simple, subject only to the Permitted Exceptions, substantially in the form attached hereto as Exhibit D.

11.2.2. Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power and authority to do so.

11.2.3. A certificate indicating that the representations and warranties set forth in Section 7.1 are true and correct on the Closing Date.

11.2.4. A certificate substantially in the form attached hereto as Exhibit E ("**Non-Foreign Entity Certification**") certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

11.2.5 An Assignment of Rights in the form attached hereto as Exhibit F.

11.2.5. A settlement sheet, signed by Seller.

11.2.6. Three (3) counterparts of the Escrow Agreement duly executed by Seller.

11.2.7. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

11.2.8 Executed counterpart copies of the assignment of the Cell Lease.

ARTICLE XII.

Risk of Loss

12.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is Material (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after receipt of Seller's notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (x) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, net of any costs of repairs, if any, and net of reasonable collection, if any, costs by Seller (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty or condemnation including any rent abatement insurance for such casualty or condemnation and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and, after deducting Seller's reasonable costs and expenses incurred in collecting any award, Seller shall assign, without recourse, all remaining awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of the applicable deductible and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any costs of repairs and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty including any rent abatement insurance for such casualty.

12.4. Materiality. For purposes of this Article XII, (i) with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, excluding, however, any taking solely of subsurface rights or takings for utility easements or right of way easements, or other similar minor takings if the surface of the Property, after such taking, may be used in substantially the same manner as though such rights had not been taken, and (ii) with respect to a casualty, the term "**Material**" shall mean any casualty such that the cost of repair, as reasonably estimated by Seller's engineer and Purchaser's engineer, is in excess of Ten Thousand Dollars (\$10,000.00).

ARTICLE XIII.

Default

13.1. Default by Seller. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the Default (as defined in Section 13.3) of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, either to (i) terminate this Agreement by written notice to Seller within ten (10) days following the Closing Date (the "**Default Termination Notice**"), in which event (A) Purchaser shall receive the Deposit from the Escrow Agent, and (B) Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Fifteen Thousand and 00/100 Dollars (\$15,000.00), after which Seller shall not have any additional liability whatsoever to Purchaser hereunder other than with respect to the Surviving Termination Obligations (as defined in Section 16.12 hereof), or (ii) enforce specific performance of the obligations of Seller hereunder. Purchaser shall be deemed to have elected to terminate this Agreement (as provided in clause (i) above) if Purchaser fails to deliver to Seller written notice of its intent to file a cause of action for specific performance against Seller on or before ten (10) days after the Closing Date (a "**Specific Performance Notice**"), or having given Seller a Specific Performance Notice, fails to file a lawsuit asserting such cause of action within ninety (90) days after the Closing Date. Notwithstanding the foregoing, if Seller's Default consists of the conveyance of the Property to a third party while this Agreement is in effect, then Purchaser shall also be entitled to pursue all remedies available at law or in equity.

13.2. Default by Purchaser. In the event the Closing and the transactions contemplated hereby do not occur as provided herein solely by reason of any Default of Purchaser, Purchaser and Seller agree it would be impractical and extremely difficult to fix the damages which Seller may suffer. Therefore, Purchaser and Seller hereby agree a reasonable estimate of the total net detriment Seller would suffer in the event Purchaser Defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), a sum equal to the Deposit and any interest accrued thereon. Upon such Default by Purchaser, Seller shall have the right to receive the Deposit from the Escrow Agent as its sole and exclusive remedy and thereupon this Agreement shall be terminated and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except with respect to the Surviving Termination Obligations. The amount of the Deposit (as adjusted) shall be the full, agreed and liquidated damages for Purchaser's Default and failure to complete the purchase of the Property, all other claims to damages or other remedies being hereby expressly waived by Seller. Notwithstanding the foregoing, nothing contained herein shall limit Seller's remedies at law or in equity as to the Surviving Termination Obligations.

13.3 Default Cure Period. Notwithstanding anything else contained herein, a party shall only be deemed to be in default under this Agreement (a "Default") when such party has failed to comply with any of the terms and/or conditions of this Agreement and has failed to cure such noncompliance within five (5) business days following written notice from the other party, which notice shall state the alleged noncompliance with reasonable specificity.

ARTICLE XIV.

Brokers

14.1. Brokers. Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of Purchaser's (or its nominee's) representations and warranties contained in this Article XIV. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing or earlier termination of this Agreement.

ARTICLE XV.

Intentionally Omitted

ARTICLE XVI.

Miscellaneous

16.1. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by for e-mail delivery, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Seller: King George, LLC
2425 Ping Dr.
Henderson, NV 89074
Phone No.: (702) 278-8880
Email:
~~eli.mizrachi@yahoo.com~~ eli.mizrachi@yahoo.com

With a copy to: Holley Driggs
400 S. 4th Street, Suite 300
Las Vegas, NV 89101
Attention: J. Douglas Driggs, Jr.
Phone No.: (702) 791-0308
Email; ddriggs@nevadafirm.com

To Purchaser: 495 South Main Street, 6t Floor
Las Vegas, Nevada 89101
Attention: William Arent
Phone No.: (702) 229- 6856
Email:
~~barent@lasvegasnevada.gov~~barent@lasvegasnevada
.gov

To Escrow Agent: Fidelity National Title
8363 W. Sunset Rd., Suite 100, Las Vegas, NV 89113
Attention: Kristen Haynes
Phone No.: (702) 952-8227
Email: Kristen.Haynes@fnf.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon the Effective Date when fully executed by Seller and Purchaser.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Friday Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Friday, Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

16.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

16.8. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.9. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.10. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.11. Survival. Except as otherwise specifically provided for in this Agreement (collectively, the "**Surviving Termination Obligations**"), the provisions of this Agreement and the representations and warranties herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

16.12. Exhibits and Schedules. Exhibits A through G and Schedule 1 attached hereto are incorporated herein by reference.

16.13. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

16.14. Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses

in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 16.14 shall survive Closing or any earlier termination of this Agreement.

16.15. Escrow Agreement.

16.15.1.— Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent, and, upon receipt of the Deposit from Purchaser, Escrow Agent shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

16.15.2.— Real Estate Reporting Person. Escrow Agent is hereby designated the “real estate reporting person” for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent’s duties as real estate reporting person.

16.15.3.— Liability of Escrow Agent. The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser or Seller as to how the Deposit (which, for purposes of this Section shall be deemed to also include any other escrowed funds held by the Escrow Agent pursuant to this Agreement) should be disbursed. Any notice sent by Seller or Purchaser (the “**Notifying Party**”) to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 16.1 herein (the “**Notice Parties**”). If the Notice Parties do not object to the Notifying Party’s notice to the Escrow Agent within ten (10) days after the Notice Parties’ receipt of the Notifying Party’s certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such ten (10) days, written notice to the Escrow Agent disputing the Notifying Party’s certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent’s failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to

receive the Deposit, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. The obligations of Seller and/or Purchaser with respect to the Escrow Agent are intended to be binding only on Seller and Seller's assets and/or Purchaser and Purchaser's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller or Purchaser, or of any of Seller's or Purchaser's employees or agents.

16.16. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

16.17. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

16.18. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act, including, without limitation, the contingency periods set forth herein, shall be extended for the period of the delay. Force Majeure shall excuse the performance by that party, as aforesaid, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within ten (10) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay. Delays or failure to perform resulting from lack of funds or financial inability shall not be deemed delays beyond the reasonable control of a party. No extension of time will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Property is located.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

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

SELLER:

KING GEORGE, LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

PURCHASER:—

CITY OF LAS VEGAS NEVADA

By: _____

Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Counsel, _____ Date _____
By: _____

Carolyn G Goodman

Mayer

ATTEST:

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM

Counsel _____ Date _____

The Escrow Agent hereby executes this Agreement for the sole purpose of acknowledging receipt of the Deposit and its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

Fidelity National Title Insurance Company

By: _____

Printed Name _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____, 2019

LIST OF EXHIBITS AND SCHEDULES

- Exhibit A - Site Plan
- Exhibit A-1 - Legal Description
- Exhibit B - Disclosure of Principals
- Exhibit C - Intentionally Omitted
- Exhibit D - Form of Deed
- Exhibit E - Form of Non-Foreign Entity Certificate
- Exhibit F - Form of Assignment of Rights
- Exhibit G - Cell Tower Lease

EXHIBIT A

SITE PLAN

Attached

EXHIBIT A-1

LEGAL DESCRIPTION

Attached

EXHIBIT B

DISCLOSURE OF PRINCIPALS

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; (e) trust — the trustee and beneficiaries.~~

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.~~

2. ~~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.~~

2. ~~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.

Block 1 Contracting Entity
Name
Address
Telephone
EIN or DUNS

Block 2 Description Subject Matter of Contract/Agreement
Contract No.

Block 3	Type of
Business	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/>	
Other: _____	

_____ Date

Subscribed and sworn to before me this _____ day of

_____, 20__

_____ Notary Public

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	<u>Contracting Entity</u>
Name:	_____
Address:	_____
Telephone:	_____
EIN or DUNS:	_____

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
RFP #:	

Block 3	<u>Type of Business</u>		
Individual	Partnership	Limited Liability Company	Corporation

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.			
	<u>FULL NAME/TITLE</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

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

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.

Name of Attached Document: _____

Date of Attached Document: _____

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

Date

Subscribed and sworn to before me this _____ day

of _____, 201_____.

