

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

MAP LEGEND

- PARCEL BOUNDARY
 - SUB BOUNDARY
 - PWLD BOUNDARY
 - ROAD EASEMENT
 - MATCH / LEADER LINE
 - HISTORIC LOT LINE
 - HISTORIC SUB BOUNDARY
 - HISTORIC PWLD BOUNDARY
 - SECTION LINE
- CONDOMINIUM UNIT
 - AIR SPACE PCL
 - RIGHT OF WAY PCL
 - SUB-SURFACE PCL
- 001 ROAD PARCEL NUMBER
- 001 PARCEL NUMBER
- 1.00 ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PB 24-48 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 5 LOT NUMBER
- GL5 GOV. LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.

Michele W. Shafe - Assessor

T21S R61E

5

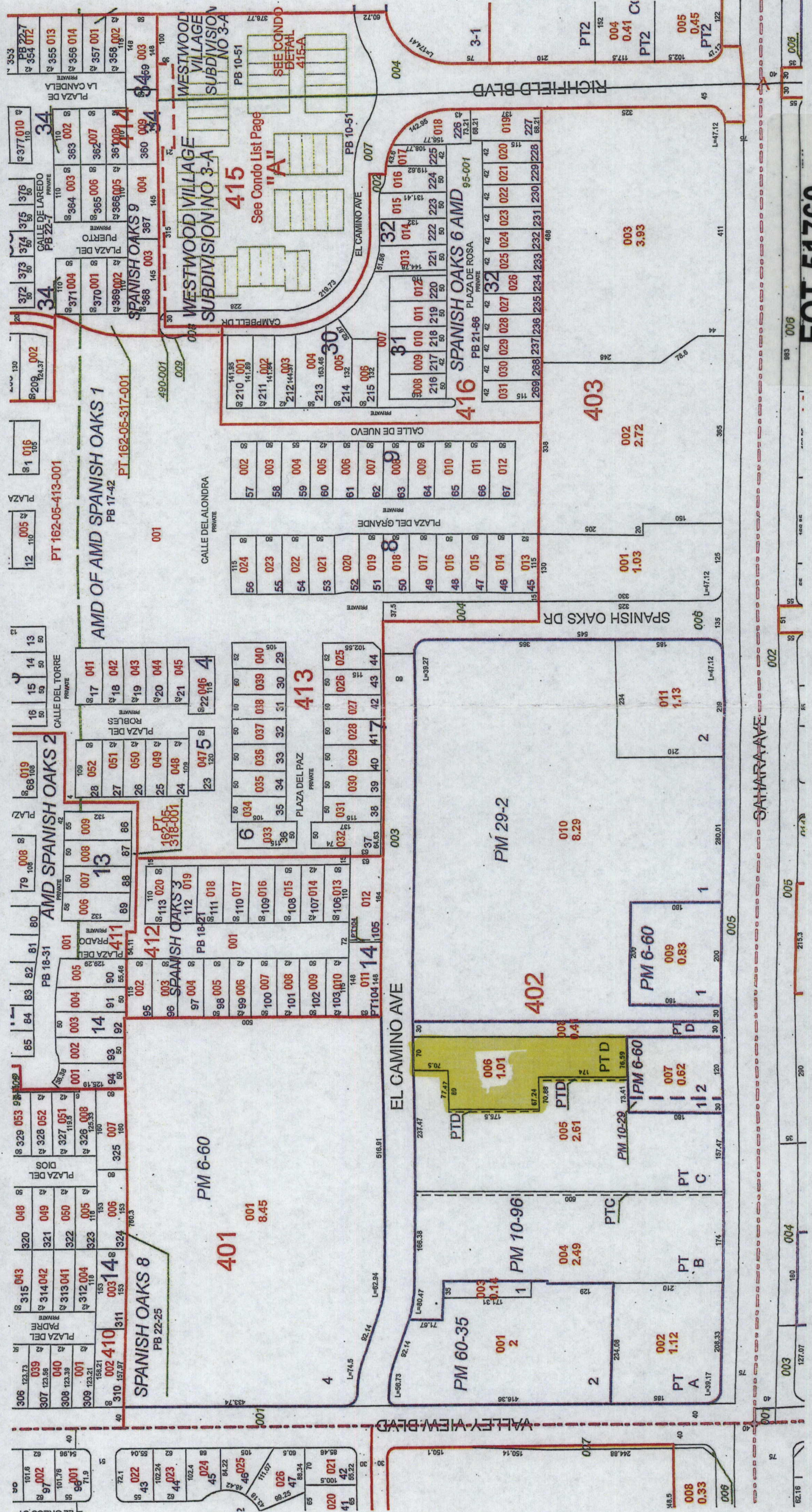
S 2 SW 4

162-05-4

125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156
157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172
173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188

Scale: 1" = 200'

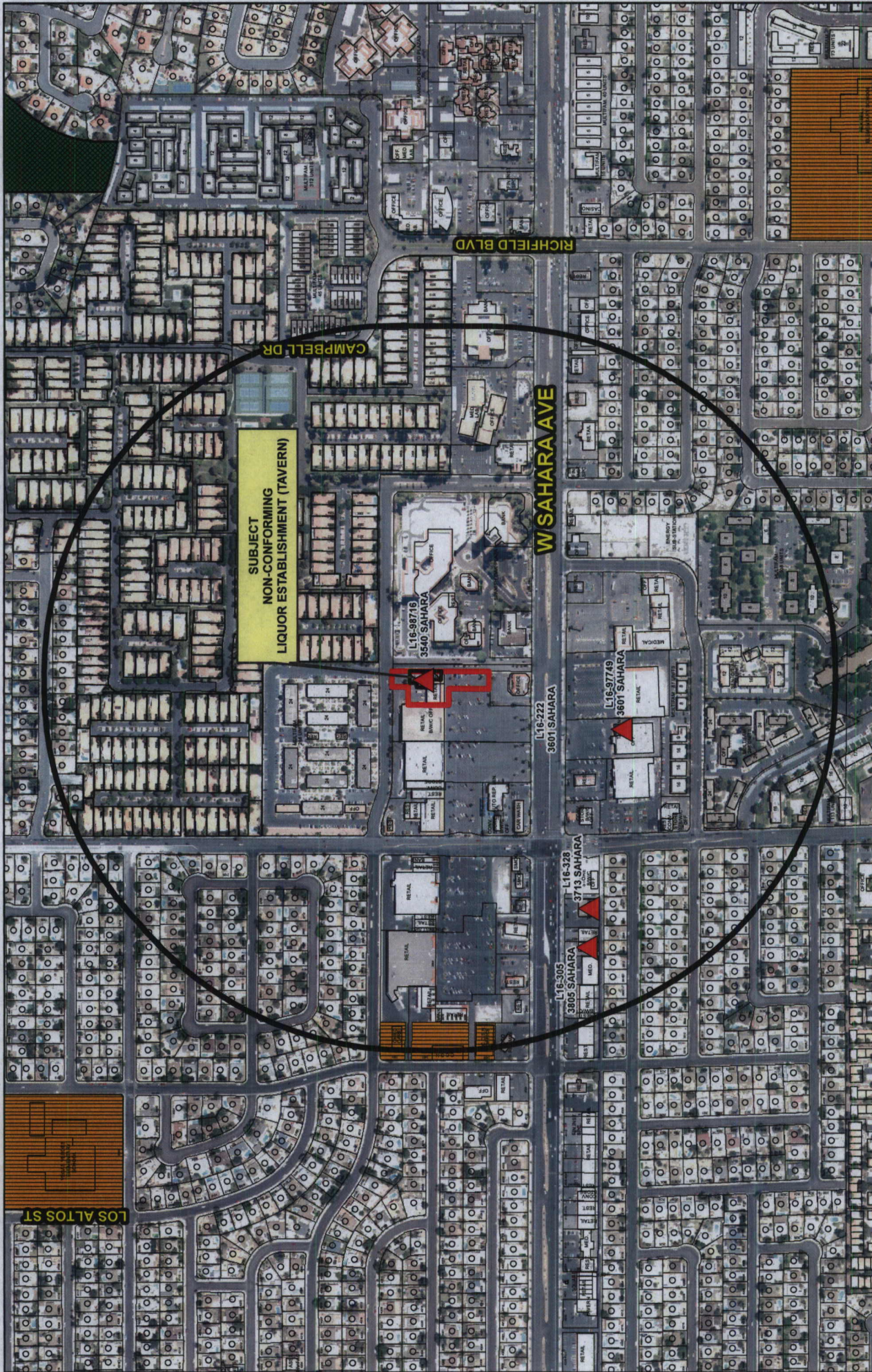
Rev: 02/08/2011



TAX DIST 200

EOT-51760

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OCT 23 2013

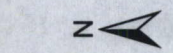


EOT-51760
Liquor Establishment (Tavern)

