

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW

INSTRUCTIONS

BY and BETWEEN

**CITY OF LAS VEGAS, NEVADA,
as Seller**

AND

**DFA, LLC,
as Purchaser**

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 July, 2021, by and between the City of Las Vegas, Nevada, a Nevada political subdivision (hereinafter referred to as "Seller"), and DFA, LLC, a Nevada domestic limited liability company (hereinafter referred to as "Purchaser"). Purchaser and Seller are herein after collectively referred to as the "Parties" or individually as a "Party".

WHEREAS:

A. Seller is the owner of that approximate 2.61 acre real property commonly known as 333 North Rancho Drive, Las Vegas, Nevada 89106; Clark County, Nevada Assessor's Parcel Number 139-29-801-006.

B. Said real property is improved with an approximate 144,411 square foot office building.

C. Seller has issued a Request for Proposal Number 210161-SK for the purchase and sale of the said property (the "RFP").

D. Pursuant to the RFP, Seller and Purchaser have entered into negotiations for the purchase and sale of said property.

E. Seller desires to sell to purchaser, and Purchaser desires to purchase from Seller, said real property, office building and all improvements as set forth in this Agreement, upon the terms and conditions set forth herein.

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.

Definitions; Sale of Property

1.1. Definitions.

"AEP" has the meaning set forth in Section 1.2.5.

AEP Area has the meaning set forth in Section 1.2.5.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Affiliate" has the meaning set forth in Section 16.8.

“Assignment” has the meaning set forth in Section 6.2.1.

“Brokerage Commission” has the meaning set forth in Section 14.1

“Closing” has the meaning set forth in Section 4.1.

“Closing Date” has the meaning set forth in Section 4.1.

“Closing Payment” has the meaning set forth in Section 3.2.

“Deposit” has the meaning set forth in Section 3.1.

“Effective Date” has the meaning set forth in Section 16.4.

“Environmental Claim” has the meaning set forth in Section 5.6(c).

“Environmental Laws” has the meaning set forth in Section 5.6(a).

“ERISA” has the meaning set forth in Section 7.1.10.

“Escrow Agent” has the meaning set forth in Section 3.1.

“Feasibility Period” has the meaning set forth in Section 5.1.

“FFE” has the meaning set forth in Section 1.2.3.

“Hazardous Materials” has the meaning set forth in Section 5.6(a).

“Improvements” has the meaning set forth in Section 1.2.2.

“Land” has the meaning set forth in Section 1.2.1.

“Leases and Licenses” has the meaning set forth in Section 6.2.1.

“Material” has the meaning set forth in Section 12.4.

“New Title Matter” has the meaning set forth in Section 6.1.

“Notice Parties” has the meaning set forth in Section 16.15.3.

“Notifying Party” has the meaning set forth in Section 16.15.3.

“Permitted Exceptions” has the meaning set forth in Section 6.1.

“Physical Testing” has the meaning set forth in Section 5.1.

“Pre-Existing Conditions” has the meaning set forth in Section 5.2.

“Property” has the meaning set forth in Section 1.2.4.

“Purchase Price” has the meaning set forth in Section 2.1.

“Purchaser” has the meaning set forth in the preamble to this Agreement.

“Purchaser Default” has the meaning set forth in Section 13.1.

“Purchaser’s Broker” has the meaning set forth in Section 14.1.

“Revised Commitment” has the meaning set forth in Section 6.1.

“ROW” has the meaning set forth in Section 1.2.5.

“Seller” has the meaning set forth in the preamble to this Agreement.

“Seller Cure Period” has the meaning set forth in Section 6.1.

“Seller Default” has the meaning set forth in Section 13.3.

“Service Agreements” has the meaning set forth in Section 6.2.2.

“Survey” has the meaning set forth in Section 6.1.

“Surviving Obligations” has the meaning set forth in Section 16.12.

“Title Commitment” has the meaning set forth in Section 6.1.

“Title Company” has the meaning set forth in Section 6.1.

“Title Objections” has the meaning set forth in Section 6.1.

“Title Objection Notice” has the meaning set forth in Section 6.1.

“Title Objection Period” has the meaning set forth in Section 6.1.

“Title Policy” has the meaning set forth in Section 10.2.5.

1.2. 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:

1.2.1. Land. That certain real property comprising approximately 2.61 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, commonly described as 333 North Rancho Drive, Las Vegas, Nevada 89106 also known as Clark County Assessor's Number APN 139-29-801-006 and as legally described on **Exhibit A** attached hereto and as depicted on **Exhibit A-1** attached hereto (the "Land"). The Parties

agree that the area of Land will be reduced as provided in Section 1.2.5 for the dedication of the ROW and upon such adjustment the legal description of the Land for all purposes herein shall be as set forth in the Survey as set forth in Section 6.1. Attached hereto as **Exhibit G-3**, for illustrative purposes only, is a preliminary legal description of the Land after the dedication of the ROW.

1.2.2 Improvements. An approximate 144,411 square foot office building and structured parking facility (the "**Improvements**").

1.2.3 FFE. All of those items of furniture, fixtures, equipment and other items listed on Schedule 1.2.3 attached hereto (the "**FFE**"). The Parties agree that Schedule 1.2.3 will be completed during the Feasibility Period.

1.2.4 Property. All rights and privileges appurtenant to Seller's interest in the Land and Improvements if any, including, without limitation, all of Seller'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 Land or Improvements. The Land (as adjusted pursuant to Section 1.2.5), Improvements, FFE and all such easements and appurtenances are collectively referred to herein as the "**Property**"). At the Closing, Seller shall convey the Property by delivery of (i) Seller's Grant, Bargain and Sale deed in substantially the form of **Exhibit B** attached hereto and (ii) Seller's Bill of Sale in the form of **Exhibit E** attached hereto. 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.

1.2.5 Dedication and Authorization to Enter Property. Attached hereto as **Exhibit G-1** and **Exhibit G-2** are a legal description and rendering of a dedication of the Land that will be required in order to widen Rancho Drive as show thereon (the "ROW"). Purchaser agrees that at or prior to the Closing, (i) Seller shall dedicate the ROW and upon such dedication, the ROW shall no longer be part of the Land. and (ii) the legal description for the Land for all purposes herein, including, without limitation the legal to be attached to the Deed, shall be as set forth in the Survey. Purchaser agrees that there shall be no reduction of the Purchase Price as a result of such dedication of the ROW.

Purchaser further acknowledges that an area on the Property adjacent to the ROW will be required to construct the ROW as preliminarily shown on **Exhibit G-2** (the "**AEP Area**"). In connection therewith, the Parties will enter into an Authorization to Enter Property by Purchaser in the AEP Area for the construction of the ROW in the form of **Exhibit H** attached hereto (the "AEP"). Purchaser acknowledges (i) that construction of the ROW may not occur for an unknown period of years, (ii) that the construction area required is not finally determined and will be adjusted when finally determined, and (iii) that the AEP will remain in force and effect until such time as the ROW is completed. Seller agrees that Seller will comply with all applicable laws and regulations related to the AEP, including, without, limitation any compensation to Purchaser required thereunder.

1.2.6. Sellers. 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 D**, all principals, including partners or members, of each of the Seller Parties, as well as all persons and entities holding more than one percent (1%) interest in each of the Seller Parties or any principal, partner or member of each of Seller Parties. Seller shall provide Purchaser with written notification of any material change in the above disclosure within thirty (30) days of any such change.

ARTICLE II.

Purchase Price

2.1. Purchase Price. Seller agrees to convey to Purchaser, and Purchaser agrees to accept the conveyance of, the Acquired Property on the terms and conditions provided herein. The Purchase Price for the Property is Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00), payable in accordance with the provisions of Section 3.2 (the "Purchase Price").

ARTICLE III.

Deposit; Payment of Purchase Price

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 Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) (the "Deposit") with Kristin Ravelo at First American Title Insurance Company located at 8311 W. Sunset Road, Suite 100 , Las Vegas, Nevada 89113 with telephone number (702) 251-5106 (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 and as extended, if applicable), after which it shall become nonrefundable to Purchaser, subject to the terms hereof. By its execution hereof, the Escrow Agent shall confirm and acknowledge receipt of the Deposit.

3.2. Payment of Purchase Price. If the transaction contemplated hereby is consummated in accordance with the terms of this Agreement, the Deposit shall be applied to the Purchase Price at Closing. Purchaser shall deposit the balance of the Purchase Price, together with any additional amounts payable by Purchaser pursuant to Section 11.1.1., to Escrow Agent in immediately available funds on or prior to the Closing Date (the "Closing Payment").

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 and Prorations

4.1. Closing. Provided that this Agreement is not terminated as set forth herein, the closing of the purchase and sale of the Property (the "Closing") shall occur on or before ninety (90) days after the Effective Date (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 email or by facsimile.

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.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Notwithstanding anything to the contrary contained herein, the Parties acknowledge that the Seller is not subject to real estate taxes and no proration thereof will be required. 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 4.2.3 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, shall be equitably apportioned between the parties hereto. The provisions of this Section 4.2.1 shall survive the Closing.

4.2.2. Rents. All rents and license fees payable under the Leases and Licenses shall be prorated based on the number of days in the month of the Closing.

4.2.3. 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.

4.2.4. 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, commencing the day after the Closing Date. Except for rents and license fees as provided in Section 4.2.2, 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 4.2.3 all items of income and expense which accrue for the period thru the Closing will be for the account of Seller and all items of income and expense which accrue for the period after the Closing will be for the account of Purchaser.

4.2.4. Prepaid Items. Any prepaid items, including, without limitation, rents, 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.

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period

5.1. Right to Evaluate. Commencing on the Effective Date and continuing for a period of ten (10) calendar days (the "Feasibility Period"), Purchaser and its agents shall have the right during business hours (with reasonable advance notice to Seller and subject to the rights of tenants in possession), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, in its sole and absolute discretion; provided, however, that in no event shall (i) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, (ii) Purchaser or its

agents or representatives conduct any invasive physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "Physical Testing"), without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed or (iii) Purchaser or its agents or representatives conduct interviews with any tenants or other occupants 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. Seller agrees that Purchaser will have a single, one-time, right to extend the Feasibility Period for thirty (30) calendar days by providing written notice thereof to Seller no later than the then expiration of the Feasibility Period.