Notary Public

|

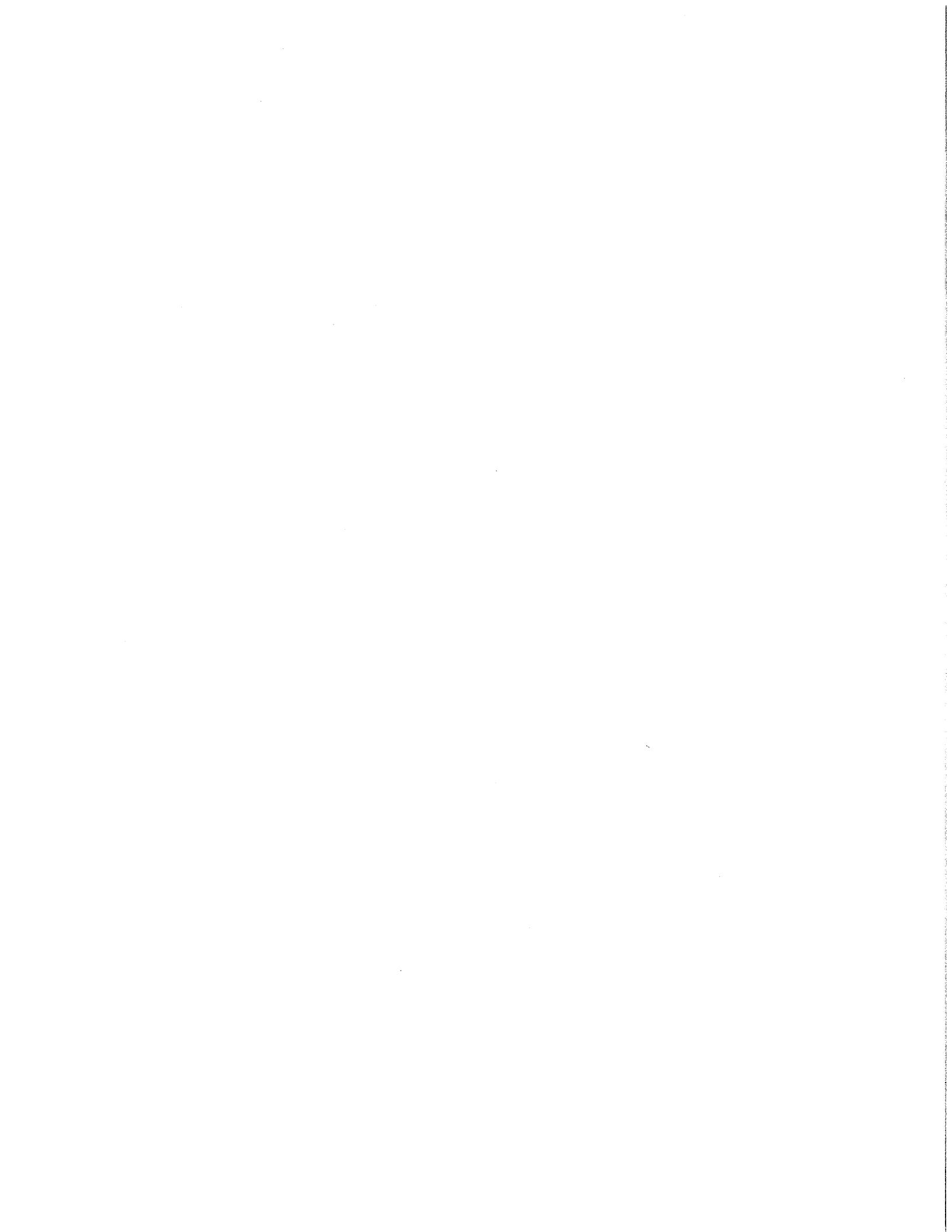


EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

FORM OF DEED

APNs:

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

[INSERT COMPANY NAME HERE]

[Address]

[_____]

[_____]

[_____]

MAIL TAX STATEMENTS TO:

[INSERT COMPANY NAME HERE]

[Address]

[_____]

[_____]

[_____]

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

KING GEORGE, LLC, a Nevada limited liability company as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to _____, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.
2. All matters of record.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of _____, 2019.

“GRANTOR”

KING GEORGE, LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

Name: _____

Title: _____

Notary Acknowledgement to be attached.

EXHIBIT A

Legal Description of Land

To be inserted when preparing final documentation.

EXHIBIT E

FORM OF NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by KING GEORGE, LLC, a Nevada limited liability company ("Transferor"):

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is: .
3. Transferor's office address is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

{Signature on following page

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

KING GEORGE, LLC, a Nevada limited liability company

By: _____

Its: Manager

EXHIBIT F

FORM OF ASSIGNMENT OF RIGHTS

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS ("Assignment") is made this ____ day of _____, 2019, by and between KING GEORGE, LLC, a Nevada limited liability company, a ("Assignor") and, a _____ ("Assignee").

Assignor and Assignee entered in that certain Purchase and Sale Agreement dated as of _____, 2019 (the "Agreement") respecting the sale of certain property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Assignor assigns, sells, transfers, sets over and delivers unto Assignee, on a non-exclusive basis and to the extent assignable or transferable, any and all development and construction applications, permits, approvals, and licenses relating to the Property; utility service commitments, rights, allocations, taps, and connections allocated or attributable to the Property; living unit equivalents allocated or attributable to the Property; utility construction agreements with municipal or other public or private utilities; regional detention rights; rights under any traffic phasing agreements or similar contracts; rights under zoning cases, preliminary plans, plats, and other development approvals; rights to receive or install water, wastewater, electricity, gas, telephone, telecommunications (including cable television, internet, ISDN & DSL lines, etc.), drainage, or other utilities or services with respect to the Property; rights to build, construct, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property (but excluding any liabilities or obligations arising prior to the date hereof unless otherwise expressly agreed to by Assignee in writing pursuant to the Agreement).

Assignor further assigns, sells, transfers, sets over and delivers unto Assignee, on a non-exclusive basis and to the extent assignable or transferable, any and all of Assignor's rights as to or against any contractor, subcontractor, professional or other person or entity which performed any services or work of improvement on or for the Property, as defined in the Agreement, including, without limitation, any warranties or other contractual rights or claims (but excluding any liabilities or obligations arising prior to the date hereof unless otherwise expressly agreed to by Assignee in writing pursuant to the Agreement). Assignor makes no warranty or representation with respect to such rights, warranties or claims except as set forth in the Agreement, if any.

Assignor further assigns, sells, transfers, sets over and delivers unto Assignee in perpetuity all right, title and interest, if any, in and to the name "Huntridge" any and all

variations of the word "Huntridge" and any registration thereof (the "Mark"). After the date hereof, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States. Assignor further agrees not to challenge Assignee's use of the Mark.

Assignee acknowledges that rights under certain contracts may not be assignable by Assignor or may have restrictions on assignability pursuant to certain contractual provisions or may have limitations of liability. Such restrictions on assignability, if any, or limitations of liability, shall not be considered a breach of this Assignment or the Agreement. Assignor agrees to cooperate with Assignee, at no cost to Assignor, to arrange for the assignment to Assignee of any such items' rights, warranties or claims with restricted assignability.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Nevada, without giving effect to the principles of the conflicts of laws.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

ASSIGNOR:

King George, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

CELL TOWER LEASE

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the “**Agreement**”) is made and entered into as of the ____ day of ____, 2019 (the “**Effective Date**”), by and between **KING GEORGE, LLC**, a Nevada limited liability company (hereinafter referred to as “**Seller**”), and **City of Las Vegas Nevada**, a political subdivision of the State of Nevada, a Nevada (hereinafter referred to as “**Purchaser**”).

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. Sale of Property. Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following:

1.1.1. Land. That certain real property and its improvements comprising four (4) parcels totaling approximately 2.63 acres Clark County Assessors Parcel Numbers: 162-02-110-018 and its estimated 3,750 sq. ft. building; 162-02-110-015 and its estimated 6,700 sq. ft building; 162-02-110-016 and its estimated 12,000 sq. ft. building ‘Theater Parcel’; and 162-02-110-017, located in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A and legally described on Exhibit A-1 attached hereto together with all appurtenances, rights, improvements belonging to, pertaining to or situated thereon, including, without limitation, all rights, title, and interests of Seller in and to any easements, leases, rights of way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, or avenue, open or proposed, in, on, in front of, abutting, adjoining, or benefiting such real property is collectively referred to herein as the “**Land**”. Included are all improvements located on the Land, including, without limitation, all permanent fixtures and all property that integrally belongs to or is part of the Improvements and Land, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heater, water softeners, air conditioning and heating equipment, built-in items, outside television antenna, fencing, gates and landscaping (the “**Improvements**”).

1.1.2 Name Huntridge. All right title and interest of Seller, if any, in the name “Huntridge” and any variation thereof, including any tradenames and trademarks.

1.1.3. Real Property. All rights and privileges appurtenant to Seller’s

interest in the Land and the Improvements, including, other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the Land and the Improvements (the Land and Improvements and all such easements and appurtenances are sometimes collectively referred to herein as the “**Real Property**”). The Real Property is sometimes hereinafter referred to as the “**Property**”. It is hereby acknowledged by the parties that Seller shall not convey to Purchaser claims relating to any real property tax refunds or rebates, existing insurance claims and any existing claims against current and previous tenants of the Property, in each case accruing for periods prior to Closing, which claims shall be reserved by Seller, if any.

1.1.4. Seller. Seller is King George LLC, a Nevada limited liability company. The principal office of Seller is located at 2425 Ping Drive, Henderson, Nevada 89074. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit B, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Seller or any principal, partner or member of Developer. Seller shall provide Purchaser with written notification of any material change in the above disclosure occurring prior to the Closing within thirty (30) days of any such change.

1.1.5 Purchaser. Purchaser is City of Las Vegas, Nevada, a political subdivision of the State of Nevada. The principal office of the Purchaser is located at 495 South Main Street, Las Vegas, Nevada 89101. Wherever the term “Purchaser” is used herein, such term shall include any permitted nominee, assignee or successor in interest of Purchaser as herein provided.

1.1.6 Purchaser Assignment. Notwithstanding anything to the contrary contained herein, Seller hereby agrees that Purchaser shall have the absolute right to assign this Agreement without Seller’s consent to any third party designated by Purchaser, provided that (i) such assignee assumes Purchaser’s obligations under this Agreement pursuant to a written agreement; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days after the execution thereof (and in no event less than three (3) business days prior to Closing) and reaffirms all of the representations and warranties of Purchaser herein and (iii) Purchaser thereafter shall be released from the performance of Purchaser’s obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement. As used in this Section 1.1.6, the term “party” includes any individual person, corporation, limited liability company, trust or other entity.