Business Licenses
 Tavern

Protected Uses
 RELIGIOUS
 CITY PARKS
 SCHOOLS
 Child Care/ Children Facility

Subject Property
 1500 foot buffer



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Information Dept. 702-229-6301

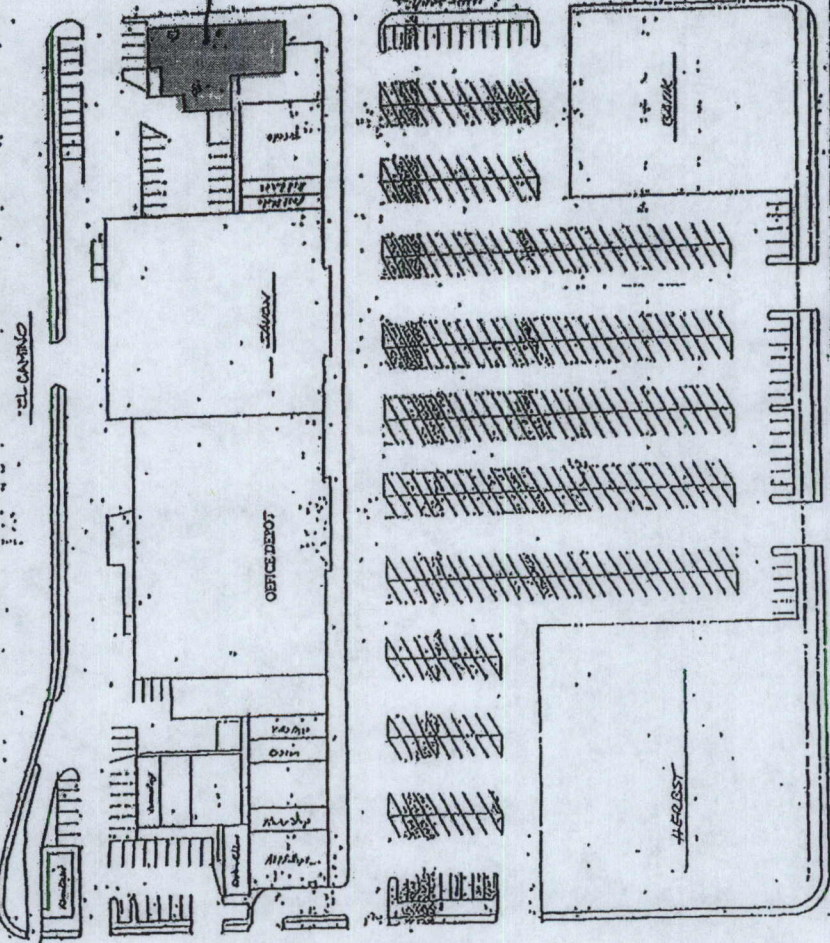
Date: Tuesday, November 12, 2013

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OCT 23 2013

3540 W. Sahara Ave
#E-1
Bounty Hunter

SPANISH OAKS SHOPPING CENTER

EL CAMINO



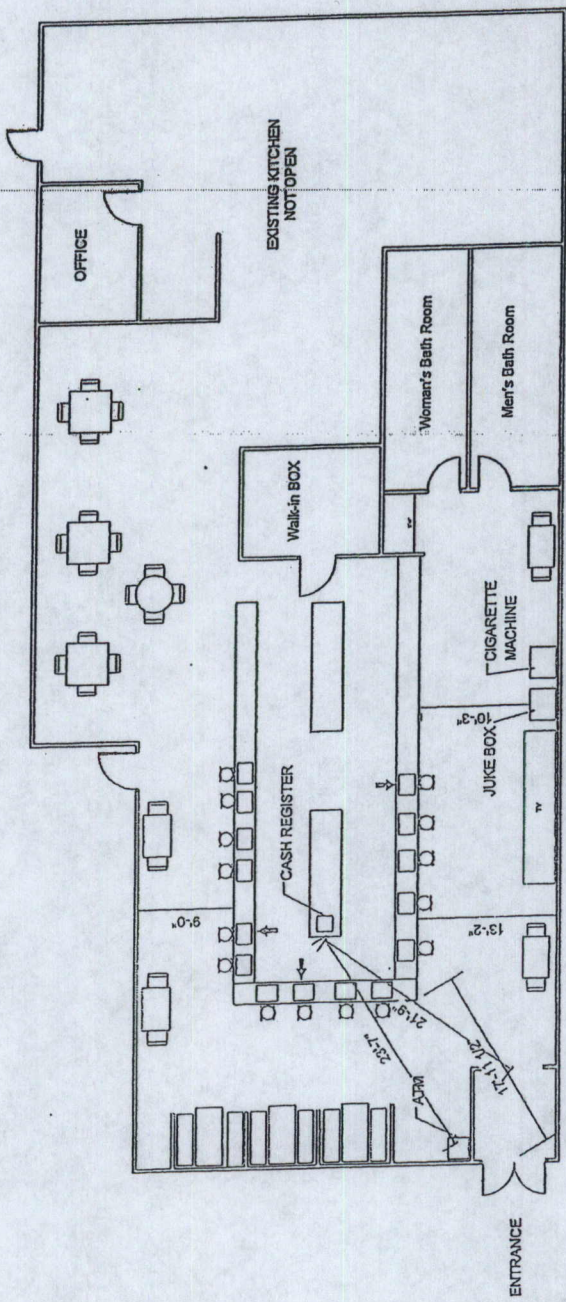
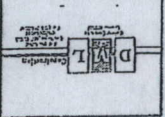
SAHARA AVENUE

EOT-51760

DATE	11-22-02
BY	UNRECORDED
REMARKS	
SCALE	3/8" = 1'-0"

BOUNTY HUNTER
3540 W. SAHARA SUITE E-1

ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.



☐ GAMING DEVICES
BAR TENDER IS THE SUPERVISOR
TOTAL SQ. FT. 4,200

EOT-51760

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OCT 23 2013



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

December 5, 2013

Spoaks LLC
3055 Soft Horizon Way
Las Vegas, Nevada 89135

RE: EOT-51760 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 4, 2013

Dear Applicant:

The City Council at a regular meeting held December 4, 2013, APPROVED the request for an Extension of Time OF A NON-CONFORMING TAVERN at 3540 West Sahara Avenue, Suite E1 (APN 162-05-402-006), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 5, 2013. This approval is subject to:

Planning

1. This request for an Extension of Time of a nonconforming Tavern located at 3540 West Sahara Avenue shall expire on 11/10/14 unless another extension of time request is approved by the City Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Gabriela Portillo-Brenner".