5.1.1. Physical Testing. In the event Purchaser desires to conduct any Physical Testing of the Property, then Purchaser shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval shall not be unreasonably withheld, conditioned, or delayed. If Seller does not approve the Physical Testing or approves only a portion thereof or fails to provide notice of grant or denial within five (5) business days following Purchaser's request, Purchaser may, at its option, by sending written notice to Seller, elect to conduct during the Feasibility Period (as extended, if applicable) that portion of the Physical Testing approved by Seller, if any, or if Seller disapproves the entire proposed Physical Testing, affirmatively agree to forego any Physical Testing of the Property (the foregoing options to Purchaser shall be in addition to Purchaser's termination right as provided in Section 5.4).

5.1.2. Seller Obligations. In no event shall Seller be obligated, as a condition of this transaction, to perform or pay for any environmental remediation or other repairs or improvements of the Property recommended by any such Physical Testing or Purchaser's investigations of the Property. After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition the Property was in prior to such tests and inspections, subject to reasonable wear and tear arising from such Physical Testing (which obligation shall survive any termination of this Agreement).

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 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; (b) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees, or any tenant; (c) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (d) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (e) 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 (f) 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 representatives, except to the extent required by law, including, without limitation, Chapter 239 of Nevada Revised Statutes – Public Records, 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 and directly 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 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. Seller advises Purchaser that various types of contamination may exist on or under the Land as a result of the historical use of the Land and/or land adjoining or in the vicinity of the Land and shall take, or cause Purchaser's agents to take, appropriate precautions in connection with any Physical Testing. This Section 5.2 shall survive the Closing or any earlier termination of this Agreement; 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 ninety (90) days of obtaining actual knowledge of such claim.

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, in its sole discretion, 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 (as extended, if applicable), and, subject to the Surviving Obligations (as defined in Section 16.12 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 (as extended, if applicable), 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 immediately released by Escrow Agent to Seller and shall become non-refundable to Purchaser.

5.5 Insurance. Purchaser agrees to obtain and furnish to the Seller prior to any entry onto the Property by Purchaser or its contractors or agents, a certificate showing that there is in effect a comprehensive General Liability Policy, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. This coverage should include broad form property damage coverage and broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Furthermore, an excess or umbrella policy must be obtained that will provide coverage of up to Three Million Dollars (\$3,000,000). The limits of liability insurance are to be written on a per event basis.

Seller, its officers, employees and agents shall be named as additional insured parties and such notation shall appear as named insureds on the certificate of insurance furnished by Purchaser's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The adequacy of the insurance supplied by Purchaser, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Seller. The Certificate shall indicate that the insurance company or the Purchaser cannot cancel the insurance without at least thirty (30) days prior written notice to Seller. Any language to the effect that the insurance company or surety company will "endeavor to inform" Seller of cancellation or material change in coverage must be stricken from the certificate of insurance.

(a) Purchaser shall obtain workers compensation insurance, covering its employees, and provide proof of the same to Seller, for all sub-contractors and their employees, and Purchaser shall require any sub-purchaser or other permittee to obtain workers compensation insurance for their employees per NRS 616A-616D.

(b) Purchaser agrees that the specified coverages or limits of insurance in no way limit the liability of the Purchaser under this Agreement. The insurance required herein shall provide coverage for the full period of the Purchaser's use the Property.

(c) Purchaser shall have the Seller endorsed on the primary liability policies and the excess/umbrella as an additional named insured.

5.6. Purchaser's Acknowledgment and Release of Seller.

(a) As Is. Purchaser acknowledges and agrees that it is purchasing the Property on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair, and 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 or any other applicable document delivered by or on behalf of Seller at Closing, 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; (viii) the presence or absence of radon gas within the Property and (ix) the operating condition of any furniture, fixtures and equipment of the Property or any other operating systems of 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. Except as otherwise provided in Seller's representations in this Agreement or any other applicable document delivered by or on behalf of Seller at Closing, Purchaser agrees that 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 or any other applicable document delivered by or on behalf of Seller at Closing.

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.

(c) 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.

ARTICLE VI.

Title and Survey Matters and Leases and Licenses

6.1. Title and Survey. Purchaser has received from First American Title Insurance Company (the "Title Company") a title commitment (the "Title Commitment"), including legible copies (to the extent available) of title exception documents, to Purchaser. Seller agrees that upon recordation of the ROW dedication, Seller will deliver to Purchaser a revised Title Commitment reflecting the ROW dedication (the "Revised Commitment"). Purchaser, at its sole cost and expense, shall provide an ALTA survey of the Property (the "Survey") no later than forty-five (45) days after the date of the issuance of the Revised Commitment. Purchaser shall instruct the surveyor to deliver a copy of the Survey to Seller simultaneously with its delivery to Purchaser. The final legal description of the Property will be determined by such Survey. The legal description, as adjusted by the ROW and as determined by the Survey, delivered to Escrow Agent will then be the legal description for the 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 Revised Commitment shall control. Purchaser shall have until ten (10) business days after the later of the date of receipt of both the Revised Commitment and the Survey (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 the later of (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, or (2) terminate this Agreement, failing which Purchaser shall conclusively be deemed to have elected option (2) above. If Purchaser elects or is deemed to have elected option (2) above, then subject to the Surviving Obligations (as defined in Section 16.12 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. 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 in writing 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 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. Agreements and Leases and Licenses.

6.2.1 Leases and Licenses. Attached hereto as Schedule 6.2.1 is a list of all leases and license agreements in effect on the Property (collectively, the "Leases and Licenses"). Purchaser agrees that the Leases and Licenses shall be a Permitted Encumbrance. At the Closing, Purchaser and Seller shall enter into that Assignment and Assumption of Leases and Licenses in the form of Exhibit F attached hereto (the "Assignment") whereby Seller assigns the Leases and Licenses to Purchaser and Purchaser assumes the Leases and Licenses.

6.2.2 Other Agreements. During the Feasibility Period (as extended, if applicable), Seller shall deliver to Purchaser true and correct copies of all other contracts related to the Property. Purchaser acknowledges that the service agreements for the Property are not assignable by Seller. The Parties agree that Seller shall terminate the service agreements as of the Closing Date and that Purchaser shall be responsible for securing its own service contracts for the operation of the Property by the Closing Date.

6.3. 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 political subdivision 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. 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.

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. Leases and Licenses. Seller hereby represents and warrants that it has delivered true and complete copies of the Leases and Licenses and that there have been no amendments or modifications to the Leases and Licenses.

7.1.5. No Other Agreements. Other than this Agreement 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 or other agreements or arrangements regarding the purchase and sale of the Property.

7.1.6. No Possessory Rights. Except for the Leases and Licenses, there are no outstanding leases, liens, tenancies, options, licenses, or tenancies for, or parties in possession of, any part of the Property, and there are no rights of possession to the Property, or any portion thereof, which have been granted to any third party or parties.

7.1.7. Litigation. 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 Property or any part thereof, or Seller in relation to the Property (including, without limitation, any proceedings in condemnation or eminent domain).

7.1.8. Violations. 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, including, but not limited to, any Environmental Laws.

7.1.9. 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.

7.1.10. 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.

7.1.11. Title to Property. Seller holds fee simple title to the Property, and at Closing, the Property will be conveyed to Purchaser free of all liens, assessments and encumbrances, except for the Permitted Exceptions.

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, conscious knowledge only, without any independent investigation having been made or any implied duty to investigate, and not any implied, imputed or constructive knowledge of the City Manager of Seller. Seller represents and warrants that the City Manager of Seller is the person within Seller's organization having (i) responsibility for the operation and management of the Property and (ii) the most comprehensive knowledge of the matters set forth in this Agreement.

7.3. Survival. The express representations and warranties made in this Agreement by Seller shall not merge into any instrument or 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 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.

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 a Nevada domestic limited liability company. 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 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.

8.1.5. 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 Agreement as part of the negotiations for the transactions contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and that Purchaser has conferred with such legal counsel concerning this Agreement and the transactions under this Agreement.

8.2. 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 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.

ARTICLE IX.

Seller's Interim Operating Covenants; Possession of the Property

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.

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. Conveyances. Seller shall not convey any interest in the Property to any third party, nor shall Seller cause any lien, claim, or encumbrances to be filed against the Property.

9.4. Leases and Licenses Seller agrees that it shall not terminate, amend or otherwise modify any of the Leases and Licenses without the prior written consent of Purchaser, which consent shall not be unreasonably withheld.

9.5. Possession of the Property. Possession of the Property shall be delivered to Purchaser by Seller on the Closing Date, subject to the Permitted Exceptions.

9.6 Utilities. Purchaser and Seller agree that (i) Seller will cancel all utilities to the Property as of the day after the Closing Date and (ii) Purchaser will take all steps necessary to have all utilities to the Property to be in its name and in operation as of the Closing Date. Seller and Purchaser agree to cooperate in the transfer of utilities to the Property to Purchaser in order not to cause any service interruption to the Property.

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. Purchaser Performance. Purchaser shall have performed and complied in all respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.1.3. 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.

10.1.4. 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.

10.1.5. Obligations. Purchaser shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Purchaser having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Purchaser as required herein.

10.1.6. AEP. Purchaser has executed and delivered the AEP.

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.

10.2.2 Seller Performance. Seller shall have performed and complied in all respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.3. 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.

10.2.4. 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.

10.2.5. 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 Obligations. Seller shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Seller having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Seller as required herein.

ARTICLE XI.