1.1.7 Cell Tower Lease. Attached hereto as Exhibit G is a true and correct copy of the following lease for a cell tower on the Property 1208 E. Charleston, Las Vegas Nevada (the “**Cell Lease**”). Seller shall assign the Cell Lease to Purchaser at the Closing.

ARTICLE II.

Purchase Price

2.1. Purchase Price. The purchase price for the Property shall be Four Million Dollars (\$4,000,000.00) (the "**Purchase Price**"). The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing by wire transfer of immediately available federal funds.

ARTICLE III.

Deposit

3.1 Deposit. Within three (3) business days after the mutual execution of this Agreement, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to Five Thousand Dollars (\$5,000.00) (the "**Deposit**") with Kristen Haynes at Fidelity National Title located at 8363 W. Sunset Rd., Suite 100, Las Vegas, NV 89113 with telephone number (702) 952-8227 (the "**Escrow Agent**"), in immediately available federal funds. The proceeds of the Deposit shall be deposited and held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. The Deposit shall be refundable to Purchaser until expiration of the Feasibility Period (defined below), after which it shall become nonrefundable to Purchaser except as otherwise provided herein. By its execution hereof, the Escrow Agent shall confirm and acknowledge receipt of the Deposit.

3.2. Intentionally Omitted.

3.3. Application of Deposit. If the Closing occurs, the Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit shall be held and delivered as hereinafter provided.

3.4. Interest on Deposit. The Deposit shall (i) be held in an interest-bearing escrow account by Escrow Agent, and (ii) include any interest earned thereon. To allow the interest bearing account to be opened, Purchaser shall provide Escrow Agent with a completed W-9 form. All interest accruing on the Deposit shall be held for the account of Purchaser.

3.5. Escrow Agent. Escrow Agent is executing this Agreement to acknowledge Escrow Agent's responsibilities hereunder, which may be modified only by a written amendment signed by all of the parties. Any amendment to this Agreement that is not signed by Escrow Agent shall be effective as to the parties thereto, but shall not be binding on Escrow Agent. Escrow Agent shall accept the Deposit with the understanding of the parties that

Escrow Agent is not a party to this Agreement except to the extent of its specific responsibilities hereunder, and does not assume or have any liability of the performance or non-performance of Purchaser or Seller hereunder to either of them. Additional provisions with respect to the Escrow Agent are set forth in Section 16.15 hereof.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1. Closing. The closing of the purchase and sale of the Property (the “**Closing**”) shall occur on or, at Purchaser’s election, before, thirty (30) days after the expiration of the Feasibility Period (defined below) (the “**Closing Date**”). The Closing shall take place through the Escrow Agent, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the Closing Date, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

4.1.1. Feasibility Period Extension. Seller acknowledges and agrees that Purchaser will require that certain entitlements be in place at the Closing Date authorizing Purchaser’s and/or Purchaser’s assignee intended plan of development of the Property. In connection therewith, Seller agrees to execute and submit all applications to applicable governmental agencies required to entitle the Property for the Purchaser’s and/or Purchaser’s assignee intended plan of development of the Property. Seller acknowledges that it is a condition to Purchaser’s closing of the purchase of the Property that all such entitlements have been finally approved by the Closing Date. In the event that such entitlements have not been approved by the expiration of the Feasibility Period (defined below), Purchaser shall have the right to extend the Feasibility period for sixty (60) days upon payment to Seller through Escrow Agent of an feasibility extension fee of Ten Thousand Dollars and No/Cents (\$10,000.00) (the “**Feasibility Extension Fee**”), which must be deposited by Purchaser with Escrow by expiration of the Feasibility Period. The Feasibility Extension Fee shall be non-refundable, not applied in payment of the Purchase Price and released by Escrow Agent to Seller without additional instruction, approval or authorization of any kind from Purchaser, Escrow Agent, Title Company or any other third party, and shall be non-applicable to payment of the Purchase Price.

4.2. Prorations. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise specifically set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of Section 4.2 shall survive the Closing.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property to, but not including, the Closing Date. If the real estate and/or personal property tax rate and assessments have not been set for the year in which the Closing occurs, then the proration of such taxes shall be based upon the rate and assessments for the preceding tax year and such proration shall be adjusted in cash between Seller and Purchaser upon presentation of written evidence that the actual taxes paid for the year in which the Closing occurs differ from the amounts used in the Closing in accordance with the provisions of Section 4.2.5 hereof. All taxes imposed due to a change of use of the Property after the Closing Date shall be paid by Purchaser. If any taxes which have been prorated shall subsequently be reduced by abatement, the amount of such abatement, less the cost of obtaining the same shall be equitably apportioned between the parties hereto.

4.2.2. Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser as of the Closing Date.

4.2.3. Calculations. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of the Closing Date and a three hundred sixty five (365) day year. The amount of such prorations shall be initially calculated at least five (5) business days prior to Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use their best efforts to make such adjustments no later than ninety (90) days after the Closing. Except as set forth in this Section 4.2, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser.

4.2.4. Prepaid Items. Any prepaid items, including, without limitation, rent, fees for licenses which are transferred to Purchaser at the Closing and annual permit and inspection fees shall be apportioned between Seller and Purchaser at the Closing.

4.3. Closing and other Costs. Seller shall pay (a) the cost of a standard ALTA owner's title policy; (b) one-half (1/2) of all escrow fees and costs; (c) all recording fees for the Deed (as defined in Section 11.2.1) and documents necessary to remove Title Objections (as defined in Section 6.1); (e) delinquent property taxes and assessments (if any); and (f) Seller's share of prorations. Purchaser shall pay (i) with respect to the title policy, all costs related to title policy endorsements and extended coverage requested by Purchaser (but excluding endorsements to be obtained by Seller to address any Purchaser Title Objections under Section 6.1); (ii) the cost of any Survey (as defined in Section 6.1); (iii) one-half (1/2) of all

escrow fees and costs; (iv) all transfer taxes associated with the transfer of the Real Property; and (v) Purchaser's share of prorations. Except as provided below, Purchaser and Seller shall each pay their own respective legal and professional fees. Purchaser shall pay one hundred percent (100%) of all costs of Purchaser's due diligence, including fees due its consultants and all costs and expenses of any new or updated Phase I or other environmental studies which Purchaser desires to obtain with respect to the Property. All other costs and expenses shall be allocated between Purchaser and Seller as may otherwise be provided in this Agreement.

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period; Entitlements

5.1. Right to Evaluate. Commencing on the Effective Date and continuing until 5:00 p.m. Pacific time on that day which is one hundred eighty (180) days after the Effective Date (the "**Feasibility Period**") subject to extension under Section 4.1.1, Purchaser and its agents shall have the right during business hours (with reasonable advance notice to Seller), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Real Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, in its sole and absolute discretion. Purchaser's inspection right shall include the right of Purchaser and Purchaser's agents and consultants to enter upon the Property for the sole purpose of conducting studies, engineering, surveys, site analyses, soil borings and such other tests that Purchaser may deem desirable. Purchaser's entry onto and inspection of the Real Property in accordance with the terms hereof shall not damage the Property in any respect and Purchaser shall not conduct or permit any physically invasive testing of, on, or under the Property ("**Physical Testing**") without first obtaining Seller's written consent (which consent shall not be unreasonably withheld, or conditioned, or delayed by Seller); provided, however, that Seller's consent shall not be required to perform a Phase I environmental assessment or customary non-invasive geotechnical testing. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's due diligence investigation, provided, however, that in no event shall such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property. Seller shall cooperate with Purchaser's investigations of the Property. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any such inspection, provided Seller or its agents do not unreasonably interfere with such inspections.

In accordance with Section 41.038 of the Nevada Revised Statutes, Purchaser has adopted a self-insured liability program. 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 354.580 of the Nevada Revised Statutes, Purchaser has adopted a Self-Insured Workers' Compensation Program, effective December 19, 1985. Purchaser 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. Purchaser will maintain these programs during the Feasibility Period. Seller acknowledges that Purchaser is not able to provide Seller a certificate naming Seller as an additional insured.

In addition, prior to Purchaser’s contractors entering the Property to conduct the inspections and tests described above Purchaser shall deliver to Seller evidence of the following insurance coverage: Purchaser shall cause its contractors involved in the inspections and tests to provide general liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policies to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser’s, its agents, employees and/or contractors in connection with such inspections and tests.

5.2. Inspection Obligations and Indemnity. In connection with Purchaser’s inspection and permitted Physical Testing of the Property, Purchaser and its agents and representatives shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) not damage any part of the Property, except as reasonably necessary to conduct the Physical Testing, or damage any personal property owned or held by any tenant; (c) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees, or any tenant; (d) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (e) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (f) restore the Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken, subject to reasonable wear and tear arising from such inspection; and (g) not reveal or disclose any information obtained during the Feasibility Period concerning the Property to anyone outside Purchaser’s organization other than its agents, attorneys, lenders, consultants, and permitted assignees, except to the extent required by law, including the Nevada Public Records Act, or pursuant to judicial or administrative mandate. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property, including any approved Physical Testing.

Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its members, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys’ fees) to the extent arising solely out of Purchaser’s or Purchaser’s agents’ actions taken in, on or about the Property in the exercise of the rights granted pursuant to Section 5.1; provided, however, in no event shall Purchaser be liable in any manner or have any indemnification or remediation obligation to Seller for the mere uncovering or discovery of any condition(s) at the Property. Purchaser’s indemnification, defense and hold harmless obligations shall not apply to any liabilities arising from Seller’s

negligence, willful or wanton misconduct or Pre-Existing Conditions, except to the extent such Pre-Existing Conditions were exacerbated due to Physical Testing by Purchaser or Purchaser's agents. "Pre-Existing Conditions" means (i) any and all contamination located at, on or beneath the Land, including without limitation contamination of soils, surface water and groundwater, existing at the time of the Physical Testing and/or (ii) the physical condition and legal status of the Improvements. This Section 5.2 shall survive the Closing or any earlier termination of this Agreement for a period not to exceed 360 days; provided, however, Seller must notify Purchaser in writing of any claim for which it is seeking indemnification from Purchaser under this Section 5.2 within sixty (60) days of obtaining actual knowledge of such claim and within such 360 day period.