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Jerome Kosak
Golden Penny Industries LLC
1350 Flamingo Road
Las Vegas, Nevada 89119

Mr. Robert Sunsar
1 Ironsides #3
Marina Del Rey, California 90292

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov



November 21, 2013

Spoaks LLC
3055 Soft Horizon Way
Las Vegas, Nevada 89135

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

**RE: EOT-51760 - EXTENSION OF TIME - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 4, 2013**

Dear :

Please be advised the City Council at its regular meeting on *December 4, 2013* as referred to above, will consider your request. This meeting will be held at 9:00 A. M. at the Council Chambers of City Hall, 495 South Main Street, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the *final agenda* will be available on-line on *Wednesday, November 27, 2013* at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The City Council requires that you or your representative be present at this meeting.

Sincerely,

Flinn Fagg, AICP
Director
Department of Planning

FF:nl

cc:

Mr. Jerome Kosak
Golden Penny Industries LLC
1350 Flamingo Road
Las Vegas, Nevada 89119

Mr. Robert Sunsar
1 Ironsides #3
Marina Del Rey, California 90292

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 7-1-1

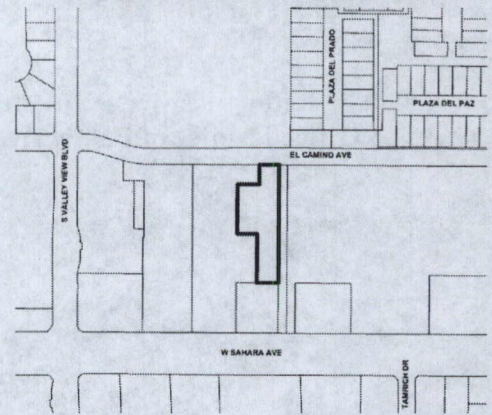
www.lasvegasnevada.gov



Application Information

EOT-51760 - NON-CONFORMING USE - EXTENSION OF TIME - PUBLIC HEARING - APPLICANT: GOLDEN PENNY INDUSTRIES, LLC - OWNER: SPOAKS, LLC - For possible action on a request for an Extension of Time OF A NON-CONFORMING TAVERN at 3540 West Sahara Avenue, Suite E1 (APN 162-05-402-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

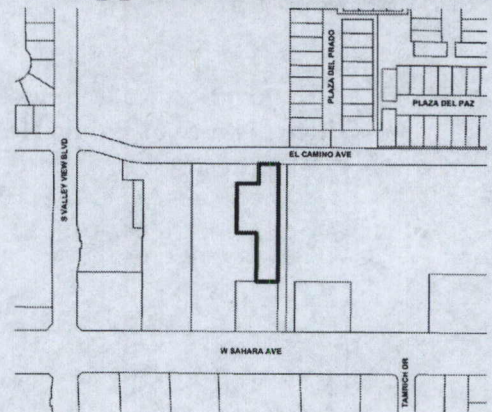
Meeting: City Council
Date: *December 4, 2013*
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street
Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

Application Information

EOT-51760 - NON-CONFORMING USE - EXTENSION OF TIME - PUBLIC HEARING - APPLICANT: GOLDEN PENNY INDUSTRIES, LLC - OWNER: SPOAKS, LLC - For possible action on a request for an Extension of Time OF A NON-CONFORMING TAVERN at 3540 West Sahara Avenue, Suite E1 (APN 162-05-402-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

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495 South Main Street
Las Vegas, Nevada

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Development Notification

CC Meeting: December 4, 2013

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Department of Planning:

EOT-51760

Artesian Heights
Arville Park
Bel Aire
Clark Terrace
Country Club At Valley View
Destinations at Valley View
Enchanted Village
Equestrian Estates
Glen Heather Estates
Gray Plunkett Jydstrup
Greenville Park
Indian Hills
KEEN Coalition
Kensington
Las Vegas Historic District
Las Vegas Meadows
McNeil Estates
Meadows Neighborhood Preservation
Newport Cove III
Palomino Area Preservation Association (PAPA)
Pennwood Place
Pine Village
Quail Estates West
Rancho Bonito
Rancho Bonito Estates
Rancho Oakey
Rancho Sereno
Richfield
Sahara Palms
Sahara View
Scotch Eighty
Siegel Suites Sahara
Spanish Oaks

Spanish Oaks
Sunrise Gardens
Versailles
Walker House
Westleigh
Wyandotte



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GOLDEN PENNY INDUSTRIES LLC
Project Address (Location) 3540 W SAHARA AVE, E-1, LAS VEGAS NV 89102
Project Name THE LIBERTY TAVERN Proposed Use TAVERN
Assessor's Parcel #(s) 162-05-402-006 Ward # 1
General Plan: existing COMM proposed _____ Zoning: existing C-1 proposed _____
Commercial Square Footage LOT-44141.506 Floor Area Ratio 6445 SQ FT/14.600 %
Gross Acres _____ Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER SPOAKS LLC Contact _____
Address 3055 SOFT HORIZON WAY Phone: _____ Fax: _____
City LAS VEGAS State NV Zip 89135
E-mail Address _____

APPLICANT GOLDEN PENNY INDUSTRIES LLC Contact JEROME KOSAK
Address 1350 FLAMINGO ROAD Phone: (916) 416-8585 Fax: _____
City LAS VEGAS State NV Zip 89119
E-mail Address OKKOSAK@AOL.COM

REPRESENTATIVE ROBERT SUSNAR Contact SELF
Address 1 IRONSIDES #3 Phone: (310) 739-1020 Fax: _____
City MARINA DEL REY State CA Zip 90292
E-mail Address ROBERT@ROBERTSUSNAR.COM

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

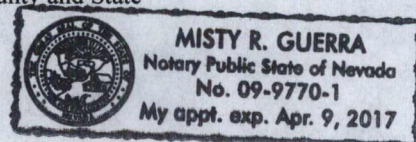
Print Name ALAN MERRILL

Subscribed and sworn before me

This 22nd day of October, 2013.

Misty R. Guerra

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT-51760</u>
Meeting Date:	<u>12/4/13</u>
Total Fee: \$	<u>1050.00</u>
Date Received:*	<u>10/23/13</u>
Received By:	<u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

EOT-51760

Case Number: EOT-46878 APN: 162-05-402-006

Name of Property Owner: SPOAKS LLC

Name of Applicant: GOLDEN PENNY INDUSTRIES LLC

Name of Representative: ROBERT SUSNAR

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: ALAN MORROW

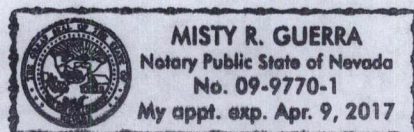
Subscribed and sworn before me

This 22 day of October, 2013

Misty R. Guerra
Notary Public in and for said County and State

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OCT 23 2013



GOLDEN PENNY INDUSTRIES LLC

1350 E FLAMINGO ROAD
LAS VEGAS, NV 89119

LETTER OF JUSTIFICATION FOR REQUEST FOR
EXTENSION OF TIME FOR NON-CONFORMING USE PERMIT

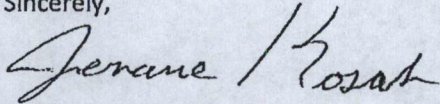
I, Jerome Kosak, as managing member of Golden Penny Industries LLC, am the lessee of the property at 3540 West Sahara Avenue, Las Vegas NV 89102. This property previously housed a tavern, and was previously approved for an Extension of Time for Non-Conforming Use Permit, case number EOT-46878, attached. The current EOT expires 11/10/2013.