Closing

11.1. Closing and other Costs.

11.1.1. Purchaser's Escrow Deposits. Except as otherwise provided below, Purchaser shall deposit and deliver to Escrow Agent the following items:

(a) on or prior to the Closing Date, Purchaser shall deposit immediately available funds in an amount equal to the Closing Payment and closing costs, which shall include:

(i) all of the premium and costs for the extended portion of the ATLA Title Policy and for any special endorsements and inspections to be paid by Purchaser;

(ii) one-half (1/2) of all real property transfer taxes;

(iii) any prorations due from Purchaser pursuant to Section 4.2;

(iv) one-half (1/2) all escrow fees and costs; and

(v) the recording costs of the Deed;

(b) one (1) original counterpart of the State of Nevada Declaration of Value associated with the Deed, duly executed by Purchaser;

(c) one original counterpart of the Assignment executed and acknowledged by Purchaser;

(d) one (1) original of the Closing Statement, duly executed by Purchaser; and

(e) Purchaser's certificate signed by an officer, member or manager of Purchaser that all of Purchaser's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(f) the AEP executed by Purchaser; and

(g) documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

11.1.2. Purchaser's Closing Costs. Purchaser shall be charged with the following fees, charges and costs after Escrow Agent has (collectively, "Purchaser Closing Costs"):

(a) one-half of all real property transfer taxes;

(b) one-half of all escrow fees and costs;

(c) the cost of all of the premium for the extended portion of the ALTA Title Policy and for any special endorsements and property inspections;

(d) the cost of recording the Deed; and

(e) any prorations due from Purchaser pursuant to Section 4.2.

11.1.3. Seller's Escrow Deposits. Not later than two (2) business days prior to the Closing Date, Seller will deposit with Escrow Agent the following:

(a) the Deed, duly executed and acknowledged by Seller;

(b) the Bill of Sale, duly executed and acknowledged by Seller;

(c) one original counterpart of the Assignment executed and acknowledged by Seller;

(d) one original counterpart of the State of Nevada Declaration of Value associated with the Deed, duly executed by Seller;

(e) a non-foreign transferor certificate in the form of **Exhibit C** attached hereto;

(f) Seller's certificate signed by the City Manager of Seller that all of Seller's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(g) an owner's affidavit sufficient to remove any standard printed exceptions from the Title Policy;

(h) one (1) original of the closing statement, duly executed by Seller; and

(i) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

11.1.4. Seller's Closing Costs. Seller shall be charged with the following fees, charges and costs after Escrow Agent has notified Seller of the amount of such fees, charges and costs, which shall be deducted from Seller's proceeds at the Close of Escrow (collectively, "Seller Closing Costs"):

- (a) one-half of all real property transfer taxes;
- (b) one-half of all escrow fees and costs;
- (c) the cost of all of the premium for the standard portion of the ALTA Title Policy; and
- (d) any prorations due from Seller pursuant to Section 4.2.

The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other party or Escrow Agent in order to consummate the transactions provided hereunder.

11.1.5. Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to in the following order:

- (a) record the Deed together with the associated State of Nevada Declaration of Value;
- (b) record the Assignment;
- (c) Deliver to Seller by wire transfer or intrabank transfer funds in an amount equal to the Closing Payment, the Deposit, minus the Seller Closing Costs;
- (d) Deliver to Purchaser the Title Policy;
- (e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the Close of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, unless the information return is not required under the regulations promulgated under Section 6045(e);
- (f) Deliver the AEP to Seller; and
- (g) Deliver the Bill of Sale to Purchaser.

11.1.6. Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to Seller: (i) a copy of the Deed and Declaration of Value as recorded; (ii) the original AEP; and (iii) the original of Purchaser's certificate as to its representations and warranties; and (iv) an original of the Assignment.

(b) to Purchaser: (i) the original of the Deed, Declaration of Value; (ii) the Bill of Sale; (iii) the original recorded Assignment (iv) the original of the Non-Foreign Transferor Declaration; and (vi) the original of Seller's certificate as to its representations and warranties.

11.1.7. Funds. All funds received in Escrow shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check or wire transfer of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Purchaser under this Agreement shall be for the benefit of Purchaser and applied to the Purchase Price.

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) business days after receipt of Seller's notice, or the Closing Date, whichever is later. 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 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, 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 Fifty Thousand Dollars (\$50,000.00).

ARTICLE XIII.

Default

13.1 Purchaser Event of Default. The occurrence of any of the following prior to the Close of Escrow past the applicable notice and cure period, shall be a Purchaser event of default hereunder (each, a "Purchaser Default"):

(a) The failure by Purchaser to timely deliver (i) the Earnest Money Deposit, (ii) the Closing Payment, or (iii) the deposits as required by Section 11.1.1, unless such failure is as a result of the failure to be satisfied of one or more of Purchaser's conditions precedent to the Close of Escrow set forth in Section 10.2 above;

(b) The filing of a petition or the institution of proceedings of, by, or against Purchaser pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Purchaser's making a general assignment for the benefit of its creditors or the entering by Purchaser into any compromise or arrangement with its creditors generally; or Purchaser's becoming insolvent in the sense that Purchaser is unable to pay its debts as they mature or in the sense that Purchaser's debts exceed the fair market value of Purchaser's assets;

(c) Except for defaults pursuant to Section 13.1(a) above, the failure of Purchaser to perform any material act to be performed by it, to refrain from

performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Purchaser within the relevant cure period set forth below. Purchaser shall cure any monetary default within five (5) business days after receipt of written notice from Seller. Purchaser shall cure any nonmonetary default within fifteen (15) business days after receipt of written notice from Seller; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such fifteen (15) business day period, then Purchaser shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions, but in any event such cure shall be completed within thirty (30) business days of such written notice; or

(d) Any of Purchaser's representations and warranties set forth in Section 8.1 are untrue in any material way as of the Closing Date.

13.2 Seller's Remedy. If Purchaser does not terminate this Agreement on or before the expiration of the Feasibility Period (as extended, if applicable) and thereafter fails to Close Escrow due to a Purchaser Default, then Seller may by written notice to Purchaser terminate this Agreement. UPON SUCH TERMINATION PURCHASER SHALL HAVE NO FURTHER RIGHTS UNDER THIS AGREEMENT AND THEN SELLER MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS SELLER'S LIQUIDATED DAMAGES FOR THE FAILURE BY PURCHASER TO CLOSE THE ACQUISITION OF THE PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN SELLER AND PURCHASER THAT SELLER'S ACTUAL DAMAGES FOR THE FAILURE BY PURCHASER TO CLOSE THE ACQUISITION OF THE PROPERTY WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

13.3 Seller's 's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Seller event of default hereunder (each, a "Seller Default"):

(a) the failure of Seller to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Seller within the relevant cure period set forth below. Seller shall cure any monetary default within five (5) business days after receipt of written notice from Purchaser. Seller shall cure any nonmonetary default within fifteen (15) business days after receipt of written notice from Seller; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such fifteen (15) business day period, then Seller shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions, but in any event such cure shall be completed within thirty (30) business days of such written notice; or

(b) any of Seller's representations and warranties set forth in Section 8.2 shall be untrue in any material way as of the Closing Date.

13.4 Purchaser's Remedies. In the event of a Seller Default prior to the Close of Escrow, Purchaser's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such Seller Default; or

(b) to terminate this Agreement and recover all of Purchaser's actual out of pocket costs incurred as a result of such Seller Default up to an amount not to exceed \$50,000.00. Upon such termination, Escrow Agent shall immediately refund to Purchaser its full Earnest Money Deposit and Seller shall be responsible for the cost of any Escrow cancellation fee and all of Purchaser's actual out of pocket costs incurred as a result of such Seller Default up to an amount not to exceed \$50,000.00, after which Seller shall not have any liability whatsoever to Purchaser hereunder other than with respect to the Surviving Obligations, including without limitation, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with its undertakings under this Agreement; or

(c) to demand specific performance of Seller's obligations under this Agreement, in which event Purchaser may also recover all of its actual out of pocket costs incurred as a result of such Seller Default up to an amount not to exceed \$50,000.00, and without any further liability whatsoever on the part of Seller for damages resulting from Seller's event of default, including, without limitation, any liability for Purchaser's costs and expenses incurred in connection with its undertakings under this Agreement, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with the Property. Notwithstanding the foregoing, if specific performance is made unavailable as a remedy, Purchaser will be entitled to pursue all rights and remedies available at law or in equity, provided, however, Seller shall not be liable for any damages in excess of a collective total of \$50,000.00.

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.

Confidentiality

15.1. Confidentiality.

15.1.1. Nevada Public Records Act. Seller acknowledges that Purchaser is subject to the Nevada Public Records Act (Nevada Revised Statutes, Chapter 239) and that all documents submitted by Seller to Purchaser will be subject to the Nevada Public Records Act. Seller agrees that any disclosure of any documents, emails or other items or matter required to be disclosed under the Nevada public Records Act is permitted and authorized. Purchaser and Seller shall have the right to announce the purchase and sale of the Property in newspapers and real estate trade publications (including “tombstones”) provided that each party shall consult with the other party with respect to any such notice or publication, and shall reasonably consider any comments or objections of the other party. The provisions of this Section 15.1.1 shall survive Closing.

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 e-mail delivery with e-mail confirmation of receipt of the same from Escrow Agent, by hand delivery with receipt therefor, 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 Purchaser: DFA, LLC
c/o Don F. Ahern
8350 Eastgate Road
Henderson, Nevada 89105
Phone: (702) 368-6793
Fax: (702) 966-4870
Email: don@ahern.com

With a copy to: M. Sami Bakdash, Esq.
8350 Eastgate Road
Henderson, Nevada 89105
Phone: (702) 368-6793
Fax: (702) 966-4870
Email: samib@ahern.com

To Seller: City Of Las Vegas
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone:(702) 229-6551
Fax: (702) 385-3128
Email: rysmith@lasvegasnevada.gov
Attn: Ryan Smith, Acting Director

With a copy to: City Attorney Office
City Hall, Sixth Floor
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone:(702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov
Attn: John Ridilla

To Escrow Agent: Kristin Ravelo
Commercial Escrow Officer
First American Title Insurance Company
8311 W. Sunset Road Suite 100
Las Vegas, NV 89113
Phone No.: (702)251-5106
Email: KRavelo@FirstAm.com

16.2. Governing Law and Jurisdiction. This Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of Nevada without regard to its principles of conflicts of laws. Each Party hereto consents to, and waives any objection to, the state and federal courts, as applicable, located in Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach 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. The “Effective Date” of this Agreement shall be the date of the last Party to have executed this Agreement as indicated on the signature pages.