5.3. Independent Examination. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller (excluding the matters expressly represented by Seller in Article VII hereof) or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. The provisions of this Section 5.3 shall survive Closing or any earlier termination of this Agreement.

5.4. Feasibility Period Termination Right. In the event that Purchaser determines that it does not desire to acquire the Property for any reason or no reason, Purchaser shall provide written notice of such determination to Escrow Agent and Seller on or before the end of the Feasibility Period, and, subject to the Surviving Termination Obligations (as defined in Section 16.11 herein), this Agreement shall terminate, the Deposit shall be delivered to Purchaser without the need for any additional documentation and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Feasibility Period, time being of the essence, the termination right described in this Section 5.4 shall be immediately null and void and of no further force or effect and the Deposit shall be non-refundable, except as otherwise provided herein. Purchaser's failure to provide such notice on or before the end of the Feasibility Period shall constitute Purchaser's waiver of the termination right described in this Section 5.4.

ARTICLE VI.

Title and Survey Matters

6.1. Title and Survey. Within five (5) calendar days following the Effective Date, Seller shall cause Fidelity National Title Company (the "Title Company") to issue a title commitment (the "Title Commitment"), including legible copies (to the extent available) of title exception documents, to Purchaser. Purchaser, at its sole cost and expense, may order an ALTA survey of the Real Property (the "Survey"), at Purchaser's sole discretion. Purchaser shall instruct the surveyor to deliver a copy of the Survey, if any, to Seller simultaneously with its delivery to Purchaser. If Purchaser elects to obtain a Survey, then the final legal description of the Real Property will be determined by such Survey. The legal

description delivered to Escrow Agent will then be the legal description for the Real Property for use in the Deed provided by Seller to Purchaser at the Closing. If Purchaser does not elect to obtain the ALTA survey, then the legal description in the Title Commitment shall control. Purchaser shall have until thirty (30) days after the later of the date of receipt of the Title Commitment or the Survey, but in no event later than thirty (30) days prior to the end of the Feasibility Period (the "**Title Objection Period**"), to give Seller written notice (the "**Title Objection Notice**") as to what exceptions to title, if any, Purchaser will not accept in Purchaser's sole and absolute discretion ("**Title Objections**"). Seller shall have five (5) business days after receipt of Purchaser's Title Objections to give Purchaser written notice: (i) that it shall take such actions as may be reasonably necessary to remove, cure or insure around all of the Title Objections prior to closing (the "**Seller Cure Period**"); or (ii) that Seller elects not to cause all or some of such Title Objections to be removed. If Seller gives Purchaser notice under clause (ii), or if Seller gives Purchaser notice under clause (i) but fails to remove, cure or otherwise insure around all of the Title Objections within the Seller Cure Period, Purchaser shall have five (5) business days after (x) the expiration of the Seller Cure Period if Seller gives Purchase notice under clause (i), and (y) receipt of Seller's notice if Seller gives Purchaser notice under clause (ii), to give written notice to Seller electing to either (1) proceed with the purchase of the Property subject to such Title Objections (which shall be deemed a waiver of any Title Objections Seller has not agreed to be cured or removed, or (2) terminate this Agreement, failing which Purchaser shall conclusively be deemed to have elected option (2) above. Those items or matters revealed by the Title Commitment and/or Survey which are not timely objected to or which are timely objected to but subsequently waived by Purchaser are referred to individually herein as a "**Permitted Exception**" and collectively as the "**Permitted Exceptions.**" Notwithstanding any other provision of this Agreement or any objection by Purchaser, the Permitted Exceptions shall include (a) all non-delinquent property taxes and assessments and (b) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser. Notwithstanding the foregoing, any new material title information received by Seller or Purchaser after the expiration of the Title Objection Period or Seller's Cure Period, as applicable, from a supplemental title report or other source which is not the result of the acts or omissions of Purchaser or its agents, contractors or invitees (each a "**New Title Matter**") shall be subject to the same procedure provided in this Section 6.1 (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the Title Objection Period and Seller's Cure Period for any New Title Matters shall be five (5) business days each. The Closing shall be delayed as needed to accommodate such additional time periods or as otherwise needed for purposes of this Section 6.1.

6.2. Governmental Applications. Without Seller's prior written consent, prior to Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof.

ARTICLE VII.

Representations and Warranties of Seller

7.1. **Seller's Representations.** Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property:

7.1.1. **Authority.** Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nevada. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject or to which the Real Property is subject. All documents which are to be executed by Seller and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller, (b) be legal, valid and binding obligations of Seller, and (c) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject or to which the Real Property is subject.

7.1.2. **Bankruptcy or Debt of Seller.** Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Seller has received no written notice of (a) the filing of an involuntary petition by Seller's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

7.1.3. **Foreign Person.** Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

7.1.4. **No Other Agreements.** Other than this Agreement and the Submission Items or as may be contained in any matters of record, Seller has not entered into any outstanding written agreements, options, rights of first refusal, conditional sales agreements, profit sharing agreements, leases or other agreements or arrangements regarding the Property.

7.1.5. **Submission Items.** Attached hereto as **Schedule "1"** is a complete list (i) of all unrecorded contracts, agreements and or understandings, written or oral, or other matters related in any way to the Real Property, including, without limitation, all leases, maintenance agreements, service agreements, conditional sales agreements, property management agreements and utility agreements and (ii) all reports and studies and similar matters relating to the Real Property, including, without limitation, soils reports, environmental reports, development plans, structural reports and studies, and notices of code violations or other notices affecting the Real Property that Seller has in its possession and

maintained in its files relating to the Real Property Seller represents and warrants that **Schedule "1"** is a true and complete list of all of the Submission Items. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser true and correct copies of the Submission Items to Purchaser

7.1.6. No Possessory Rights. Except as disclosed herein, in the Title Commitment, or otherwise disclosed in writing by Seller to Purchaser prior to Closing, to Seller's knowledge, there are no outstanding leases or tenancies for, or parties in possession of, any part of the Real Property, and there are no other rights of possession to the Real Property, or any portion thereof, which have been granted to any third party or parties.

7.1.7. Litigation. Except as provided in the next paragraph, there is no litigation, arbitration or other legal or administrative suit, action, proceeding, investigation or claim pending or, to Seller's knowledge, threatened against or involving the Real Property or any part thereof, or Seller in relation to the Real Property (including, without limitation, any proceedings in condemnation or eminent domain).

Seller is a party to the the lawsuit entitled State Department of Nevada Conservation and Natural Resources Commission for Cultural Affairs, as plaintiff, and Eli Mizarachi, ECT Holding, L.L.C., King George, L.L.C., and Does I-XX inclusive (the "State Lawsuit").

7.1.8. Violations. Except for the State Lawsuit Seller has received no written notice issued by any governmental authority having jurisdiction over the Property of any violations of, or non-compliance with, any applicable law with respect to the ownership, use, maintenance, condition and operation of the Property which has not been corrected, including any violations of the Americans with Disabilities Act.

7.1.9. Employment. Seller has no employees at the Property.

7.1.10. ERISA. Seller hereby represents and warrants to Purchaser that (a) Seller is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "**ERISA**") nor an entity whose assets are deemed to be plan assets under ERISA and (b) the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Purchaser shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Seller's representation is found to be false or misleading in any respect.

7.1.11. Terrorist Organization Lists. Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or

supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.2. Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the current, actual knowledge of Eli Mizarachi (the "**Asset Manager**").

7.3. Change in Representation and Termination Right. If Purchaser (a) determines prior to Closing that there is a breach of any of the representations and warranties made by Seller above, or (b) after the Feasibility Period and prior to Closing learns of any new (i) legal proceedings or administrative actions, or (ii) violations of existing laws, ordinances, regulations and building codes that could reasonably give rise to a liability of more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in the aggregate, then Purchaser may, at its option, by sending to Seller at or prior to Closing written notice of its election to do so, (A) terminate this Agreement, or (B) waive such breach and/or condition and proceed to Closing with no adjustment to the Purchase Price, except as may be agreed in writing by Seller and Purchaser, and Seller shall have no further liability as to such matter thereafter. In the event Purchaser terminates this Agreement for the reasons set forth above, the Deposit (and any interest earned thereon) shall be promptly refunded to Purchaser, and neither Purchaser nor Seller shall thereafter have any other rights or remedies hereunder other than under Section 16.11 hereof. In furtherance thereof, Seller shall have no liability with respect to any of the foregoing representations and warranties or any representations and warranties made in any other document executed and delivered by Seller to Purchaser, to the extent that, prior to the Closing, Purchaser discovers or learns of information (from any source whatsoever, including, without limitation, , as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or disclosure by Seller or Seller's agents and employees) that contradicts any such representations and warranties, or renders any such representations and warranties untrue or incorrect, and Purchaser nevertheless consummates the transaction contemplated by this Agreement.

7.4. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties (except for the representations and warranties set forth in Sections 7.1.3, 7.1.10 and 7.1.11) shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect. The representations and warranties set forth in Sections 7.1.3, 7.1.10 and 7.1.11 hereof shall survive Closing without limitation.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

8.1.1 **Authority.** Purchaser is political subdivision of the State of Nevada. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents which are to be executed by Purchaser and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser, (b) be legal, valid and binding obligations of Purchaser, and (c) not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

8.1.2. **Bankruptcy or Debt of Purchaser.** Purchaser has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

8.1.3. **ERISA Compliance.** Purchaser hereby represents and warrants to Seller that (a) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

8.1.4. **Terrorist Organization Lists.** Purchaser is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8.2. Purchaser's Acknowledgment and Release of Seller.