Golden Penny Industries LLC leased the property as of July 31, 2013, with the intention of opening a tavern. We are requesting an Extension of Time to complete the rehabilitation of the facility prior to opening our business, The Liberty Tavern. Due to neglect and vandalism the property had fallen into considerable disrepair. We took possession of the property a mere 30 days ago and will require additional time to finish work on the facility and to get the required signoffs from the Health and Fire departments.

This business will employ up to 12 individuals, and will operate 24 hours per day, 7 days per week. Applications for a City of Las Vegas liquor license and a Nevada restricted Gaming license and have been prepared and are being filed. Neither Golden Penny Industries LLC nor I, Jerome Kosak, currently open or operate any other similar businesses in this area.

We respectfully request that the City Council will find in favor of this request for an Extension of Time for Non-Conforming Use to allow Golden Penny Industries LLC to properly prepare our business to be a successful part of this community.

Sincerely,



Jerome Edward Kosak
Managing Member
Golden Penny Industries LLC

EOT-51760

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OCT 23 2013

SPOAKS, LLC

October 24, 2013

City of Las Vegas
Planning and Development
333 North Rancho - First Floor
Las Vegas, Nevada 89101

Re: Application for Extension of Time for Legal Non-conforming Use (Tavern)
3540 West Sahara, Suite E-1, Las Vegas, Nevada 89102 (the Location)
Liquor License L16-00046 SPOAKS, LLC
Applicant – Golden Penny Enterprises

Ladies and Gentlemen:

This letter is to support the above referenced application, which is made by Golden Penny Enterprises, the Tenant at the above-referenced Location, pursuant to a lease dated July 31, 2013 with SPOAKS, LLC, Landlord and owner of the property.

As you know, we have applied for and been granted previous extensions of time for the Legal Non-Conforming Use (Tavern) at this Location. Those earlier applications were based on the vacation of the property by the previous tenant and our inability to find either a new tenant or a purchaser for the property for approximately two years because of the general economic stress in the real estate market at that time. We are pleased that a tenant has now been found and a new Lease has been entered into, and we wish to express our appreciation to the City for allowing us to continue the entitlements necessary for the operation of the business.

We understand Golden Penny Enterprises has applied, or soon will be applying for, the liquor and gaming licenses necessary to the operation. In addition, Golden Penny has undertaken a renovation of the location, which we believe will enhance operations once they commence.

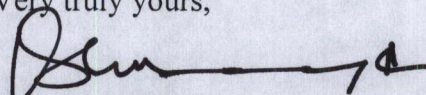
EOT-51760

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We respectfully ask that the application of Golden Penny Enterprises for a further extension of time for the legal non-conforming use (Tavern) be approved so that this location can once again become an operating and active business instead of a shuttered and closed operation.

Thank you for your consideration of the application and this letter of support.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alan Merrell, II', with a long horizontal flourish extending to the right.

Alan Merrell, II
Manager

EOT-51760

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OCT 23 2013



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

November 13, 2012

O'Reilly Law Group, LLS
Spoaks, LLC
325 South Maryland Parkway
Las Vegas, Nevada 89101

RE: EOT-46878 --NON-CONFORMING USE
CITY COUNCIL MEETING OF NOVEMBER 7, 2012

Dear Sir:

The City Council at a regular meeting held November 7, 2012, APPROVED the request for an Extension of Time FOR A NON-CONFORMING TAVERN at 3540 West Sahara Avenue (APN 162-05-402-006), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2012. This approval is subject to:

Planning

1. This request for an Extension of Time of a Non-Conforming Tavern located at 3540 West Sahara Avenue shall expire on 11/10/13 unless another extension of time request is approved by the City Council.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Claudia Cormier
O'Reilly Law Group, LLS
325 South Maryland Parkway
Las Vegas, Nevada 89101

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-51760

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OCT 23 2013

1/0001214

ABSTRACT -0- EXEMPTION 10

APR 162-05-402-001
162-05-402-006
162-05-402-008

Title Order No. #

Easement No. #

WHEN RECORDED MAIL TO

Name SPOUGS, A NEVADA LLC
Street P.O. BOX 10759
Address JACKSON, WY 83002
City & State

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
ALAN MERRILL, II and KRISTY ANNE MERRILL, CO-TRUSTEES OF THE MERRILL LIVING TRUST,
DATED JUNE 14, 2000

hereby GRANT(S), BARGAIN(S), SELL(S) and CONVEY(S) to
SPOUGS, A NEVADA LLC

that property in CLARK
described as:

County, Nevada,

PARCEL 1 - 162-05-402-001

That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4)
of Section 5, Township 21 South, Range 61 East, M.D.B. & M., described as follows:

Lot Two (2) as shown by map thereof in File 60 of Parcel Maps, page 35, in the
Office of the County Recorder of Clark County, Nevada.

ADDITIONAL LEGAL DESCRIPTIONS OF ADDITIONAL TWO PARCELS FOR ATTACHED EXHIBIT 'A'
BY THIS REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

Dated 12-12-00

ALAN MERRILL, II, Trustee

KRISTY ANNE MERRILL, Trustee

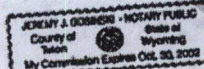
STATE OF NEVADA
COUNTY OF Clark

On December 12, 2000, before me, the
undersigned, a Notary Public in and for said State, personally appeared
Alan Merrill, II and Kristy Anne Merrill

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) were subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature
Name
(Typed or printed)



(This area for official notarial seal)

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OCT 23 2013

001241340

20091214

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Descriptions for additional two (2) parcels:

PARCEL II - 162-05-402-006

Being a portion of the Southwest Quarter (SW 1/4) of Section 5, Township 21 South, Range 61 East, M.D.B. & M., City of Las Vegas, Nevada more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter (SW 1/4) of said Section 5; THENCE South 89°40'45" East along the South line of said Section 5, a distance of 756.93 feet; THENCE North 0°19'15" East, 255.00 feet to the POINT OF BEGINNING; THENCE continuing North 0°19'15" East, 420.00 feet to a point on the South line of El Camino Avenue (60.00 feet wide); THENCE North 89°40'45" West along said South line, 70.00 feet; THENCE South 0°19'15" West, 70.50 feet; THENCE North 89°40'45" West, 80.00 feet; THENCE South 0°19'15" West, 175.50 feet; THENCE South 89°40'45" East, 67.24 feet; THENCE South 0°19'15" West, 174.00 feet; THENCE South 89°40'45" East, 82.76 feet to the POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM the following described property:

Being a portion of Parcel D as shown by Parcel Map in File 10, page 96 of Official Records, Clark County, Nevada records, as follows:

Parcel 1:

COMMENCING at the Southwest corner of the Southwest Quarter (SW 1/4) of said Section 5; THENCE South 89°40'45" East, along the South line of the Southwest Quarter (SW 1/4) thereof, 678.17 feet; THENCE North 0°19'15" East, 255.00 feet to the POINT OF BEGINNING; THENCE continuing North 0°19'15" East, 174.00 feet; THENCE South 89°40'45" East, 6.17 feet; THENCE South 0°19'15" West, 174.00 feet; THENCE North 89°40'45" West, 6.17 feet to the POINT OF BEGINNING.

Parcel 2:

Commencing at the Southwest corner of the Southwest Quarter (SW 1/4) of said Section 5; THENCE South 89°40'45" East along the South line of the Southwest Quarter (SW 1/4) thereof 606.93 feet; THENCE North 0°19'15" East, 429.00 feet to the POINT OF BEGINNING; THENCE continuing North 0°19'15" East, 175.50 feet; THENCE South 89°40'45" East, 2.53 feet; THENCE South 0°19'15" West, 175.50 feet; THENCE North 89°40'45" West, 2.53 feet to the POINT OF BEGINNING.