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 multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed 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. Assignment. Purchaser shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion; provided that Purchaser shall in no event be released from any of its obligations or liabilities hereunder as a result of any such assignment; provided, however, that if Closing occurs, the assignor (but not the assignee) will thereupon be relieved of all the assignor's obligations arising under this Agreement before, on and after Closing.

Notwithstanding anything to the contrary stated above, Seller hereby authorizes Purchaser to assign this Agreement without Seller's consent to any Affiliate (as defined below) of 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 prior to Closing and reaffirms all of the representations and warranties of Purchaser herein and (iii) Purchaser shall remain liable for, and shall not be released from the performance of Purchaser's obligations under this Agreement after such assignment; provided, however, that if Closing occurs, Purchaser (but not the Affiliate) will thereupon be relieved of all of Purchaser's obligations arising under this Agreement before, on and after Closing. 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. For purposes of this Section 16.8, "Affiliate" shall mean an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under the common control with, Purchaser.

16.9. 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.

16.10. 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.

16.11. 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.

16.12. Survival. Except for the obligations of each Party which are expressly designated as surviving the Closing or termination of this Agreement (collectively, the "Surviving Obligations"), the provisions of this Agreement herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

16.13. Exhibits and Schedules. Exhibit A through Exhibit H and Schedule 1.2.3 and Schedule 6.2.1 attached hereto are incorporated herein by reference.

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

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. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES

THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.19.

REMAINDER OF PAGE LEFT BLANK

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

PURCHASER:

Date of Execution: _____, **2021**

DFA, LLC, a Nevada domestic limited liability company

By: _____

Don F. Ahern

Title: Manager

SELLER:

Date of Execution: _____, 2021

CITY OF LAS VEGAS,
a Nevada political subdivision

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Homes, MMC, City Clerk

APPROVED AS TO FORM:

M. Nicholas 7-6-21
Counsel to Seller Date

DFA, LLC - AGREEMENT OF PURCHASE
AND SALE AND JOINT ESCROW
INSTRUCTIONS

City Council meeting date: 7/21/2021
Item No. ____

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:

First American Title Insurance Company

By: _____

Name: _____

Title: _____

Date: _____, 2021

LIST OF EXHIBITS AND SCHEDULES

| | |
|-----------------------|--|
| <u>Schedule 1.2.3</u> | Schedule of FFE |
| <u>Schedule 6.2.1</u> | Schedule of Leases and Licenses |
| <u>Exhibit A</u> | Legal Description |
| <u>Exhibit A-1</u> | Site Plan |
| <u>Exhibit B</u> | Form of Deed |
| <u>Exhibit C</u> | Form of Non-Foreign Entity Certificate |
| <u>Exhibit D</u> | Disclosure of Principals |
| <u>Exhibit E</u> | Form of Bill of Sale |
| <u>Exhibit F</u> | Assignment and Assumption of Leases and Licenses |
| <u>Exhibit G-1</u> | ROW Legal Description |
| <u>Exhibit G-2</u> | ROW Site Plan of ROW and AEP Area |
| <u>Exhibit G-3</u> | Legal Description of the Land as Adjusted for the ROW – intended to be preliminary only – to be adjusted based on the survey |
| <u>Exhibit H</u> | AEP |

SCHEDULE 1.2.3

Schedule of FFE

TO BE DETERMINED

SCHEDULE 6.2.1

Schedule of Leases and Licenses

See Attached

SCHEDULE 6.2.1.

Leases and Licenses

James Ream:

- September 3, 2002: Standard Office Lease entered between Atrium SCE, LLC and James Ream.
- November 8, 2003: Date Change Amendment entered between Atrium SCE, LLC and James Ream.
- February 1, 2005: Second Amendment to the Atrium Office Lease entered between McHenry Commons Partners, LLC and James Ream.
- February 12, 2008: Notice from James Ream to City of Las Vegas to renew lease at the Atrium Building.
- November 18, 2009: Third Amendment to Lease entered between City of Las Vegas and James Ream.
- December 15, 2010: Fourth Amendment to Lease entered between City of Las Vegas and James Ream.
- December 7, 2016: Fifth Amendment to Lease entered between City of Las Vegas and James Ream.
- July 3, 2019: Sixth Amendment to Lease Agreement entered between City of Las Vegas and James Ream.
- October 1, 2020: Seventh Amendment to Lease Agreement entered between City of Las Vegas and James Ream.

AT&T:

- July 1, 2001: License Agreement entered between Atrium SCE, LLC and AT&T Wireless Services of Nevada, Inc.
- December 14, 2004: Amendment I entered between AT&T Wireless Services of Nevada, Inc. and McHenry Commons Partners, LLC.
- December 7, 2005: Amendment II entered between New Cingular Wireless Services of Nevada, LLC and McHenry Commons Partners, LLC.
- July 6, 2011: Amendment III entered between New Cingular Wireless PCS, LLC, and City of Las Vegas.

- January 18, 2011: Fourth Amendment to License Agreement between City of Las Vegas and New Cingular Wireless PC.
- September 22, 2014: Fifth Amendment to License Agreement entered between City of Las Vegas and New Cingular Wireless PCS, LLC.

Electronic Tracking System LLC:

- June 6, 2012: License Agreement entered between City of Las Vegas and Electronic Tracking System LLC.

MetroPCS Nevada, LLC:

- May 21, 2008: License Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.
- May 22, 2008: Memorandum to Lease Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.

Southern Nevada Health:

- September 3, 2014: Interlocal Contract for the Lease of Property at City of Las Vegas Development Services Center between the City of Las Vegas and Southern Nevada Health District.
- January 5, 2015: Amendment A01 to Interlocal Contract entered between City of Las Vegas and Southern Nevada Health District.

EXHIBIT A

| | |
|--|---|
|  <p>First American Exhibit A</p> | <p>ISSUED BY First American Title Insurance Company</p> <p>File No: NCS-1045732-HHLV</p> |
|--|---|

Issuing Office File Number: 333 North Rancho Drive

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29, THENCE SOUTH 89°17'25" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29, A DISTANCE OF 753.07 FEET; THENCE SOUTH 00°02'40" EAST, ALONG THE EAST BOUNDARY OF RANCHO SQUARE FILED FOR RECORD AS BOOK 5 OF PLATS, PAGE 60 IN THE OFFICE OF THE CLARK COUNTY RECORDER, 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'20" EAST, 208.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF RANCHO ROAD (150.0 FEET WIDE); THENCE SOUTH 37°06'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY 95.63 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3895.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 03°24'29"; THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, 231.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 16°12'21" WEST, ALONG THE STATE OF NEVADA HIGHWAY RIGHT-OF-WAY LINE, 62.28 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°38'01" WEST, 391.57 FEET TO A POINT ON SAID EAST BOUNDARY OF RANCHO SQUARE; THENCE NORTH 00°02'40" WEST, ALONG SAID EAST BOUNDARY, 408.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONDEMNED TO THE STATE OF NEVADA, ON ITS RELATION OF ITS DEPARTMENT OF TRANSPORTATION BY JUDGMENT AND FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 5, 2006 IN BOOK 20061005 AS INSTRUMENT NO. 0003193, OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 17, 2007 IN BOOK 20071217 AS INSTRUMENT NO. 02694 OF OFFICIAL RECORDS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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| | | |
|------------------------|---------------|--|
| Form 5030000 (1-31-17) | Page 14 of 14 | ALTA Commitment for Title Insurance (8-1-16) Nevada |
|------------------------|---------------|--|

EXHIBIT A-1

SITE PLAN



333 N RANCHO DR, LAS VEGAS, NV

Economic and Urban Development Department
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.

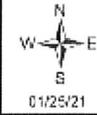


EXHIBIT B

FORM OF DEED

Attached.

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

[INSERT COMPANY NAME HERE]

[Address]

| |
|--|
| |
| |
| |

MAIL TAX STATEMENTS TO:

[INSERT COMPANY NAME HERE]

[Address]

| |
|--|
| |
| |
| |

APNs: _____

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

THE CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada "GRANTOR," does hereby Grant, Bargain, Sell and Convey to DFA, LLC, a Nevada domestic limited liability company, 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.

{Signature Page Follows}

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

Dated as of _____, 202_.

“GRANTOR”

City of Las Vegas,
a political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Homes, MMC, City Clerk

APPROVED AS TO FORM:

Deputy City Attorney Date

Notary Acknowledgement to be attached.

EXHIBIT A TO DEED

Legal Description of Land

To be inserted when preparing final documentation.

EXHIBIT C

FORM OF NON-FOREIGN ENTITY CERTIFICATE

Attached.

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 City of Las Vegas, a Nevada political subdivision, ("**Transferor**"), the undersigned hereby certifies on behalf of 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.

CITY OF LAS VEGAS, a Nevada political subdivision

By: _____

Name: _____

Title: _____

Date: _____, 202_

EXHIBIT D

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 DFA, LLC |
| Address 8350 Eastgate Road Henderson, NV 89015 |
| Telephone (702) 368-6793 |
| EIN or DUNS 88-0381713 |

| Block 2 Description |
|----------------------------|
| Real Estate |

| Block 3 | Type of Business | | | | |
|-------------------------------------|--------------------------------------|---|--------------------------------------|--------------------------------|---------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input checked="" 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. | Don F. Ahern | 8350 Eastgate Road | (702) 368-6793 |
| 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: 0.