(a) As Is. Purchaser acknowledges and agrees that it is purchasing Property on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair, and except as expressly contained in the Deed (as defined in Section 11.2.1 below) and/or General Assignment (as defined in Section 11.1.2) to be delivered at the Closing and Seller's representations (as set forth in Section 7.1 hereof), Purchaser hereby waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, direct or indirect, oral or written, including, by way of description, but not limitation, those of habitability, fitness for a particular purpose, and use. Without limiting the generality of the foregoing. Purchaser expressly acknowledges that, except as otherwise provided in Seller's representations in this Agreement, Seller makes no representations or warranties concerning, and hereby expressly disclaims any representations or warranties concerning: (i) the value, nature, quality or condition of the Property; (ii) any restrictions related to development of the Property; (iii) the applicability of any governmental requirements; (iv) the suitability of the Property for any purpose whatsoever; (v) the presence in, on, under or about the Property of any Hazardous Material or any other condition of the Property which is actionable under any Environmental Laws; (vi) compliance of the Property or any operation thereon with the laws, rules, regulations or ordinances of any applicable governmental body; (vii) the presence or absence of, or the potential adverse health, economic or other effects arising from, any magnetic, electrical or electromagnetic fields or other conditions caused by or emanating from any power lines, telephone lines, cables or other facilities, or any related devices or appurtenances, upon or in the vicinity of the Property; or (viii) the presence or absence of radon gas within the Property.

As used herein, "Hazardous Materials" shall mean, collectively, any chemical, material, substance or waste which is or hereafter becomes defined or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant" or "contaminant," or words of similar import, under any Environmental Law, and any other chemical, material, substance, or waste, exposure to, disposal of, or the release of which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority or otherwise poses an unacceptable risk to public health, welfare or the environment.

As used herein, "Environmental Laws" shall mean all applicable local, state and federal environmental rules, regulations, statutes, laws and orders, as amended from time to time relating to the public health, safety, welfare or the environment, including, but not limited to, all such rules, regulations, statutes, laws and orders regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment, including, without limitation, Chapter 459 of the Nevada Revised Statutes and the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq), as amended by the Superfund Amendments and Reauthorization Act of 1986.

(b) Release. Purchaser agrees that, except for a breach of Seller's representations in Section 7.1 hereof, Seller shall not be responsible or liable to Purchaser for any condition affecting the Property because Purchaser is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Purchaser, or anyone claiming by, through or under Purchaser pursuant to an assignment of this Agreement by Purchaser or any transfer of the Property by Purchaser after Closing to an affiliate of Purchaser, hereby fully releases Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents from and irrevocably waives its right to maintain any and all claims and causes of action that it may now have or hereafter acquire against Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions affecting the Property, except to the extent that such loss or other liability results from a breach of Seller's representations or warranties in this Agreement. Purchaser hereby waives any Environmental Claim which it now has or in the future may have against Seller. The foregoing release and waiver shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

As used herein, "Environmental Claim" shall mean any claim, action, cause of action, suit, or demand Purchaser has or may have against Seller concerning the Property, or any part thereof, pursuant to applicable Environmental Laws.

(c) Bargaining Position. Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to the provisions of this Section 8.2 as part of the negotiations for the transaction contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and Purchaser has conferred with such legal counsel concerning this waiver.

(d) Survive Closing. The provisions of this Section 8.2 shall survive the Closing and the delivery of the Deed to Purchaser.

8.3. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties (except for the representation and warranty set forth in Section 8.1.3) shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect. The representation and warranty set forth in Section 8.1.3 hereof shall survive Closing without limitation.

ARTICLE IX.

Seller's Interim Operating Covenants

9.1. Operations. During the period from the Effective Date until Closing, Seller shall, in accordance with existing business practices, manage, maintain and operate the Property. Seller shall not make any material change in its normal and customary billing practices and shall not knowingly take any action that is likely to materially and adversely impact the existing zoning approvals for the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.

9.2. Maintain Insurance. Seller shall maintain in full force and effect until the Closing Date its existing insurance coverages (as of the Effective Date).

9.3. Personal Property. Intentionally omitted.

9.4. Conveyances. Seller shall not convey any interest in the Property to any third party.

ARTICLE X.

Closing Conditions

10.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. Representations, Warranties and Covenants of Purchaser. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date.

10.1.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.1.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Seller before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Seller or any of its affiliates in connection with the transactions contemplated by this Agreement.

10.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date and Seller shall have performed and complied in all material respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.2.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Purchaser before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Purchaser in connection with the transactions contemplated by this Agreement.

10.2.4. Tenant Estoppels. In no event shall Seller be required hereunder to provide to Purchaser any estoppel certificate or similar document from any tenant or other occupant of the Property

10.2.5. Title Policy. Upon recordation of the Deed and payment of the title insurance premiums, the Title Company shall be irrevocably committed to issue to Purchaser an Owner's Policy of Title Insurance, at least in the amount of the Purchase Price, together with all approved endorsements (collectively, "**Title Policy**") insuring Purchaser as the fee owner of the Property, subject only to the Permitted Exceptions, and receipt by the Title Company from Seller of any title affidavit required by the Title Company for the issuance of the Title Policy.

10.2.6. Possession of the Property. Delivery by Seller of possession of the Property, subject to the Permitted Exceptions.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following:

11.1.1. The Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 12:00 noon Pacific time on the day of the Closing.

11.1.2. Executed counterpart copies of the assignment of the Cell Lease.

11.2. **Seller's Closing Obligations.** Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser at or prior to the Closing the following:

11.2.1. A deed (the "**Deed**") in recordable form properly executed and acknowledged by Seller conveying to Purchaser the Property described on Exhibit A-1 in fee simple, subject only to the Permitted Exceptions, substantially in the form attached hereto as Exhibit D.

11.2.2. Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power and authority to do so.

11.2.3. A certificate indicating that the representations and warranties set forth in Section 7.1 are true and correct on the Closing Date.

11.2.4. A certificate substantially in the form attached hereto as Exhibit E ("**Non-Foreign Entity Certification**") certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

11.2.5. An Assignment of Rights in the form attached hereto as Exhibit F.

11.2.5. A settlement sheet, signed by Seller.

11.2.6. Three (3) counterparts of the Escrow Agreement duly executed by Seller.

11.2.7. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

11.2.8 Executed counterpart copies of the assignment of the Cell Lease.

ARTICLE XII.

Risk of Loss

12.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is Material (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after receipt of Seller's notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (x) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, net of any costs of repairs, if any, and net of reasonable collection, if any, costs by Seller (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty or condemnation including any rent abatement insurance for such casualty or condemnation and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and, after deducting Seller's reasonable costs and expenses incurred in collecting any award, Seller shall assign, without recourse, all remaining awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of the applicable deductible and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any costs of repairs and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty including any rent abatement insurance for such casualty.

12.4. Materiality. For purposes of this Article XII, (i) with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, excluding, however, any taking solely of subsurface rights or takings for utility easements or right of way easements, or other similar minor takings if the surface of the Property, after such taking, may be used in substantially the same manner as though such rights had not been taken, and (ii) with respect to a casualty, the term "**Material**" shall mean any casualty such that the cost of repair, as reasonably estimated by Seller's engineer and Purchaser's engineer, is in excess of Ten Thousand Dollars (\$10,000.00).

ARTICLE XIII.

Default

13.1. Default by Seller. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the Default (as defined in Section 13.3) of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, either to (i) terminate this Agreement by written notice to Seller within ten (10) days following the Closing Date (the "**Default Termination Notice**"), in which event (A) Purchaser shall receive the Deposit from the Escrow Agent, and (B) Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Fifteen Thousand and 00/100 Dollars (\$15,000.00), after which Seller shall not have any additional liability whatsoever to Purchaser hereunder other than with respect to the Surviving Termination Obligations (as defined in Section 16.12 hereof), or (ii) enforce specific performance of the obligations of Seller hereunder. Purchaser shall be deemed to have elected to terminate this Agreement (as provided in clause (i) above) if Purchaser fails to deliver to Seller written notice of its intent to file a cause of action for specific performance against Seller on or before ten (10) days after the Closing Date (a "**Specific Performance Notice**"), or having given Seller a Specific Performance Notice, fails to file a lawsuit asserting such cause of action within ninety (90) days after the Closing Date. Notwithstanding the foregoing, if Seller's Default consists of the conveyance of the Property to a third party while this Agreement is in effect, then Purchaser shall also be entitled to pursue all remedies available at law or in equity.

13.2. Default by Purchaser. In the event the Closing and the transactions contemplated hereby do not occur as provided herein solely by reason of any Default of Purchaser, Purchaser and Seller agree it would be impractical and extremely difficult to fix the damages which Seller may suffer. Therefore, Purchaser and Seller hereby agree a reasonable estimate of the total net detriment Seller would suffer in the event Purchaser Defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), a sum equal to the Deposit and any interest accrued thereon. Upon such Default by Purchaser, Seller shall have the right to receive the Deposit from the Escrow Agent as its sole and exclusive remedy and thereupon this Agreement shall be terminated and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except with respect to the Surviving Termination Obligations. The amount of the Deposit (as adjusted) shall be the full, agreed and liquidated damages for Purchaser's Default and failure to complete the purchase of the Property, all other claims to damages or other remedies being hereby expressly waived by Seller. Notwithstanding the foregoing, nothing contained herein shall limit Seller's remedies at law or in equity as to the Surviving Termination Obligations.

13.3 Default Cure Period. Notwithstanding anything else contained herein, a party shall only be deemed to be in default under this Agreement (a "Default") when such party has failed to comply with any of the terms and/or conditions of this Agreement and has failed to cure such noncompliance within five (5) business days following written notice from the other party, which notice shall state the alleged noncompliance with reasonable specificity.

ARTICLE XIV.

Brokers

14.1. Brokers. Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of Purchaser's (or its nominee's) representations and warranties contained in this Article XIV. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing or earlier termination of this Agreement.

ARTICLE XV.

Intentionally Omitted

ARTICLE XVI.