PARCEL III - 162-05-402-008

Situate in the County of Clark, State of Nevada, described as follows:

That portion of Parcel D as shown by Parcel Map in File 10, Page 96, recorded November 3, 1976 as Document No. 633958, Official Records, Clark County, Nevada, more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel D; THENCE South 0°19'15" West along the East line of said Parcel D a distance of 600.00 feet to a point on the North right-of-way line of Sahara Avenue, said point being the most Southeast corner of said Parcel D; THENCE North 89°40'45" West along the North right-of-way line of Sahara Avenue a distance of 30.00 feet; THENCE North 0°19'15" East a distance of 600.00 feet to a point on the South right-of-way line of El Camino Avenue; THENCE South 89°40'45" East a distance 30.00 feet to the TRUE POINT OF BEGINNING.

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

SPONSOR
12-14-2009 12:27 PM
OFFICIAL RECORDS
BOOK 20091214 PAGE 61348
FEE: \$ 8.00 APTC EXEMPT

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OCT 23 2013

SPOAKS, LLC**Business Entity Information**

Status:	Active	File Date:	10/6/2000
Type:	Domestic Limited-Liability Company	Entity Number:	LLC9670-2000
Qualifying State:	NV	List of Officers Due:	10/31/2014
Managed By:	Managers	Expiration Date:	10/6/2030
NV Business ID:	NV20001097748	Business License Exp:	10/31/2014

Registered Agent Information

Name:	O'REILLY LAW GROUP, LLC	Address 1:	325 SOUTH MARYLAND PKWY
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89101
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Limited-Liability Corporation		
Jurisdiction:	NEVADA	Status:	Active

Individual with Authority to Act on Behalf of the Commercial Registered Agent

Name:	JOHN F O'REILLY	Phone:	702-382-2500
Physical Address 1:	325 S MARYLAND PKWY	Physical Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers☐ Include Inactive Officers**Manager - ALAN MERRELL II**

Address 1:	3055 SOFT HORIZON WAY	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89135	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC9670-2000-001	# of Pages:	5
File Date:	10/6/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC9670-2000-004	# of Pages:	1
File Date:	11/9/2001	Effective Date:	
(No notes for this action)			

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SHOPPING CENTER LEASE

WITNESSETH:
Las Vegas, Nevada

1. PARTIES. This Lease, made, entered, and dated this July 31, 2013, by and between SPOAKS, LLC, LANDLORD, and Golden Penny Enterprises, TENANT, hereinafter respectively referred to as "Landlord" and "Tenant", without regard to number or gender.

Tenant agrees that it shall conduct business under the name of The Liberty Tavern; Tenant shall not change the name under which it does business without first obtaining the written consent of Landlord, and as further consistent with Article 34.

2. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space herein called "Premises", located at 3540 W. Sahara Ste. E-1, Las Vegas, NV 89102, and which is further delineated on a site plan of the Center, along with a dimensionalized plan of the space, attached hereto as Exhibit "A", and incorporated by reference herein and which shall contain approximately six thousand four hundred forty five fifteen (6,445) square feet of floor area. Said Premises are located in Las Vegas, County of Clark, State of Nevada and constitute a portion of the Spanish Oaks Shopping Center, hereinafter designated "Center".

3. USE. Tenant's intended use of the Premises shall be for a Las Vegas style tavern, with restricted gaming, sale of alcoholic and non-alcoholic beverages, food, tobacco, and other products and services commonly offered in a Las Vegas tavern, and shall not use the Premises nor permit the Premises to be used for any other purpose without the prior written consent of the Landlord, nor conduct any business or activity which would be in violation of law and shall be further bound by the terms, covenants, and conditions herein set forth; and the Tenant covenants as a material part of the consideration for the Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

4. TERM. The term of this Lease shall be for a period of six years (6) years. Subject to the aforesaid, unless otherwise set forth, the Lease shall therefore commence on _____ ("Commencement Date") and terminate on _____ ("Termination Date"), which accordingly shall represent the Term of the Lease ("Term") with the Commencement Date being the first day of the month following any fractional month preceding said Commencement Date. In the event that Premises shall be leased in an "as is" condition, the Lease Commencement Date is to be inserted contemporaneously upon signing of the Lease. However, if substantial construction is required prior to Tenant move-in, pursuant to Articles 15 and 16 contained herein, the following shall establish the Commencement Date of the Lease: The Commencement Date of the Lease shall be the date upon the mutual execution of the Lease and all sums due and payable to Landlord at that time are paid. Tenant's obligation to pay Rent shall commence one (1) year from the Lease Commencement Date. Should such date not occur on the first day of a calendar month, the Term hereunder shall begin on the first day of the next succeeding calendar month. In that event, however, the Tenant shall pay Rent for the fractional month on a per diem basis (calculated on the basis of a thirty-day month) until the first day of the month when the Term hereunder commences, and thereafter Rent shall be paid in equal monthly installments on the first day of each and every month in advance. The insertion of the referenced Lease Commencement and Termination Dates shall occur promptly upon determination of same, and, in any event, simultaneously upon the date Tenant has been provided possession of the Premises.

5. RENT. Guaranteed Minimum Monthly Rent ("Rent"). Tenant shall pay to Landlord during the Term of this Lease as minimum monthly Rent for the demised Premises the sum of four thousand eight hundred thirty five dollars (4,835.00) per month, and as further increased and described in the attached Addendum, which sum shall be paid in advance on the first day of each calendar month, the due date. All Rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior to notice of demand at the address designated in Article 39. Any Rent payment not received by Landlord within five (5) days of its due date shall be subject to a five percent (5%) late charge; in addition, interest at twelve percent (12%) per annum of the past due amount shall commence on the tenth (10th) day after the due date, and continue until paid in full. Tenant acknowledges that late charges represent a fair and reasonable estimate of costs incurred by Landlord which include but are not limited to bookkeeping, processing, notice, or late charges imposed upon Landlord pursuant to terms of any mortgage or trust deed. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default or prevent Landlord from exercising any other rights and remedies granted hereunder.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent and shall be first applied to any late charges and interest due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept and deposit such check without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease, and/or by law. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment, or portion thereof received from Tenant, to Tenant's account then not current and due or delinquent.

In the event any two (2) checks paid by Tenant to Landlord are returned for non-sufficient funds (NSF) during the Term of the Lease, or any Extension thereto, Landlord shall have the right to demand future payments to be made by Tenant with cashier's checks, money orders, or like instruments of certified funds. Tenant shall be responsible for fees incurred by tendering said instrument, and shall not deduct same from said or subsequent payment.

6. SECURITY DEPOSIT. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum of _____, receipt of which is hereby acknowledged by Landlord, said Deposit being given to secure the faithful performance by the Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof. The Security Deposit shall not be construed by Tenant as payment of Rent, in the present or future, nor may Tenant arbitrarily apply such Deposit to any Rent due Landlord.

7. COST OF LIVING ADJUSTMENT INCREASE. Guaranteed minimum monthly Rent paid by Tenant hereunder shall be increased in accordance with the provisions of the following subparagraphs:

A. Cost of Living Increase. As set forth herein, one year after the beginning of the Term of this Lease and annually thereafter, the Landlord shall compute the increase or decrease, if any, in the cost of living for the period of time from date of execution of Lease, based upon the Los Angeles Riverside Orange Co. Index, Consumer Price Index, hereinafter referred to as the "Index" published by the Bureau of Labor Statistics of the United States Department of Labor 1982-84-100.

B. Base Index Number, Current Index Number. The Index number for the calendar month indicated in the column for the Los Angeles Riverside Orange Co., entitled "All Items Indexes" as published two (2) months prior to the month when this Lease actually commences shall be the "Base Index Number". The Index number for the calendar month, twelve (12) months thereafter shall then be the "Current Index Number". The Current Index Number shall be redetermined in this fashion thereafter each twelve (12) months during the term of the Lease.