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 [Signature]

Date 6/17/2021

Subscribed and sworn to before me this 15th day of

June, 2021
[Signature]
 Notary Public

EXHIBIT E

BILL OF SALE

Attached.

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Las Vegas, a Nevada political subdivision ("**Seller**") does hereby sell, transfer, assign, convey and deliver to DFA, LLC, a Nevada domestic limited liability company ("**Buyer**") all of Seller's right, title and interest, if any, in and to those items of property designated on Exhibit A attached hereto and hereby incorporated (collectively, the "**Tangible Personal Property**").

ALL WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE TANGIBLE PERSONAL PROPERTY SOLD HEREUNDER IS SOLD IN AN "AS IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER BY SELLER.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of _____.

SELLER:

City of Las Vegas, a political subdivision of the State of Nevada

By: _____

Name: _____

Its: _____

Approved to form

AGREED AND ACKNOWLEDGED BY:

BUYER:

EXHIBIT A TO BILL OF SALE

To Come

EXHIBIT F

ASSIGNMENT OF LEASES AND LICENSES

Attached.

ASSIGNMENT AND ASSUMPTION OF LEASES AND LICENSES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND LICENSES (this "Assignment") dated as the dates of execution set forth below, but effective as of the Closing Date (as herein defined), is between DFA, LLC, a Nevada domestic limited liability company ("Assignee"), and CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada ("Assignor").

A. Assignor is the lessor and licensor under certain leases and licenses executed with respect to that certain real property and improvements thereon known as Atrium Business Tower, 333 North Rancho Drive, Las Vegas, Nevada, and more particularly described in Exhibit "A" attached hereto (the "Property"), which leases and licenses are described in Exhibit "B" attached hereto (collectively, the "Leases and Licenses").

B. Assignor and Assignee have entered into an Agreement of Purchase and Sale and Joint Escrow Instructions with an effective date of _____ (the "Agreement"), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

C. Assignor desires to assign its interest as landlord and licensor under the Leases and Licenses to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

Assignee and Assignor hereby agree as follows:

1. Effective as of the date after the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Closing Date"), Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Leases and Licenses except rents and other sums due Assignor first accruing on or prior to the Closing Date, and, effective as of the day following the Closing Date, Assignee hereby accepts such assignment.

2. Assignor hereby assumes full responsibility for all obligations and defaults of landlord and licensor under the Leases and Licenses accruing to and including the Closing Date. Assignor also agrees to defend, indemnify and hold Assignee harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignor's failure to perform said obligations, provided that Assignee makes a claim hereunder on or before twelve (12) months following the Closing Date provided, however, that any action, suit or proceeding with respect to such claim 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.

3. Assignee hereby assumes full responsibility for all obligations of landlord under the Leases and Licenses accruing from and after the day following the Closing Date and Assignee hereby agrees to defend, indemnify and hold Assignor harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignee's failure to perform said obligations of the landlord under the Leases and Licenses first arising the day following the Closing Date.

4. This Agreement and the rights of the parties hereunder shall be construed and governed by the laws of the State of Nevada without regard to its principles of conflicts of laws. Each party hereto consents to, and waives any objection to, the state and federal courts, as applicable, located in Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof.

5. This Assignment may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same Assignment. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.

Remainder of Page Blank

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases and Licenses.

ASSIGNOR:

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

By: _____

Name: _____

Title: _____

ASSIGNEE:

DFA, LLC, a Nevada domestic limited liability company

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description

[To Come]

Exhibit B

Schedule of Leases and Licenses

James Ream:

- September 3, 2002: Standard Office Lease entered between Atrium SCE, LLC and James Ream.
- November 8, 2003: Date Change Amendment entered between Atrium SCE, LLC and James Ream.
- February 1, 2005: Second Amendment to the Atrium Office Lease entered between McHenry Commons Partners, LLC and James Ream.
- February 12, 2008: Notice from James Ream to City of Las Vegas to renew lease at the Atrium Building.
- November 18, 2009: Third Amendment to Lease entered between City of Las Vegas and James Ream.
- December 15, 2010: Fourth Amendment to Lease entered between City of Las Vegas and James Ream.
- December 7, 2016: Fifth Amendment to Lease entered between City of Las Vegas and James Ream.
- July 3, 2019: Sixth Amendment to Lease Agreement entered between City of Las Vegas and James Ream.
- October 1, 2020: Seventh Amendment to Lease Agreement entered between City of Las Vegas and James Ream.

AT&T:

- July 1, 2001: License Agreement entered between Atrium SCE, LLC and AT&T Wireless Services of Nevada, Inc.
- December 14, 2004: Amendment I entered between AT&T Wireless Services of Nevada, Inc. and McHenry Commons Partners, LLC.
- December 7, 2005: Amendment II entered between New Cingular Wireless Services of Nevada, LLC and McHenry Commons Partners, LLC.
- July 6, 2011: Amendment III entered between New Cingular Wireless PCS, LLC, and City of Las Vegas.

- January 18, 2011: Fourth Amendment to License Agreement between City of Las Vegas and New Cingular Wireless PC.
- September 22, 2014: Fifth Amendment to License Agreement entered between City of Las Vegas and New Cingular Wireless PCS, LLC.

Electronic Tracking System LLC:

- June 6, 2012: License Agreement entered between City of Las Vegas and Electronic Tracking System LLC.

MetroPCS Nevada, LLC:

- May 21, 2008: License Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.
- May 22, 2008: Memorandum to Lease Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.

Southern Nevada Health District:

- September 3, 2014: Interlocal Contract for the Lease of Property at City of Las Vegas Development Services Center between the City of Las Vegas and Southern Nevada Health District.
- January 5, 2015: Amendment A01 to Interlocal Contract entered between City of Las Vegas and Southern Nevada Health District.

EXHIBIT G-1

ROW LEGAL DESCRIPTION

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 139-29-801-006

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A RIGHT-OF-WAY DEDICATION
IN SUPPORT OF THE RANCHO DRIVE PROJECT.

DESCRIPTION

AREA 1

LYING WITHIN THAT CERTAIN PARCEL, DESCRIBED BY "SPECIAL WARRANTY DEED"
RECORDED DECEMBER 17, 2007 IN BOOK 20071217 OF OFFICIAL RECORDS, AS
INSTRUMENT NUMBER 02684 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK
COUNTY, NEVADA, LYING WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST
QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MOUNT
DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL:

THENCE WITH THE NORTHEASTERLY LINE OF SAID PARCEL, SOUTH 36°19'54" EAST,
77.39 FEET TO THE NORTHEASTERLY CORNER OF A CERTAIN RIGHT-OF-WAY,
DESCRIBED BY "JUDGMENT AND FINAL ORDER OF CONDEMNATION" RECORDED
OCTOBER 05, 2006 IN BOOK 20061005 OF OFFICIAL RECORDS, AS INSTRUMENT
NUMBER 03193 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY,
NEVADA;

THENCE WITH THE NORTHWESTERLY LINE OF SAID RIGHT-OF-WAY, SOUTH 53°13'46"
WEST, 2.74 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 35°53'38" WEST, 79.00 FEET TO A
POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED PARCEL;

THENCE WITH SAID NORTHERLY LINE OF SAID PARCEL, SOUTH 89°40'20" EAST, 2.67
FEET TO THE POINT OF BEGINNING.

CONTAINING 101 SQUARE FEET.

AREA 2

LYING WITHIN THAT CERTAIN PARCEL, DESCRIBED BY "SPECIAL WARRANTY DEED" RECORDED DECEMBER 17, 2007 IN BOOK 20071217 OF OFFICIAL RECORDS, AS INSTRUMENT NUMBER 02894 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL;

THENCE WITH THE SOUTHEASTERLY LINE OF SAID PARCEL, SOUTH 18°23'08" WEST, 1.75 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY LINE OF SAID PARCEL FROM A POINT TO WHICH A RADIAL LINE BEARS NORTH 55°47'36" EAST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 3450.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°41'14", AN ARC LENGTH OF 101.60 FEET;

THENCE NORTH 35°53'38" WEST, 117.92 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A CERTAIN RIGHT-OF-WAY, DESCRIBED BY "JUDGMENT AND FINAL ORDER OF CONDEMNATION" RECORDED OCTOBER 05, 2006 IN BOOK 20061005 OF OFFICIAL RECORDS, AS INSTRUMENT NUMBER 03193 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE WITH SAID SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY, NORTH 53°25'33" EAST, 3.73 FEET TO THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY, ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF THE AFOREMENTIONED PARCEL;

THENCE WITH SAID NORTHEASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 36°19'54" EAST, 11.95 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF RANCHO DRIVE;
- 2) THENCE WITH SAID RIGHT-OF-WAY LINE, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 3900.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 03°02'09", AN ARC LENGTH OF 208.64 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 58°42'14" EAST, TO THE POINT OF BEGINNING.