Miscellaneous

16.1. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by for e-mail delivery, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Seller: King George, LLC
2425 Ping Dr.
Henderson, NV 89074
Phone No.: (702) 278-8880
Email:
~~eli.mizrachi@yahoo.com~~ eli.mizrachi@yahoo.com

With a copy to: Holley Driggs
400 S. 4th Street, Suite 300
Las Vegas, NV 89101
Attention: J. Douglas Driggs, Jr.
Phone No.: (702) 791-0308
Email; ddriggs@nevadafirm.com

To Purchaser: 495 South Main Street, 6t Floor
Las Vegas, Nevada 89101
Attention: William Arent
Phone No.: (702) 229- 6856
Email:
~~barent@lasvegasnevada.gov~~barent@lasvegasnevada.gov
.gov

To Escrow Agent: Fidelity National Title
8363 W. Sunset Rd., Suite 100, Las Vegas, NV 89113
Attention: Kristen Haynes
Phone No.: (702) 952-8227
Email: Kristen.Haynes@fnf.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon the Effective Date when fully executed by Seller and Purchaser.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Friday Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Friday, Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

16.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

16.8. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.9. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.10. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.11. Survival. Except as otherwise specifically provided for in this Agreement (collectively, the “**Surviving Termination Obligations**”), the provisions of this Agreement and the representations and warranties herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

16.12. Exhibits and Schedules. Exhibits A through G and Schedule 1 attached hereto are incorporated herein by reference.

16.13. Time. Time is of the essence in the performance of each of the parties’ respective obligations contained herein.

16.14. Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party’s reasonable expenses, including reasonable attorneys’ fees and expenses

in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 16.14 shall survive Closing or any earlier termination of this Agreement.

16.15. Escrow Agreement.

16.15.1.— Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent, and, upon receipt of the Deposit from Purchaser, Escrow Agent shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

16.15.2.— Real Estate Reporting Person. Escrow Agent is hereby designated the “real estate reporting person” for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent’s duties as real estate reporting person.

16.15.3.— Liability of Escrow Agent. The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser or Seller as to how the Deposit (which, for purposes of this Section shall be deemed to also include any other escrowed funds held by the Escrow Agent pursuant to this Agreement) should be disbursed. Any notice sent by Seller or Purchaser (the “**Notifying Party**”) to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 16.1 herein (the “**Notice Parties**”). If the Notice Parties do not object to the Notifying Party’s notice to the Escrow Agent within ten (10) days after the Notice Parties’ receipt of the Notifying Party’s certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such ten (10) days, written notice to the Escrow Agent disputing the Notifying Party’s certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent’s failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to

receive the Deposit, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. The obligations of Seller and/or Purchaser with respect to the Escrow Agent are intended to be binding only on Seller and Seller's assets and/or Purchaser and Purchaser's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller or Purchaser, or of any of Seller's or Purchaser's employees or agents.

16.16. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

16.17. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

16.18. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act, including, without limitation, the contingency periods set forth herein, shall be extended for the period of the delay. Force Majeure shall excuse the performance by that party, as aforesaid, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within ten (10) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay. Delays or failure to perform resulting from lack of funds or financial inability shall not be deemed delays beyond the reasonable control of a party. No extension of time will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Property is located.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

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

SELLER:

KING GEORGE, LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

PURCHASER:—

CITY OF LAS VEGAS NEVADA

By: _____

Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Counsel, _____ Date _____

By: _____

Carolyn G Goodman

Mayor

ATTEST:

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM

Counsel _____ Date _____

The Escrow Agent hereby executes this Agreement for the sole purpose of acknowledging receipt of the Deposit and its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

Fidelity National Title Insurance Company

By: _____

Printed Name _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____, 2019

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	-	Site Plan
Exhibit A-1	-	Legal Description
Exhibit B	-	Disclosure of Principals
Exhibit C	-	Intentionally Omitted
Exhibit D	-	Form of Deed
Exhibit E	-	Form of Non-Foreign Entity Certificate
Exhibit F	-	Form of Assignment of Rights
Exhibit G	-	Cell Tower Lease

EXHIBIT A

SITE PLAN

Attached

EXHIBIT A-1

LEGAL DESCRIPTION

Attached

EXHIBIT B

DISCLOSURE OF PRINCIPALS

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; (e) trust—the trustee and beneficiaries.~~

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.

Block 1 Contracting Entity
Name
Address
Telephone
EIN or DUNS

Block 2 Description Subject Matter of Contract/Agreement
Contract No.

Block 3	Type of
Business	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/>	
Other: _____	

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

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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ 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

Subscribed and sworn to before me this _____ day of _____ Date
_____, 20____

Notary Public

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	<u>Contracting Entity</u>
Name:	_____
Address:	_____
Telephone:	_____
EIN or DUNS:	_____

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
RFP #:	

Block 3	<u>Type of Business</u>
<u>Individual</u>	<u>Partnership</u>
<u>Limited Liability Company</u>	<u>Corporation</u>

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.			
	<u>FULL NAME/TITLE</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

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

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.

Name of Attached Document: _____

Date of Attached Document: _____

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

Date

Subscribed and sworn to before me this _____ day

of _____, 201_____.

Notary Public

1

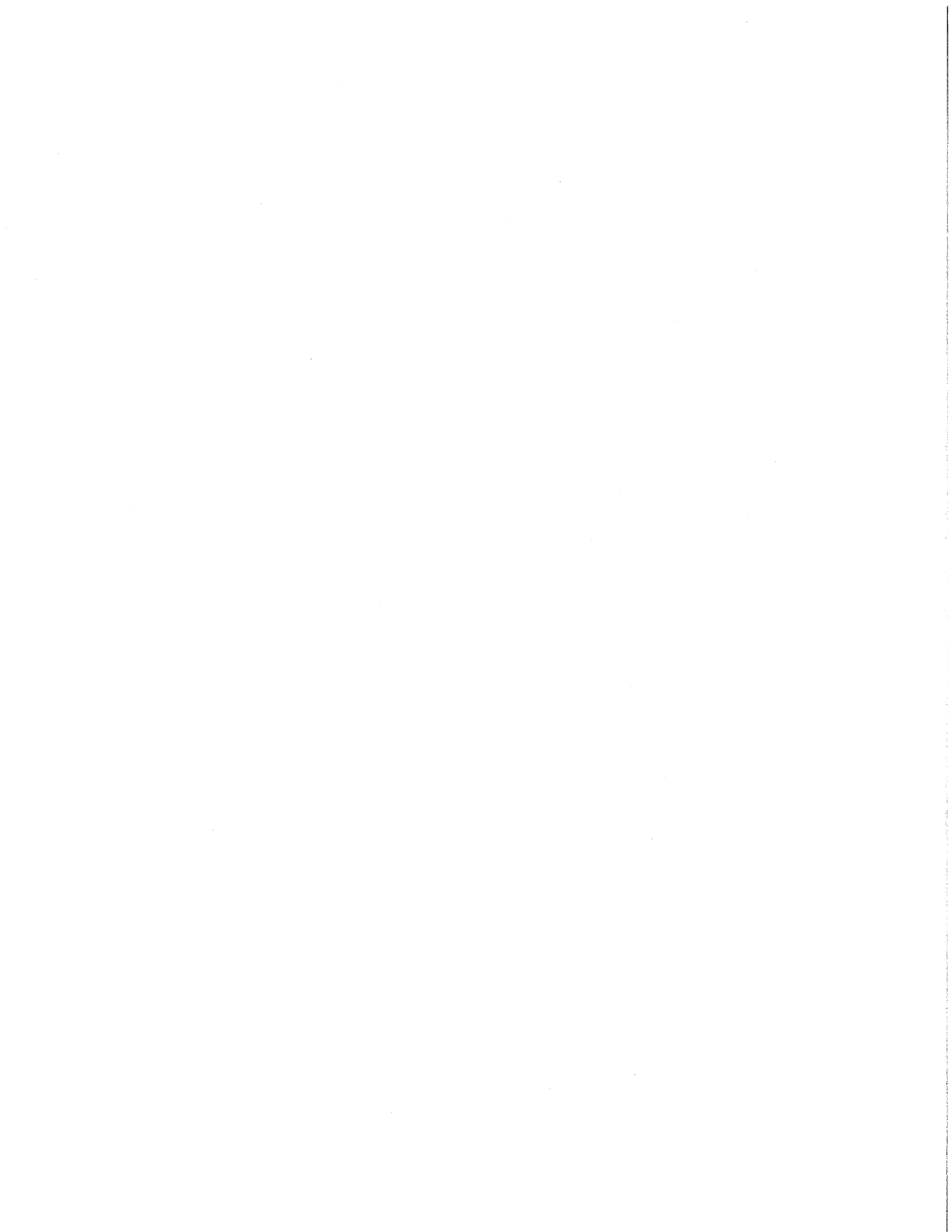


EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

FORM OF DEED

APNs:

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

[INSERT COMPANY NAME HERE]

[Address]

[_____]

[_____]

[_____]

MAIL TAX STATEMENTS TO:

[INSERT COMPANY NAME HERE]

[Address]

[_____]

[_____]

[_____]

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

KING GEORGE, LLC, a Nevada limited liability company as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to _____, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.
2. All matters of record.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of _____, 2019.

“GRANTOR”

KING GEORGE, LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

Name: _____

Title: _____

Notary Acknowledgement to be attached.

EXHIBIT A

Legal Description of Land

To be inserted when preparing final documentation.

EXHIBIT E

FORM OF NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by KING GEORGE, LLC, a Nevada limited liability company ("Transferor"):

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is: .
3. Transferor's office address is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

{Signature on following page

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

KING GEORGE, LLC, a Nevada limited liability company

By: _____
Its: Manager

EXHIBIT F

FORM OF ASSIGNMENT OF RIGHTS

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS ("Assignment") is made this ____ day of _____, 2019, by and between KING GEORGE, LLC, a Nevada limited liability company, a ("Assignor") and, a _____ ("Assignee").