C. Increase to Minimum Rent. As set forth in 7(A) and (B) above, the Base Index Number shall be compared with the Current Index Number for each year of the Lease and each subsequent year. If the Current Index Number for any comparison month is higher than the Base Index Number, then the minimum Rent for the next year shall be increased by the calculated percentage of increase. In no event shall the Minimum Rent be less than that set forth in Article 5, above. (By way of illustration only, if Tenant commenced paying Rent in June of 1987, then the Base Index Number is that for April 1987 (assume 200.40) and that Index shall be compared to the Current Index Number for April 1988 (assume 204.40). The Current Index Number is then divided by the Base Index Number (204.40/200.40) yielding a 2.0% quotient. Likewise, in the following year, the Current Index for April, 1989 would be compared with the Base Index for April, 1987.

D. Amount of Increase. Said quotient is then multiplied by the Base Year Rent. Pursuant to the above, the percentage of increase (2.0%) shall then be multiplied against the Guaranteed Minimum Monthly Rent and that product shall be the increase in Rent as required by this subparagraph. In no event shall the monthly Rent be less than the Guaranteed Minimum Monthly Rent for the prior year.

E. Notices of Increase. The Landlord shall, within a reasonable time after obtaining the appropriate data necessary for computing such increase, give to the Tenant notice of any increase so determined, and the Landlord's computation thereof shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the index figures upon which the computation was based, unless the Tenant shall within thirty (30) days after the giving of such notice, notify the Landlord of any claimed error therein.

F. Adjusted Rent Payable. The increased Rent, as so determined above, shall be due and payable to the Landlord on the first day of the applicable lease year beginning the thirteenth (13th) month from the Lease commencement date and monthly thereafter during each lease year period of this Lease. Any retroactive payment then due is payable within ten (10) days after the giving of such notice. In the event of any subsequent redetermination of such amount, any agreed upon adjustment thus indicated shall be made promptly between the Landlord and Tenant.

G. Substitute Statistics. If publication of the Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the Los Angeles Riverside Orange Co., and any resulting positive number shall be deemed to be the percentage of increase in the cost of living and any resulting negative number shall be deemed to be the percentage of decrease in the cost of living.

8. PERCENTAGE RENT.

A. In addition to the minimum guaranteed monthly rental hereinabove agreed to be paid by Tenant, Tenant shall and will pay to Landlord at the time and in the manner herein specified additional Rent in an amount equal to _____ percent (____%) of the amount of Tenant's gross sales made in, upon or from the demised Premises during each month of the term hereof less the amount of the minimum guaranteed monthly rental paid by Tenant for said month.

B. Within fifteen (15) days after the end of each calendar month of the term hereof, commencing with the fifteenth (15th) day of the month following the commencement of Rent (as hereinabove provided), and ending with the

fifteenth (15th) day of the month next succeeding the last month of the Lease term, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the demised Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to _____ percent (____%) of the total monthly gross sales made in, upon, or from the demised Premises during each calendar month, less the minimum guaranteed Rent for each such calendar month, if previously paid.

C. The term "gross sales" as used in this lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the demised Premises, whether upon credit or from cash, in every department operating in the demised Premises, whether operated by Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period in which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.

D. The Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit of each separate department and concessionaire at any time operated in the demised Premises. The Landlord and its agents and employees shall have the right at any and all times, during regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the demised Premises, for purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may at any time cause an audit of the business of Tenant to be made by a certified public accountant of Landlord's selection and if the statement of gross sales previously made to Landlord shall be found to be inaccurate then, and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage Rent that should have been paid to Landlord for the period or periods covered by such inaccurate statement or statements. If said audit shall disclose an inaccuracy of greater than two percent (2%) error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be canceled and terminated at the option of Landlord.

9. ADDITIONAL RENT, OPERATING EXPENSES, REAL PROPERTY TAXES, AND INSURANCE. Tenant shall pay Tenant's Proportionate Share of Operating Expenses, Real Property Taxes and Insurance Costs (collectively called Common Area Maintenance (CAM) Costs) pursuant to the provisions in this Lease, and primarily contained in, but not limited to, Articles 9, 10, 11, 12, 13, and 14 herein, in addition to any other sums due under this Lease as Additional Rent. This is a Triple Net Lease, and it is the Landlord's intent to be reimbursed by each tenant for their proportionate share of all costs and expenses of every kind and nature, paid or incurred by Landlord, because of or in connection with the management, operations, protection, insuring, replacement, repair, maintenance, or occupation of the Property, Premises and Center, and any such additional facilities and personal property as Landlord may determine to be necessary or beneficial, and as are described in the following Articles of this Lease. Said Expenses may include, but are not limited to, inspections, roof repairs and maintenance, cleaning, window washing, landscaping, gardening, lighting, and maintaining, painting, restriping or resurfacing the parking surface, repairing, and replacements in the Common Area, removing snow and ice from, painting, and landscaping all vehicle parking areas and other outdoor Common Areas, including any Center pylon and sign; providing security; seasonal holiday decorations; removing trash from the Common Areas; providing public liability, property damage, and such other insurance as Landlord deems appropriate; personal property taxes; supplies; fire protection and fire hydrant charges; steam, water, and sewer charges; gas, electricity, and telephone utility charges; licenses and permit fees; and supplying music, if any, to the Common Areas.

A. Tenant's share of all expenses of the parking and common areas, and CAM, as related to the maintenance and repair thereof shall be prorated and proportionate to the percentage Tenant's Premises represent to the overall gross square footage (floor area) in the Center. It is nevertheless understood and agreed by Tenant that there may be certain expenses of the Common Area such as with trash removal or utilities usage caused by Tenant's special or excessive use which may be billed to Tenant disproportionately, and as additional to normal proration. Any such adjustment or increase to Tenant's share of specified Common Area costs are attached hereto and may be forth as a part of the Addendum. In the event that further adjustment is required during the term of the Lease because of special conditions related directly to Tenant's occupancy of the Premises, Landlord shall notify Tenant of such adjustment thirty (30) days prior to implementation.

B. CAM Expenses shall include a reasonable allowance to Landlord for Landlord's administrative cost and supervision of said parking and Common Areas (but said costs shall not exceed in any calendar year ten percent (10%) of the total of the aforementioned expenses for said calendar year, or billing period). Landlord may, however, cause any or all of said services to be provided by an independent contractor or contractors. Landlord agrees to furnish to Tenant a monthly statement itemized in reasonable detail setting forth the total for all expenses as hereinabove set forth and which shall further include real estate taxes, and insurance as hereinafter set forth. Tenant agrees to pay to Landlord, Tenant's prorata share of such expenses within ten (10) days after the receipt of said statement, but in no later than the fifteenth (15th) day of each month of the Term. All such expenses are payable as Additional Rent and all penalties as set forth herein in Article 5 for late payment of Rent are applicable and will be due and owing commencing ten (10) days after receipt of notice thereof.

C. Notwithstanding the foregoing, the following shall not be included within Operating Expenses or CAM: (a) cost of capital improvements, (b) depreciation, (c) interest and principal payments on mortgages and other debt costs, and any penalties for late payments related thereto, (d) any cost or expenditure for which Landlord is reimbursed,

whether by insurance proceeds, refunds, or the like, (e) all costs associated with leasing the Property to tenants, including marketing, banners, advertising, real estate commissions, and attorney fees relating to negotiating and drafting leases, (f) the cost of constructing tenant improvements for Tenant or any other tenant, (g) Operating Expenses specifically and directly charged to and paid by any other tenant of the Property, and (h) the cost of special services, goods, or materials provided to any other tenant of the Property.