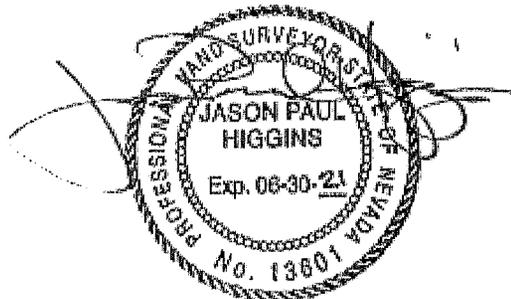
CONTAINING 670 SQUARE FEET.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

BASIS OF BEARINGS

SOUTH 36°43'03" EAST, BEING THE BEARING OF THE CONTROL LINE OF RANCHO DRIVE, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. AS SHOWN BY MAP THEREOF IN FILE 212, PAGE 92 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

JASON PAUL HIGGINS, PLS
NEVADA CERTIFICATE NO. 13601



29 JUNE 2021

APN: 139-29-801-006
OWNER: CITY OF LAS VEGAS

OR:880815:00826
APN:139-29-801-001

S38°43'03"E 704.97'
BASIS OF BEARINGS
PER FILE 212, PAGE 92 OF SURVEYS

AREA 1
SEE PAGE 2

PUBLIC RIGHT-OF-WAY
BY CONDEMNATION PER
OR:20061005:03193

OR:20071217:02694
APN:139-29-801-006

AREA 2
SEE PAGE 3

NORTH RANCHO DRIVE

PUBLIC RIGHT-OF-WAY
BY CONDEMNATION PER
OR:849:681918



1" = 50'

P:\WSP\18216 RANCHO DRIVE MAPPING\DWG\EXHIBITS\18216 ROW 1_SHT 01.DWG

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING

5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EXHIBIT "B"

LYING WITHIN THE S 1/2 OF THE SE 1/4 OF
SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

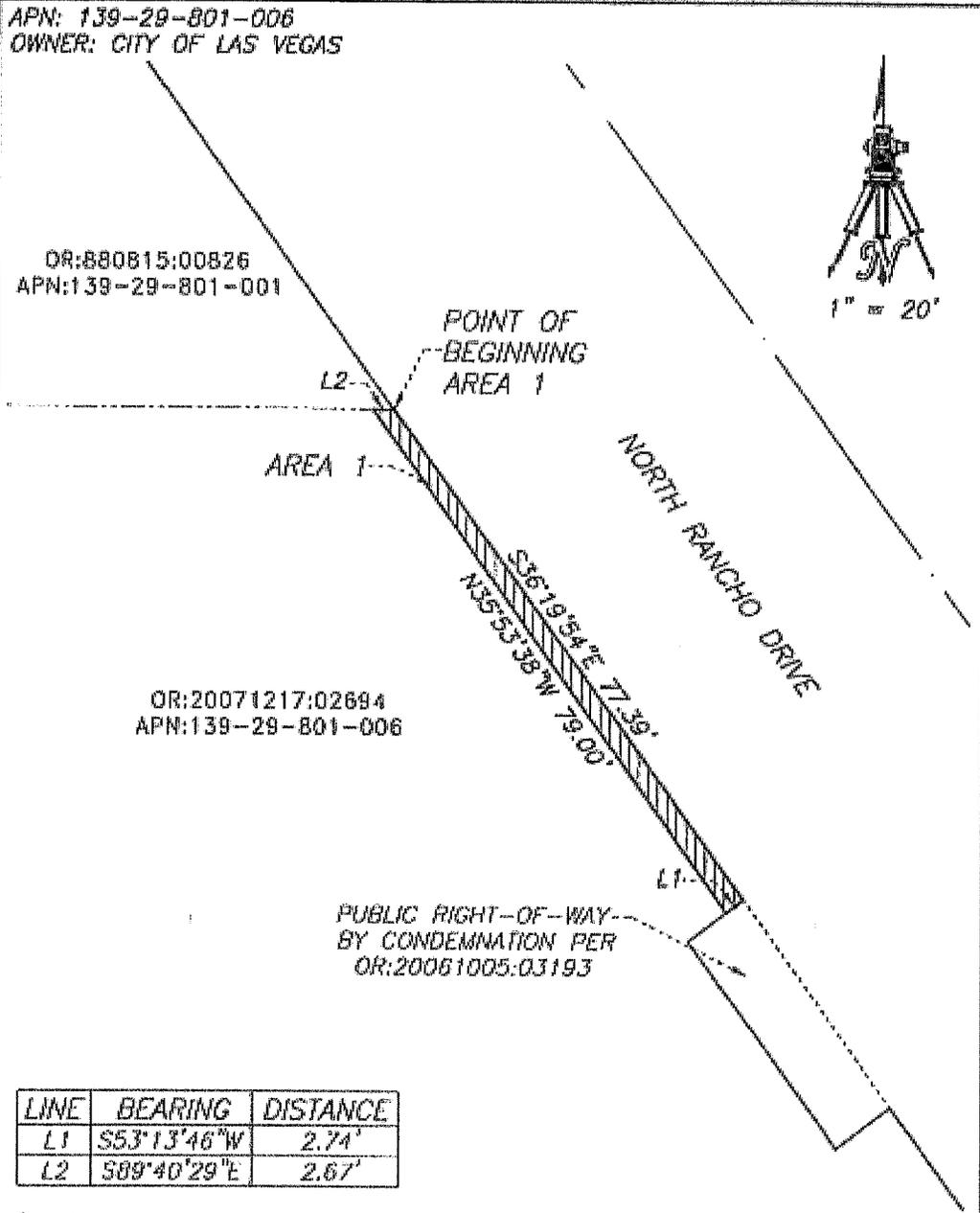
PAGE 1 OF 4

APN: 139-29-801-006
 OWNER: CITY OF LAS VEGAS

OR:880815:00826
 APN:139-29-801-001



1" = 20'



OR:20071217:02694
 APN:139-29-801-006

PUBLIC RIGHT-OF-WAY
 BY CONDEMNATION PER
 OR:20061005:03193

| LINE | BEARING | DISTANCE |
|------|--------------|----------|
| L1 | S53°13'46\"W | 2.74' |
| L2 | S89°40'29\"E | 2.67' |

P:\WSP\18216 RANCHO DRIVE MAPPING\DWG\EXHIBITS\18216 ROW 1_SHT02.DWG

| | |
|--|--|
| WALLACE MORRIS KLINE SURVEYING, LLC. LAND SURVEY CONSULTING 5740 S. ARVILLE ST. #206 LAS VEGAS, NEVADA 89118 | EXHIBIT "B" |
| | LYING WITHIN THE S 1/2 OF THE SE 1/4 OF SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. |
| PAGE 2 OF 4 | |

APN: 139-29-801-006
 OWNER: CITY OF LAS VEGAS

MATCH LINE
 SEE PAGE 4

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S18°23'08"W | 1.75' |

| RADIAL | BEARING |
|--------|-------------|
| R1 | N55°47'36"E |
| R2 | N56°42'14"E |

AREA 2

NORTH RANCHO DRIVE

OR:20071217:02694
 APN:139-29-801-006



1" = 20'

PUBLIC RIGHT-OF-WAY
 BY CONDEMNATION PER
 OR:849:681918

POINT OF
 BEGINNING
 AREA 2

P:\WSP\18216 RANCHO DRIVE MAPPING\DWG\EXHIBITS\18216 ROW 1_SHT03-04.DWG

WALLACE MORRIS KLINE
 SURVEYING, L.L.C.
 LAND SURVEY CONSULTING
 5740 S. ARVILLE ST. #206
 LAS VEGAS, NEVADA 89118

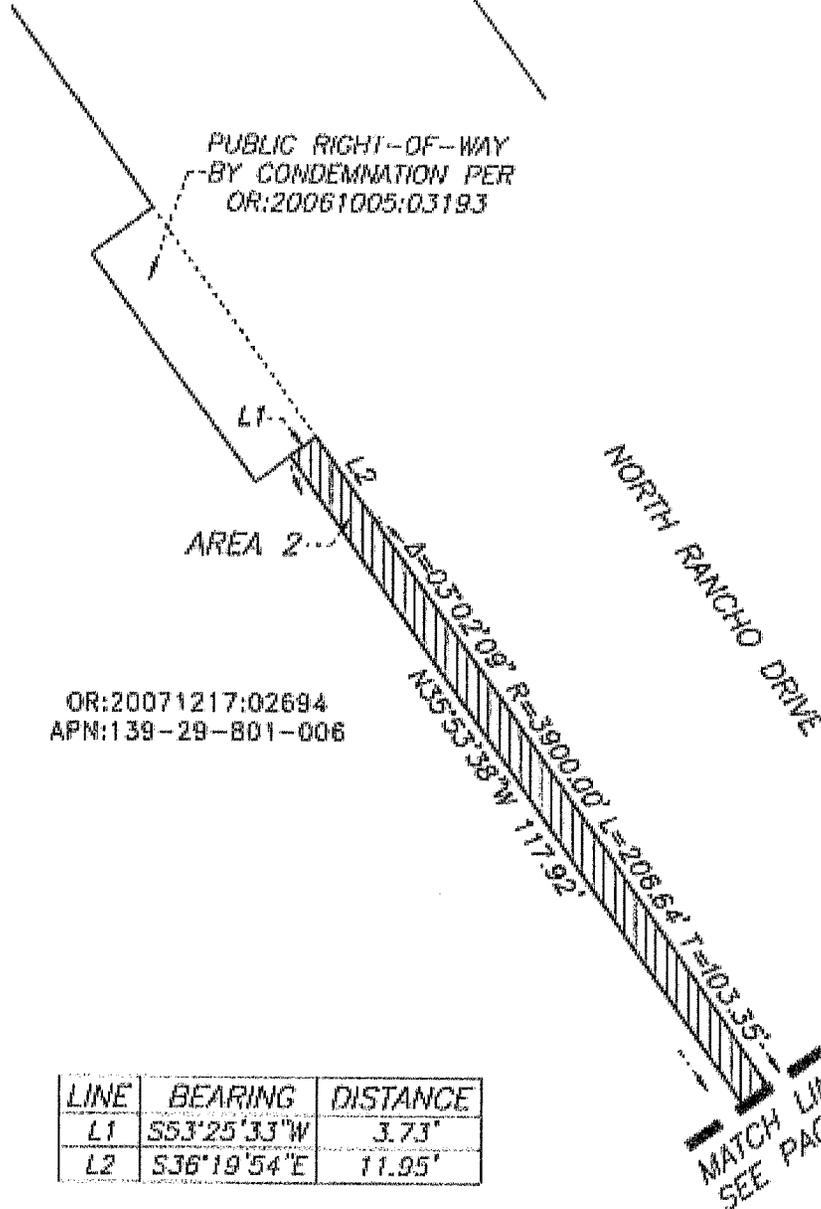
EXHIBIT "B"
 LYING WITHIN THE S 1/2 OF THE SE 1/4 OF
 SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M.,
 CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

PAGE 3 OF 4

APN: 139-29-801-006
 OWNER: CITY OF LAS VEGAS



1" = 20'