Assignor and Assignee entered in that certain Purchase and Sale Agreement dated as of _____, 2019 (the "Agreement") respecting the sale of certain property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Assignor assigns, sells, transfers, sets over and delivers unto Assignee, on a non-exclusive basis and to the extent assignable or transferable, any and all development and construction applications, permits, approvals, and licenses relating to the Property; utility service commitments, rights, allocations, taps, and connections allocated or attributable to the Property; living unit equivalents allocated or attributable to the Property; utility construction agreements with municipal or other public or private utilities; regional detention rights; rights under any traffic phasing agreements or similar contracts; rights under zoning cases, preliminary plans, plats, and other development approvals; rights to receive or install water, wastewater, electricity, gas, telephone, telecommunications (including cable television, internet, ISDN & DSL lines, etc.), drainage, or other utilities or services with respect to the Property; rights to build, construct, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property (but excluding any liabilities or obligations arising prior to the date hereof unless otherwise expressly agreed to by Assignee in writing pursuant to the Agreement).

Assignor further assigns, sells, transfers, sets over and delivers unto Assignee, on a non-exclusive basis and to the extent assignable or transferable, any and all of Assignor's rights as to or against any contractor, subcontractor, professional or other person or entity which performed any services or work of improvement on or for the Property, as defined in the Agreement, including, without limitation, any warranties or other contractual rights or claims (but excluding any liabilities or obligations arising prior to the date hereof unless otherwise expressly agreed to by Assignee in writing pursuant to the Agreement). Assignor makes no warranty or representation with respect to such rights, warranties or claims except as set forth in the Agreement, if any.

Assignor further assigns, sells, transfers, sets over and delivers unto Assignee in perpetuity all right, title and interest, if any, in and to the name "Huntridge" any and all

variations of the word "Huntridge" and any registration thereof (the "Mark"). After the date hereof, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States. Assignor further agrees not to challenge Assignee's use of the Mark.

Assignee acknowledges that rights under certain contracts may not be assignable by Assignor or may have restrictions on assignability pursuant to certain contractual provisions or may have limitations of liability. Such restrictions on assignability, if any, or limitations of liability, shall not be considered a breach of this Assignment or the Agreement. Assignor agrees to cooperate with Assignee, at no cost to Assignor, to arrange for the assignment to Assignee of any such items' rights, warranties or claims with restricted assignability.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Nevada, without giving effect to the principles of the conflicts of laws.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

ASSIGNOR:

King George, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

Date: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT G

CELL TOWER LEASE

EXHIBIT 9

EXHIBIT 9

**ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

THIS ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2019 (the “**Effective Date**”), by and between **J. Dapper**, an individual (hereinafter referred to as “**Assignee**”), and **City of Las Vegas, Nevada**, a political subdivision of the State of Nevada, a Nevada (hereinafter referred to as “**Assignor**”).

RECITALS:

A. Assignor has entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions with King George, LLC, a Nevada limited liability company (“**Seller**”), a copy of which is attached hereto as Exhibit A (the “**PSA**”).

B. Pursuant to the PSA, Assignor has agreed to purchase, and Seller has agreed to sell the that certain real property and its improvements comprising approximately four (4) parcels totaling approximately 2.63 acres, consisting of Clark County Assessor’s Parcel Numbers: 162-02-110-018 and its estimated 3,750 sq. ft. building; 162-02-110-015 and its estimated 6,700 sq. ft building; 162-02-110-016 and its estimated 12,000 sq. ft. building ‘Theater Parcel’; 162-02-110-017 and its 1.54 acre parking lot, located in the City of Las Vegas, Clark County, State of Nevada, commonly known as the Huntridge.

C. Pursuant to Section 1.1.6 of the PSA, Assignor has the right to assign its interest in the PSA to any third party designated by Assignee.

D. Assignor has agreed to assign, and Assignee has agreed to assume, all of Assignor’s right, title and interest in the PSA as set forth in this Agreement.

E. Assignor has agreed to enter into this Agreement in consideration of and in reliance on Assignee’s agreement to maintain certain architectural features of the Huntridge Theatre located on the Property in order to preserve the architectural integrity of the Huntridge Theater as set forth herein.

F. Any capitalized terms contained herein which are not defined herein shall have the same meaning as set forth in the PSA.

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in the PSA. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of assignor under the PSA. Assignee hereby (i) succeeds to all of Assignor’s right and title under the PSA and is hereby fully substituted as the Purchaser under the PSA and (ii) and pursuant to the PSA, Assignor

is hereby released from Purchaser's obligations under the PSA arising from and after the date hereof. Assignor hereby agrees that it has read and reviewed the PSA and approves and accepts the PSA in all respects. Assignee shall, within three (3) business days of the execution of this Assignment, reimburse Assignor for any earnest money deposit placed in escrow by Assignor under the PSA.

2. Assignee Representations. Assignee represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

2.1.1 Authority. Assignee is an individual. This Agreement and the assumption of the PSA by Assignee has been duly authorized, executed and delivered by Assignee, is the legal, valid and binding obligation of Assignee, and does not violate any provision of any agreement or judicial order to which Assignee is a party or to which Assignee is subject. All documents which are to be executed by Assignee and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Assignee, (b) be legal, valid and binding obligations of Assignee, and (c) not violate any provision of any agreement or judicial order to which Assignee is a party or to which Assignee is subject.

2.1.2. PSA Representations. Assignee hereby reaffirms all of the representations and warranties of Assignor, as Purchaser, under the PSA; provided, however, the words "political subdivision of the State of Nevada" in Section 8.1.1 shall be revised to provide "a Nevada limited liability company."

2.1.3. Bankruptcy or Debt of Assignee. Assignee has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Assignee's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Assignee's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Assignee's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

2.1.4. ERISA Compliance. Assignee hereby represents and warrants to Seller that (a) Assignee is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Assignee is acquiring the Property for Assignee's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Assignee and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Assignee's representation is found to be false or misleading in any respect.

2.1.5. Terrorist Organization Lists. Assignee is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person

designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Assignee is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

3. Assignor Indemnity and Release. Assignee shall, and does hereby agree to indemnify, defend and hold Assignor, its officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) to the extent arising after the date hereof in any way in connection with the PSA.

Assignee, or anyone claiming by, through or under Assignee pursuant to an assignment of this Agreement by Assignee or any transfer of the Property by Assignee after Closing to an affiliate of Assignee or any other party, hereby fully releases Assignor, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents from and irrevocably waives its right to maintain any and all claims and causes of action that it may now have or hereafter acquire against Assignor, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to (i) any defects, errors, omissions or other conditions affecting the Property and (ii) claims of Seller under the PSA.

4. Assignee's PSA Rights. Assignor agrees that Assignee is now fully substituted as the Assignee under the PSA and, as such, Assignee has the right to (i) exercise all rights of Assignee under the PSA, including, without limitation, any right of the Assignee under the PSA to terminate the PSA, including, without limitation, the right to terminate the PSA pursuant to Sections 5.4 and 6.1 of the PSA and (ii) amend or modify the PSA as determined by Assignee in its discretion. Assignee agrees to keep Assignor reasonably informed as to the status of Assignee's activities in connection with the Property and the PSA, including, without limitation, Assignee's due diligence investigations of the Property. Assignor shall provide a copy of this Agreement to Seller in accordance with Section 1.1.6 of the PSA.

5. CCHP. Assignee acknowledges that Seller and the Property are subject to various restrictive covenants related to its designation as a historic building and there is ongoing litigation related to the covenants, including the State of Nevada, Commission for Cultural Centers and Historic Preservation ("CCHP") against Seller and Eli Mizrahi, including, without limitation, Case No. A-14-696982-C filed in Department No. XXVII in the Clark County, Nevada District Court. Assignor acknowledges that Assignee will be contacting CCHP to attempt to resolve various claims of CCHP and to modify the covenants. Assignee agrees that Assignor shall have the right to be involved in any discussion with CCHP. Subject to Assignee's compliance with Section 6 below, Assignor shall provide full support of Assignor's proposed development of the Property and resolution of the claims of CCHP and modification of the subject covenants.

6. Architectural Feature. Assignor has agreed to enter into this Agreement in consideration of and in reliance on Assignee's agreement to maintain those architectural features of the Huntridge Theatre shown and describe on Exhibit B attached hereto and that without such agreement of Assignee, Assignor would not have entered into this Agreement and assigned the PSA to Assignee. Assignor hereby agrees that the Architectural feature shall be maintained by Assignee in connection with any development or redevelopment of the Huntridge Theater. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN ASSIGNOR AND ASSIGNEE THAT ASSIGNOR'S ACTUAL DAMAGES FOR THE FAILURE BY ASSIGNEE TO COMPLY WITH THIS SECTION 6 WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN. THEREFORE, ASSIGNEE AGREES THAT ASSIGNOR SHALL HAVE THE RIGHT TO ENFORCE SPECIFIC PERFORMANCE OF THE OBLIGATIONS OF ASSIGNEE UNDER THIS SECTION 6 AND THAT THIS SECTION 6 SHALL BE BINDING ON ANY SUCCESSOR OWNERS OF THE PROPERTY.

7. Miscellaneous.

7.1. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by for e-mail delivery, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Assignee: Dapper Companies
985 White Dr. Suite #100
Las Vegas, NV 89119
Attention: J Dapper
Phone No.: (702) 733-3622
Email: j@dapper.com

With a copy to: Santoro Whitmire, Ltd.
10100 W. Charleston Blvd., Ste. 250
Las Vegas, Nevada 89135
Attention: Andrew J. Glendon
Phone No.: (702) 948-8771
Email: aglendon@santoronevada.com

To Assignor: City of Las Vegas
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: William Arent
Phone No.: (702) 229- 6856
Email: barent@lasvegasnevada.gov

With a copy to: Bradford Jerbic
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: William Arent
Phone No.: (702) 229- 6856
Email: bjerbic@lasvegasnevada.gov

7.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof.

7.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

7.4. Effective Date. This Agreement shall be effective upon the Effective Date when fully executed by Assignor and Assignee.

7.5. Business Days. If any date herein set forth for the performance of any obligations of Assignor or Assignee or for the delivery of any instrument or notice as herein provided should be on a Friday Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Friday, Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

7.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

7.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

7.8. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Assignor and Assignee have contributed substantially and materially to the preparation of this Agreement.

7.9. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Assignee, Assignor and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

7.10. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.11. Exhibits. Exhibits A through C attached hereto are incorporated herein by reference.