10. PARKING AND COMMON AREAS. The term "Common Areas" means the parking areas, roadways, pedestrian sidewalks, driveways, sidewalks, delivery areas, trash removal areas, landscaped areas, security areas, public washrooms, and all other areas or improvements that may be provided by Landlord for the common use of the tenants in the Center.

Landlord reserves these rights with respect to the Common Areas: (a) to establish reasonable rules and regulations for the use of the Common Areas (including without limitation the delivery of goods and the disposal of trash), attached as Exhibit "D"; (b) to use or permit the use of such Common Areas by others to whom Landlord may grant or may have granted such rights in such manner as Landlord may from time to time designate, including but not limited to truck and trailer sales and special promotional events; (c) to close all or any portion of the Common Areas to make repairs or changes, to prevent a dedication of the Common Areas or the accrual of any rights to any person or the public, or to discourage non-customer use or parking; (d) to construct additional buildings in the Common Areas and to change the layout of such Common Areas, including the right to add to or subtract from their shape and size, whether by the addition or relocation of buildings, improvements or otherwise; (e) to enter into operating agreements with respect to the Common Areas; and (f) to do such other acts in and to the Common Areas as in Landlord's judgment may be necessary or desirable.

Landlord covenants that the common and parking areas as shown on the attached Exhibit "A" shall be available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term thereof, provided that the condemnation or other taking of any public authority, or sale in lieu of condemnation, of any or all of such Common and Parking Areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such Parking Area or Areas.

A. Prior to the date of Tenant's occupation of the demised Premises and during Tenant's occupancy, Landlord shall cause said Common and Parking Area or Areas to be graded, blacktopped, lighted and appropriately marked and landscaped.

B. The Landlord shall keep or cause to be kept said automobile parking, lighted and landscaped areas, and Common Areas in a neat, clean and orderly condition, and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner herein set forth. It is understood and agreed that the phrase "expenses in connection with said automobile parking and common areas" as used herein shall be construed to include, but not limited to, all sums expended by Landlord in connection with said automobile Parking and Common Areas for all general maintenance and repairs, resurfacing, painting, restriping, cleaning, sweeping and janitorial services; trash removal, gardening and landscaping; lighting and other utilities; directional signs and other markers and bumpers; personnel and contractors to implement such services and to police the automobile Parking and Common Areas. Landlord shall maintain appropriate comprehensive public liability insurance for the Parking and Common Areas and which shall provide coverage customarily maintained for comparable shopping center property, and which may include additional liability coverage under a blanket or umbrella policy maintained by Landlord. Tenant's share of the cost for such insurance shall be charged and prorated as herein set forth.

11. REAL ESTATE TAXES. Tenant shall pay to Landlord all real estate taxes and assessments levied upon and assessed against the herein demised Premises. Such taxes shall be payable quarterly or monthly at Landlord's discretion, and upon receipt by Tenant of a statement in writing from Landlord setting forth the amount of Tenant's prorated share of such taxes; said share to be paid within ten (10) days after receipt of such statement. Landlord at his option may elect to include the billing for taxes with the monthly statements to Tenant of Common Area (CAM) costs.

In the event the demised Premises are not separately assessed, the taxes on the demised Premises shall be apportioned according to the floor area of the demised Premises, including office areas and mezzanine, if any, as it relates to the total for which a separate assessment shall be made, and which building (or buildings) includes the demised Premises.

Any such tax for the year in which this Lease commences or ends shall be apportioned and adjusted. With respect to any assessment which may be levied against or upon the demised Premises and which, under the laws then in force, may be evidenced by improvement or other bonds, or may be paid in annual installments, Tenant shall be required to pay each year the amount of such annual installment (with appropriate proration for any partial year) and shall have no obligation to continue such payments after the termination of this lease.

The term "Real Estate Taxes" as used herein shall be deemed to mean all taxes imposed upon the real property and permanent improvements constituting the demised Premises, and all assessments levied against said Premises, but shall not include personal income taxes, personal property taxes, inheritance taxes, or franchise taxes levied against the Landlord, but not directly against said property, even though such taxes shall become a lien against said property.

In addition to the Rent hereinbefore provided to be paid, Tenant further agrees to and shall bear, pay, and discharge all taxes, assessments, rates, charges for revenue, imposts, and all levies, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind, nature or description which may be fixed, charged, levied, assessed, or otherwise imposed on the demised Premises or on any or all buildings or improvements thereon, or on any trade or business fixtures in or about the demised Premises.

12. FIRE INSURANCE. Landlord shall maintain fire and extended coverage insurance ("Insurance") throughout the Term of this Lease in an amount equal to at least ninety percent (90%) of the replacement value of the Center which includes the demised Premises. Tenant hereby waives any right of recovery from Landlord, its officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement; and the parties each agree to have the insurance company or companies insuring the property and interest of the Landlord and/or the Tenant against any loss as provided for in the Lease, waive any right of subrogation that it might have against the Landlord or the Tenant, as the case may be. Tenant agrees to pay to Landlord within ten (10) days on demand its prorata share of the cost of said Insurance to be determined by the relationship that the gross floor area of the demised Premises bears to the total gross floor area of the building or buildings for which such policy relates. Landlord may elect to bill Tenant for his prorated share of insurance together with the monthly statements to Tenant of Common Area (CAM) costs.

The cost of said Insurance shall include all costs and expenses paid or incurred by Landlord to obtain and keep in force during the term of this Lease policies of insurance providing coverage for (a) Commercial General Liability, (b) loss or damage to the Building, Property, or Premises, (c) loss of rental income for a period up to one (1) year, which Insurance shall also cover all Operating and CAM Expenses for the same period. Such policies shall provide protection against all perils included with classification of fire, extended coverage, vandalism, malicious mischief, special perils (all risk), sprinkler leakage, and other perils which Landlord deems necessary.

13. UTILITIES. Tenant shall pay before delinquency all charges for water, gas, heat, sewer, electricity, power, telephone service and all other services of utilities used in, upon, or about the demised Premises by Tenant or any of its subtenants, licensees, or concessionaires during the term of this Lease. If any utility is not separately metered Tenant agrees to reimburse Landlord for the cost of said services as part of CAM.

Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall Rent be abated or reduced by reason of, (a) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (b) failure to furnish or delay in furnishing any such service where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by making of necessary repairs or improvements to the Premises, or Center, (c) any change, failure, interruption, disruption, or defect in the quantity or character of, or restrictions on, use of water, electricity, gas, or any other form of energy serving the Premises, Common Areas, or Center. Landlord shall not be liable under any circumstances for a loss or injury to property or business, however occurring, through, in connection with, or incidental to the failure to furnish any such services.

14. MAINTENANCE AND REPAIR. Tenant shall, as further set forth in this Lease, at all times during the term hereof, and at Tenant's sole cost and expense, keep, maintain and repair the Premises and other improvements upon the demised Premises in good and sanitary order and condition (except as hereinafter provided with respect to Landlord's obligations) including without limitation all plumbing and sewage facilities and systems in the Premises, floors (including floor coverings), doors, locks, and closing devices, window casements and frames, glass and plate glass, grilles, all electrical facilities, systems, and equipment, heating and air conditioning (HVAC) systems and equipment, and all other appliances and equipment of every kind and nature, and all landscaping upon, within, or attached to the Premises. In addition, Tenant will at its sole cost and expense install or construct any improvements, equipment, or fixtures required by any governmental authority or agency as a consequence of Tenant's use and occupancy of the Premises. Tenant will replace any damaged plate glass within forty eight (48) hours after the occurrence of such damage.

Landlord will assign to Tenant, and Tenant will have the benefit of, any guarantee or warranty to which Landlord is entitled under any purchase, construction, or installation contract relating to a component of the Premises that Tenant is obligated to repair and maintain. Tenant will have the right to call upon the contractor to make such adjustments, replacements, or repairs that are required to be made by the contractor under such contract.