OR:20071217:02694
 APN:139-29-801-006

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S53°25'33"W | 3.73' |
| L2 | S36°19'54"E | 11.95' |

P:\WSP\18216 RANCHO DRIVE MAPPING\DWG\EXHIBITS\18216 ROW 1_SHT03-04.DWG

WALLACE MORRIS KLINE
 SURVEYING, LLC.
 LAND SURVEY CONSULTING

5740 S. ARVILLE ST. #206
 LAS VEGAS, NEVADA 89118

EXHIBIT "B"

LYING WITHIN THE S 1/2 OF THE SE 1/4 OF
 SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M.,
 CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

PAGE 4 OF 4

EXHIBIT G-2

ROW AND AEP DEPICTION

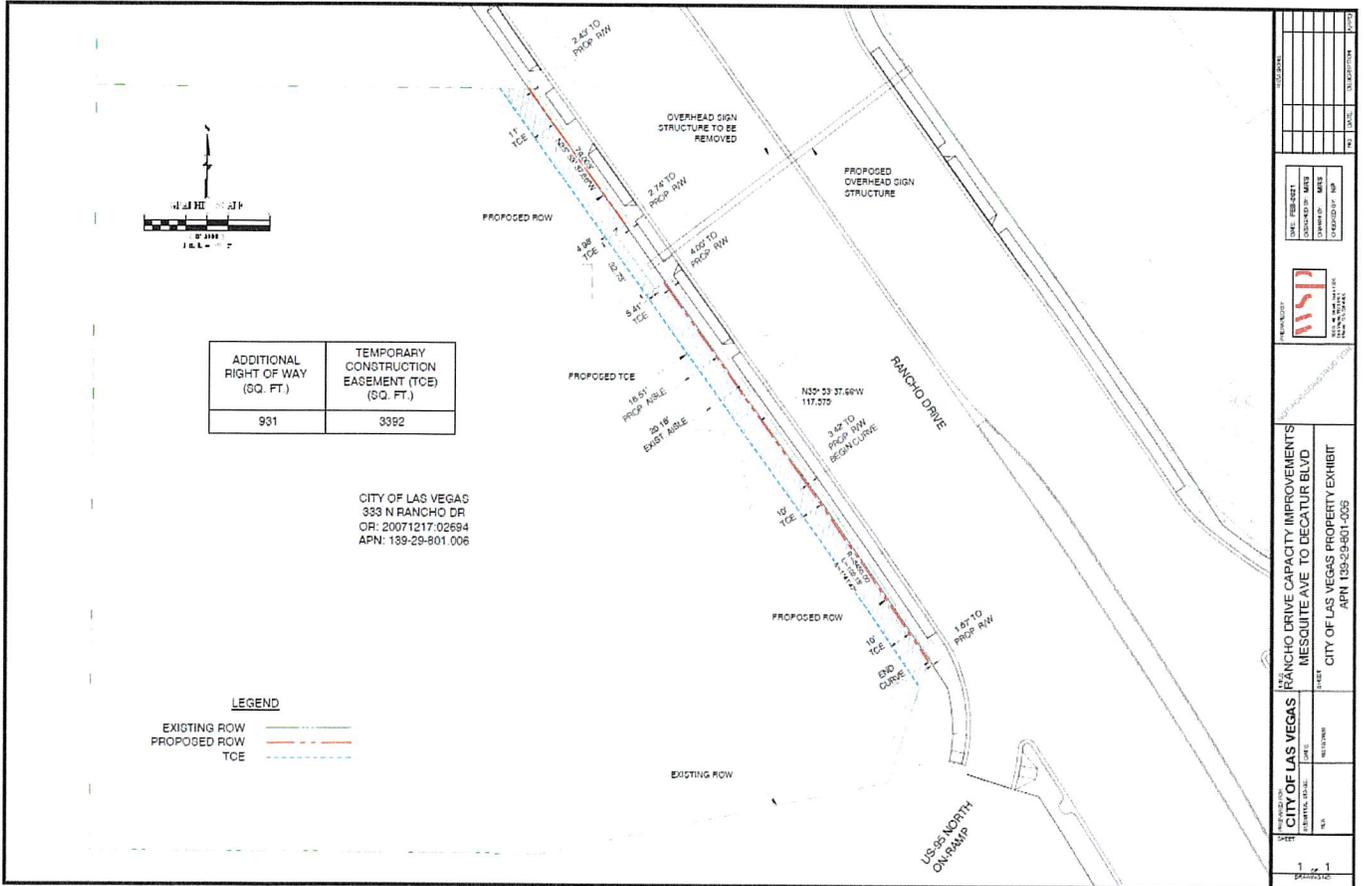
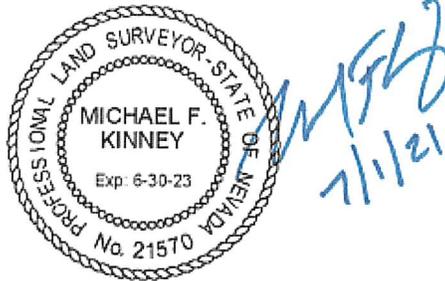


EXHIBIT G-3

LEGAL DESCRIPTION OF LAND ADJUSTED FOR THE RIGHT OF WAY
INTENDED TO BE PRELIMINARY ONLY SUBJECT TO REVISION BASED ON
SURVEY

APN 139-29-801-006

JUNE 30, 2021
BY: RH
P.R. BY: OMS
PAGE 1 OF 3



EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED
SOUTHWESTERLY OF RANCHO DRIVE AND NORTHERLY OF U.S. 95.

LAND DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST
QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST,
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 1 OF THAT SUBDIVISION
KNOWN AS "RANCHO SQUARE" ON FILE IN THE OFFICE OF THE COUNTY
RECORDER IN BOOK 5 OF PLATS, AT PAGE 60 IN OFFICIAL RECORDS, CLARK
COUNTY, NEVADA; THENCE SOUTH 00°19'31" WEST, ALONG THE EAST LINE OF
SAID BLOCK 1, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**, SAME
BEING THE SOUTHWEST CORNER OF THAT PARCEL CONVEYED BY GRANT,
BARGAIN, SALE DEED RECORDED AUGUST 15, 1988 IN THE OFFICE OF THE
COUNTY RECORDER IN BOOK 880815 OF OFFICIAL RECORDS, AS INSTRUMENT
NO. 00826; THENCE SOUTH 89°40'29" EAST, DEPARTING SAID EAST LINE AND
ALONG THE SOUTH LINE OF SAID GRANT, BARGAIN, SALE DEED, 206.72 FEET TO
A POINT ON THE SOUTHWESTERLY LINE OF A PENDING RIGHT-OF-WAY
DEDICATION OF RANCHO DRIVE; THENCE SOUTH 35°53'38" EAST, DEPARTING
SAID SOUTH LINE AND ALONG SAID SOUTHWESTERLY LINE, 79.00 FEET TO A

APN 139-29-801-006

PAGE 2 OF 3

POINT ON THE EXISTING RIGHT-OF-WAY LINE OF RANCHO DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; 1) SOUTH 53°13'46" WEST, 6.29 FEET; 2) SOUTH 36°38'47" EAST, 32.73 FEET; 3) NORTH 53°25'33" EAST, 5.12 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A PENDING RIGHT-OF-WAY DEDICATION OF RANCHO DRIVE; THENCE SOUTH 35°53'38" EAST, ALONG SAID SOUTHWESTERLY LINE, 117.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3450.00 FEET; THENCE SOUTHEASTERLY 101.60 FEET ALONG SAID CURVE AND CONTINUING ALONG SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 01°41'14" TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF U.S. 95; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 18°23'08" WEST, 60.73 FEET; 2) SOUTH 78°09'47" WEST, 169.34 FEET; 3) NORTH 89°39'00" WEST, 216.29 FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF BLOCK 1; THENCE NORTH 00°19'31" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE, 361.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.63 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS ZONE, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

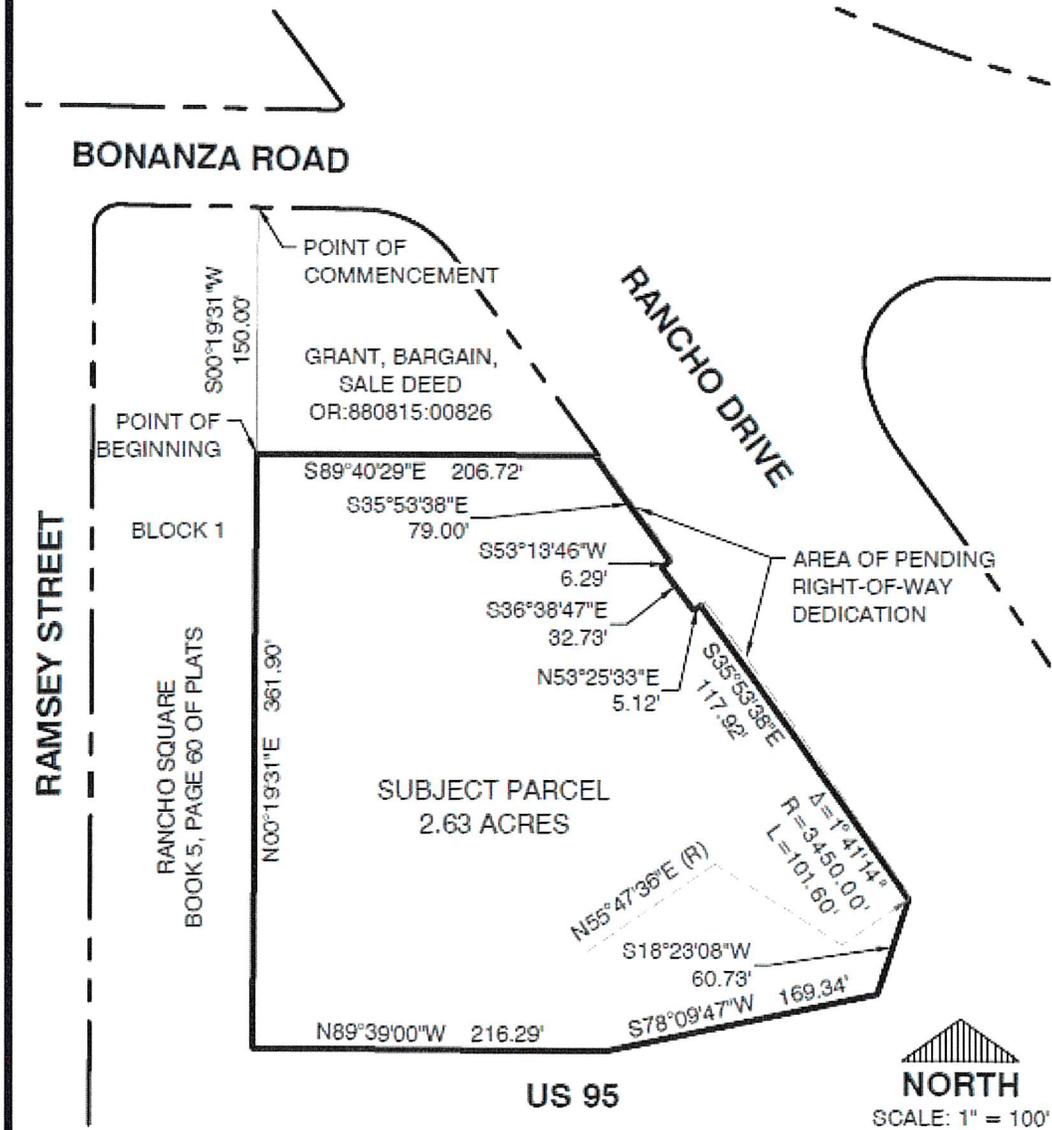
AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