7.12. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

8. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council of Las Vegas effective October 1, 1999, Assignee warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including partners or members, of Assignee, as well as all persons and entities holding more than one percent (1%) interest in Assignee or any principal, partner or member of Assignee. Assignee shall provide Assignor with written notification of any material change in the above disclosure within thirty (30) days of any such change. Assignee's obligations set forth in this section shall expire upon the Closing.

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

10. Assignor Representations. Assignor represents and warrants to Assignee that: (i) Assignor is a Nevada municipal corporation. (ii) This Agreement and the assumption of the PSA by Assignor has been duly authorized, executed and delivered by Assignor, is the legal, valid and binding obligation of Assignor, and does not violate any provision of any agreement or judicial order to which Assignor is a party or to which Assignor is subject. (iii) All documents which are to be executed by Assignor and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Assignor, (b) be legal, valid and binding obligations of Assignor, and (c) not violate any provision of any agreement or judicial order to which Assignor is a party or to which Assignor is subject.

[SIGNATURES ON NEXT PAGE]

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

ASSIGNEE:

J. DAPPER

By: 
J. Dapper

Date: Oct 17-2019

ASSIGNOR:

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 10/17/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT 10

EXHIBIT 10

AMENDMENT TO PURCHASE AGREEMENT

This Amendment to Purchase Agreement (this "Amendment") is made and entered into as of the 26th day of May, 2020, by and between King George, LLC, a Nevada limited liability company ("Seller"), and J Dapper, an individual ("Purchaser").

RECITALS

A. Seller and City of Las Vegas, Nevada, a political subdivision of the State of Nevada, predecessor-in-interest to Purchaser, are parties to that certain Purchase and Sale Agreement, dated as of November 6, 2019 (as amended, the "Agreement"), whereby Seller has agreed to sell and Purchaser has agreed to purchase certain real property and its improvements comprising four (4) parcels totaling approximately 2.63 acres consisting of Clark County Assessors Parcel Numbers: 162-02-110-018 and its estimated 3,750 sq. ft. building; 162-02-110-015 and its estimated 6,700 sq. ft. building; 162-02-110-016 and its estimated 12,000 sq. ft. building 'Theater Parcel'; and 162-02-110-017 and its 1.54 acre parking lot, located in the City of Las Vegas, Clark County, State of Nevada, as more fully described in the Agreement.

B. The parties desire to amend the Agreement, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and the mutual terms, conditions and covenants set forth herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Feasibility Period. The Feasibility Period shall expire on November 30, 2020. Section 4.1.1 of the Agreement is hereby deleted.

2. Closing Date. The Closing Date shall be December 28, 2020.

3. Deposit. The Deposit shall be increased to \$25,000 by Purchaser within three (3) business days of the full execution of this Amendment. A portion of the Deposit, in the amount of \$5,000, shall be refundable to Purchaser until expiration of the Feasibility Period, after which time it shall become nonrefundable to Purchaser except as otherwise provided in the Agreement but shall be applied in payment of the Purchase Price. A portion of the Deposit, in the amount of \$20,000, shall be non-refundable to Purchaser upon deposit (except as otherwise provided in the Agreement) but shall be applied in payment of the Purchase Price, and such portion of the Deposit shall be released by Escrow Agent to Seller without additional instruction, approval or authorization of any kind from Purchaser, Escrow Agent, Title Company or any other third party.

4. Full Force and Effect. Except as expressly amended hereby, the Agreement shall remain in full force and effect.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.

6. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be transmitted to each of the parties by facsimile, each of the parties may sign the facsimile and return its signature by facsimile, and each signature transmitted by facsimile shall be valid and binding.

8. Escrow Instructions. This Amendment shall constitute additional instructions to Escrow Agent.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the Effective Date first set forth above.

SELLER:

KING GEORGE, LLC, a Nevada limited liability company


DocuSigned by:
By: 

9D17484693CB44C...
Printed Name: Eli Mizrachi

Title: Managing Member

Date: 5/26/2020 | 4:10 PM PDT

PURCHASER:

DocuSigned by:


Name: J Dapper

Date: 5/26/2020 | 3:18 PM PDT

EXHIBIT 11

EXHIBIT 11

1 APN: 162-02-110-016

2 Recording requested by,
3 and when recorded, return to:

4 _____
5 _____
6 _____
7 _____

8
9 **COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION**
10 **COVENANTS AND TERMINATION OF EXISTING COVENANTS**

11 These covenants are made and entered into between the State of Nevada, Commission for
12 Cultural Centers and Historic Preservation, hereinafter referred to as "STATE" and Leigh S. J.
13 Hunt, LLC, a Nevada limited liability company, hereinafter referred to as "PROPERTY OWNER",
14 for the purpose of the property known as the Huntridge Theater, which is owned in fee simple by
15 the PROPERTY OWNER.

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

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

20 In consideration of mutual benefits accruing to the State and Property Owner, which are
21 identified in the Settlement Agreement and Mutual Release (the "Agreement") executed by the
22 parties on the same date hereof, these parties hereby agree to the following which shall become
23 effective upon completion of the rehabilitation of the Huntridge Theater as provided in the
24 Agreement and shall continue for a period of time ending on December 31, 2030, unless extended
25 as provided herein or in the Agreement.

- 26 1. The PROPERTY OWNER agrees to assume the cost of the continued maintenance
27 and repair of said property so as to preserve the architectural, historical, cultural or
28 archaeological integrity of the same, in order to protect and enhance those qualities

- 1 which make it historically significant as determined by the STATE.
- 2 2. The PROPERTY OWNER agrees that no visual or structural alterations to either the
- 3 interior or exterior of the property will be made without prior written permission of
- 4 the STATE.
- 5 3. The PROPERTY OWNER agrees that the STATE, its agents and designees, shall
- 6 have the right to inspect the property at all reasonable times, in order to ascertain
- 7 whether or not the conditions of these Covenants are being observed.
- 8 4. The PROPERTY OWNER agrees that when the property is not clearly visible from
- 9 a public right of-way or includes interior work assisted with State of Nevada,
- 10 Commission for Cultural Centers and Historic Preservation grant funds, the property
- 11 will be open to the public not less than twelve (12) days a year on an equitable spaced
- 12 basis and at other times by appointment. Nothing in these Covenants will prohibit
- 13 the PROPERTY OWNER from charging a reasonable, non-discriminatory
- 14 admission fee, comparable to fees charged at similar facilities in the area.
- 15 5. The PROPERTY OWNER further agrees that when the property is not open to the
- 16 public on a continuing basis, and when the improvements assisted with Commission
- 17 for Cultural Centers and Historic Preservation grant funds are not visible from the
- 18 public right-of-way, notification will be published for three consecutive working
- 19 days, no less than one week prior to the opening date in one newspaper of general
- 20 circulation in the community area in which the property is located. The
- 21 advertisement shall give the dates and times when the property will be open.
- 22 Documentation of such notice will be furnished annually to the STATE during the
- 23 term of these Covenants.

- 1 6. The PROPERTY OWNER agrees to comply with Title VI of the Civil Rights Act of
2 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and
3 with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws
4 prohibit discrimination on the basis of race, religion, national origin, or disability. In
5 implementing public access, reasonable accommodation to qualified disabled
6 persons shall be made in consultation with the STATE.
- 7 7. Upon a finding by the STATE that Dapper has failed to abide by any of these
8 covenant, and the failure of Dapper to cure such failure within sixty (60) days after
9 written notice STATE, the STATE shall have the option of either (which shall be its
10 sole and absolute discretion): (a) adding an additional year to the term of these
11 covenants; or (b) collecting from Dapper liquidated damages in the amount of
12 \$389,925, reduced by \$38,992.50 for every calendar year following Dapper's
13 acquisition of the Huntridge Theater that Dapper is in compliance with the
14 Agreement and these covenants.
- 15 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties thereto that
16 if any part, term, or provision of this agreement is held to be illegal by the courts, the
17 validity of the remaining portions or provisions shall not be affected, and the rights
18 and obligations of the parties shall be construed and enforced as if the contract did
19 not contain the particular part, term, or provision held to be invalid.
- 20 9. These restraints shall run with the property and are binding upon the PROPERTY
21 OWNER and any and all successors, heirs, assignees, or lessees.
- 22 10. The STATE, and its designees, shall have the right to file suit in law or equity, if the
23 PROPERTY OWNER violates any of the restraints of these Covenants. The purpose
24 of the suit shall be to enforce the remedies set forth herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

11. The PROPERTY OWNER 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 PROPERTY OWNER has furnished the STATE satisfactory proof of the aforementioned recordation.
12. In accordance with the Agreement, the City of Las Vegas has agreed to assume the obligations of the STATE under these covenants and the Agreement.
13. Upon recording of these Covenants in the Recorder’s Office of Clark County, Nevada, the following documents shall be terminated:
 - a) Covenants recorded on August 1, 1997, as Instr. No. 970801-00714;
 - b) Covenants recorded on October 6, 2016, as Inst. No. 20161006-0001884;
 - c) Consent Judgment recorded on February 1, 2017, as Inst. No. 20170201-0001934.

[Remainder of Page Intentionally Blank]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

These CCCHP Covenants are entered into this _____ day of _____, 2020.

PROPERTY OWNER

Leigh S. J. Hunt, LLC, a Nevada limited liability company

By: _____
J DAPPER, MANAGER

Witnessed by Notary Public

State _____

County of _____

On _____

_____, personally appeared before me, _____

a Notary Public in and for said County and State. They are known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that

_____executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

**STATE-COMMISSION FOR CULTURAL CENTERS AND HISTORIC
PRESERVATION**

Robert Allan Ostrovsky, Chair

Witnessed by Notary Public

State _____

County of _____

On _____

_____, personally appeared before me, _____

a Notary Public in and for said County and State. They are known to me to be the person described
in and who executed the foregoing instrument, who acknowledged to me that

_____executed the same freely and voluntarily and for the uses and purposes
therein mentioned.

Notary Public

REVIEWED AS TO FORM ONLY:

Aaron Ford, Attorney General

By: _____ Date: _____

Senior Deputy Attorney General