MICHAEL F. KINNEY, PLS
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NV 89106

EXHIBIT TO ACCOMPANY LAND DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER
(SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS
VEGAS, CLARK COUNTY, NEVADA



DEPARTMENT OF PUBLIC WORKS
SURVEY & RIGHT-OF-WAY

DATE: 7/1/2021 DRAWN BY: OMS

SHEET: **3** OF **3**

FILE NAME: M2\014-SR01-LEGAL.DWG



CITY OF LAS VEGAS (DSC)
333 N. RANCHO DRIVE

APN 139-29-801-006

EXHIBIT H

AEP

See Attached



**AUTHORIZATION TO ENTER PROPERTY
COVER SHEET & OWNER SIGNATURE PAGE**

City Project Name:
City Project Number:
City Project Manager:
City Right-of-Way Agent:
City Right-of-Way Consultant (if applicable):

Property:
Assessor's Parcel Number:
Address:

Property Owner's Name:
Property Owner Contact Information (Phone/E-Mail):
Property Owner's Mailing Address:

Owner, as the undersigned, does hereby give, grant, and convey unto the City this Authorization to Enter Property for the limited purpose of access, ingress, and egress of motor vehicles, construction vehicles, equipment, and personnel to facilitate the planning, survey, site preparation, grading, and construction of the Project and its improvements on, over, and across the Property.

The City rights under the AEP are subject to, and limited by, the Authorization to Enter Property General Conditions attached hereto.

By: _____
Printed Name: _____
Title: _____
Date: _____
Processed By: _____

**AUTHORIZATION TO ENTER PROPERTY
TERMS AND CONDITIONS**

1. **GRANT, USE AND MAINTENANCE OF PROPERTY.** Owner does hereby give, grant and convey unto the City this Authorization to Enter Property ("AEP") for the limited purpose of access, ingress, and egress of motor vehicles, construction vehicles, equipment, and personnel to facilitate the planning, survey, site preparation, grading, and construction of the Project and its improvements (the "Permitted Use") on, over, and across the Property. This AEP shall be used by the City, its contractors, subcontractors, consultants, subconsultants, materialmen, suppliers, workers, successors, agents, and assigns thereof (collectively, the "City Parties") solely for the Permitted Use. The City shall coordinate all aspects of the Improvements and use of the Property with the Owner.

2. **TERM/EXPIRATION OF AEP.** The City acknowledges that this AEP, and the City's rights in and to the Property granted herein, shall immediately and automatically terminate, expire and be deemed null and void upon the date of completion of the Project.

3. **GRANTOR'S RESERVATION OF RIGHTS.** Subject to the rights created herein, Owner expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, right of ways, reservations or easements, any and all portions of the area upon, above, or under the Property (in Grantor's reasonable discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Property onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with the Permitted Use of the Property pursuant to the terms hereof.

4. **LIMITATION OF RIGHTS.** This AEP does not and shall not (at any time) create any claim of any interest or estate of any kind or extent whatsoever in the Property or any portion thereof.

5. **CITY'S COVENANTS.** The City shall:

A. not interfere with or prevent the normal development, use, and maintenance of the Property by Owner.

B. not interfere with or prevent any development, construction, improvement, or other activity or use by the Owner now or in the future existing on or about the Property so long as such use does not materially and adversely interfere with Permitted Use;

C. not intentionally interfere with any existing license, easement, or reservation upon, above, over, through, under or across the Property;

D. not intentionally interfere with any hereafter granted license, easement, or reservation upon, above,

over, through, under or across the Property so long as such license, easement, or reservation does not materially and adversely interfere with the Permitted Use;

E. exercise diligent good faith efforts to comply at all times and in all respects with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"). The City shall also obtain, maintain, and comply with all applicable permits in connection with the City's use of the Property. The City shall not, by any act or omission, render the Owner liable for any violation thereof. At the request of Owner, the City shall promptly deliver to Owner true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

F. to the extent the City constructs any improvements upon, above, over, through under or across the Property, the City shall construct such improvements in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner; and not act (or fail to act) in a way which permits any lien to be filed in connection with Property for any labor or materials in connection with work of any character performed or claimed to have been performed on or within the Property at the direction or sufferance of City or its assigns. If any such lien is filed in connection with the Property, the City shall pay on demand all of Owner's costs in connection therewith, together with interest thereon at the interest rate set of one percent (1%) per month accruing from and after the date of such expenditure until the Owner's receipt of full payment therefor.

6. **BREACH BY CITY.** If the City breaches any provision of this AEP and fails to cure any such breach within thirty (30) days after written notice thereof is given by Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, Grantee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), in addition to any other right or remedy available to Owner at law or in equity, Owner shall have the right, but not the obligation, to cure any such breach. The City shall reimburse Owner for the cost thereof upon demand, together with interest accruing thereon at the rate of one percent (1%) per month, from and after the date of Owner's expenditure thereof, until Owner's receipt of full payment therefor.

7. **CONDITION OF PROPERTY.** The City acknowledges that it (i) has physically inspected the Property; and (ii) accepts the Property "AS IS" and "WHERE IS" with full

knowledge of the conditions thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Owner makes no representations, statements, warranties or agreements to the City in connection with this AEP or Property, other than as may be set forth herein. The City's use of the Property is at its own risk and Owner shall have no liability or obligation for or with respect to any loss or damage suffered by the City's or related to City's improvements on the Property.

8. **MODIFICATION.** This AEP shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

9. **LIABILITY.** The City shall be legally responsible for the acts and omissions, negligent or otherwise, of the City Parties. The City Parties shall have no liability to Owner for the Owner's negligence or willful misconduct. Nothing contained herein shall constitute a limit on any insurance coverage limits or amounts as set forth herein. This provision is not intended to and shall not constitute an agreement by any party to assume liability for the acts or omissions of another. The City intends to assert Nevada Revised Statutes Chapter 41 limitations on liability in all instances.

10. **FORCE MAJEURE.** Neither party shall be in breach of this AEP if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, epidemics or pandemics creating quarantine restrictions, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse the City from the prompt payment of any charge required of City hereunder.

12. **BINDING ON PERMITTED SUCCESSORS AND ASSIGNS.** The terms, provisions, covenants and conditions contained in this AEP shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

13. **PARTIAL INVALIDITY.** If any term, covenant or condition of this AEP, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this AEP, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The parties further agree to amend this AEP to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire AEP from being void should a provision which is of the essence of this AEP be determined void.

14. **ENTIRE AGREEMENT.** This AEP contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this AEP shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this AEP shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

15. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

16. **CAPTIONS.** The captions are descriptive only and for convenience in reference to this AEP and in no way whatsoever define, limit or describe the scope or intent of this AEP nor in any way affect this AEP.

17. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this AEP, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this AEP or any alleged breach thereof. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this AEP relationship of the parties, the City's use or occupancy of the Property, and/or any claim of injury or damage.

18. **RECORDATION** This AEP shall not be recorded.

19. **AUTHORIZATION.** All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this AEP on their respective behalves to do so.

20. **INTERPRETATION.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this AEP any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This AEP shall not be construed either for or against Landlord or Tenant but this AEP shall be interpreted in accordance with the general tenor of its language.

21. **THIRD PARTIES.** Nothing in this AEP, expressed or implied, is intended to confer upon any person, including,

without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this AEP.

22. **EXPENSES.** Except as otherwise provided in this AEP, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this AEP, including, without limitation, the fees and expenses of each party's legal counsel.

23. **FURTHER ASSURANCES.** Each party shall, from time to time after the execution of this AEP, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this AEP without undue delay. All modification, amendments, and change orders to this AEP are null and void unless reduced in writing and signed by the parties.

24. **NON-APPROPRIATION BY CITY.** The Owner acknowledge that the City is a governmental entity and the AEP validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this AEP, then the party shall have the right to terminate this AEP at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this AEP, but only as an emergency fiscal measure.

25. **OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE.** It is agreed by and between the parties of this AEP, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this AEP.

26. **PUBLIC RECORDS.** The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This AEP and all supporting documents are deemed to be public records.

27. **COUNTERPARTS; ELECTRONIC DELIVERY.** This AEP may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This AEP shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed

originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

(CAO JSR 04-18-2020)