Landlord may at Landlord's option, employ and pay a firm satisfactory to Landlord, engaged in the business of maintaining systems, to perform periodic inspections of the HVAC systems serving the Premises and to perform any necessary work, maintenance, filter changes, or repair of same. In that event, Tenant will reimburse Landlord for all reasonable amounts paid by Landlord in connection with such employment, and in the manner already set forth in the Lease.

By entering into the demised Premises Tenant shall be deemed to have accepted the demised Premises as being in good and sanitary order, condition and repair and Tenant agrees on the last day of said term or sooner termination of the Lease, to surrender the demised Premises with appurtenances, in the same condition as when received, reasonable use and wear thereof and damages by fire, act of God or by the elements excepted. Tenant shall periodically sweep and clean the sidewalks adjacent to the demised Premises, as needed. Tenant shall utilize such contractors as Landlord shall approve. If repairs required are to Premises of which the demised Premises are a portion thereof, Landlord shall have the right to

cause said repairs to be made and to charge, as Rent, the cost of said repairs to the respective tenants as to their share thereof, which allocation shall be made by Landlord on a reasonable basis.

Subject to the right of reimbursement hereinafter set forth, Landlord shall keep and maintain in good repair the exterior walls, roofs, and sidewalks of the demised Premises and Center, provided, however, any repairs to the roof necessitated as a result of penetration in the roof caused by Tenant, or Tenant's improvements shall be made by Tenant at Tenant's sole expense. Landlord shall not be required to make any repairs to the exterior walls, roofs, and sidewalks of the demised Premises or Center, unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period of time thereafter within which to commence and complete said repairs. Tenant shall reimburse Landlord for its prorata share of the cost of said repairs and maintenance incurred by Landlord; said prorata share to be determined according to the gross floor area of the demised Premises as it is related to the total gross floor area of the building which contains the demised Premises.

15. PREMISES TO BE LEASED "AS IS". Except as set forth in Article 16, Tenant agrees to accept the Premises in "as is" condition and leases same with the understanding that work to be performed pursuant to Tenant's standards and requirements is to be at Tenant's sole cost and expense, and shall not therefore serve to delay commencement of the Lease and date thereof which has been set forth herein. If certain incidental work is to be performed by Landlord, it is to be set forth in the attached Exhibit "B" and Landlord hereby agrees that he will complete the incidental work within the time specified in the Exhibit and in any event shall not be performed by Landlord in any fashion which will prevent Tenant from being open for business. Tenant's work shall be set forth in a set of "Plans and Specifications" attached hereto as Exhibit "C" and which further are in conformity with local building codes and regulations. Landlord shall have the right of prior approval of said Plans and Specifications which when so approved and Permit obtained shall be diligently pursued by Tenant and construction begun and completed by him.

In the event that Landlord and Tenant have entered into an agreement whereby Landlord agrees to perform any portion or all of Tenant's work, then Tenant agrees to an advance payment to Landlord of fifty percent (50%) of an agreed upon sum(s) with the balance of fifty percent (50%) due and payable to Landlord on completion by him of the improvements designated Tenant's work and, in any event, prior to Tenant's move-in.

16. CONSTRUCTION OR ALTERATION OF TENANT PREMISES. Tenant shall timely submit to Landlord for its approval, the plans, specifications and drawings ("Plans") for completion of the demised Premises which Plans, when approved, shall be attached hereto as Exhibit "C" and separate work order. Following such approval, and pursuant to the terms thereof, Landlord agrees that it will, as set forth in a Construction Addendum attached hereto, commence and pursue to completion, by a date certain and set forth in the Construction Addendum, the construction of the improvements to be provided by Landlord to the extent shown on the attached Construction Addendum, including Plans and Specifications further labeled and attached as Exhibit "C", inclusive.

As a condition precedent, and as a further consideration of this Lease, Tenant shall at his sole cost and expense be required to perform and provide those improvements set forth as Tenant's responsibility (if any) in the Construction Addendum and Exhibit "C". Tenant shall be responsible for his own fixturation within the time set forth.

Landlord hereby reserves the right at any time to make alterations of or additions to the building in which the Premises are contained. Landlord also reserves the right to construct other buildings or improvements in the Center from time to time and to make alterations thereof or additions thereof and to build additional stories on any such building or building in the Center. Landlord shall not unduly disturb Tenant's conduct of Tenant's business and shall provide Tenant with timely notice of his intentions to make such alterations or additions to Tenant Premises.

All fixtures, equipment (including HVAC), improvements and appurtenances attached to or built into the Premises at the commencement or during the Term of the Lease (Leasehold Improvements), whether or not by or at the expense of Tenant, shall remain a part of the Premises, shall be the property of the Landlord, and shall not be removed by Tenant, except as expressly provided below, unless Landlord, by Notice to Tenant not later than thirty (30) days prior to the expiration of the Term, elects to have Tenant remove any Leasehold Improvements or fixturation installed by Tenant. In such case, Tenant, at Tenant's sole cost and expense and prior to the expiration of the Term, shall remove the Leasehold Improvements and repair any damage caused by such removal.

All signs, displays, movable partitions, business and trade fixtures, machinery and equipment (excluding HVAC, electrical, and plumbing systems, whether installed by Tenant or not), personal telecommunications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Premises or Center, and all furniture, furnishings, and other articles of movable personal property owned by Tenant and located in the Premises (collectively, Tenant's Property), shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Center resulting from such removal, to Landlord's satisfaction, and at Tenant's sole cost and expense.

17. NON-EXCLUSIVE USE OF PARKING AND COMMON AREAS

A. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, Tenants and their agents, employees, customers, licensees and extensions thereof, for ingress and egress, roadway, sidewalk and automobile parking. If, in the common interest, Landlord shall deem it necessary, Tenant and Tenant's employees, as legally permitted, shall park their automobiles outside of the Center; Tenant shall join with Landlord in making such effort as shall be reasonably necessary in enforcing the foregoing prohibition against Tenant or its employees parking in the Center including but not limited to the placing of identification stickers on employee cars, the towing away of employee cars and the discharge of persistent violators of this prohibition.

B. The Tenant, in the use of said Common and parking Areas, agrees to comply with such reasonable rules and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said Parking and Common Areas.

C. Tenant shall not occupy or use any or all or any portion thereof of the parking spaces provided by Landlord on the Premises for use by its customers therein or permit any other person (the agents and servants of Tenant included) who is not such a customer from said occupation or use without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

18. USE AND BUSINESS RESTRICTIONS.

A. Tenant shall not use, or permit said Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Premises are hereby leased; and no use shall be made or permitted to be made of said Premises, nor acts done, which will increase the existing rate of insurance upon the building in which said Premises may be located (once said rate is established), or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall tenant sell or permit to be kept, used or sold in or about said Premises any article which may be prohibited by standard form of fire insurance policies or government ordinances. Tenant shall, at his sole cost, comply with any and all requirements, maintenance of reasonable fire and public liability insurance, covering said building and appurtenances. In the event Tenant's use of the Premises, as recited in Article 3 herein, results in a rate increase for the Center of which the demised Premises are a part, Tenant shall pay annually to Landlord on demand, on the anniversary date of the Lease, as Additional Rent, a sum equal to that of the entire additional premium occasioned by said rate increase.

B. Subject to the provisions of Article 3 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the demised Premises open for business at least eight (8) hours per day seven (7) days a week, except otherwise agreed to by the parties. This provision shall not apply if the demised Premises should be closed and the business of the Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond reasonable control of Tenant or closed for not more than three (3) days for grievance of deceased relative or employee. Tenant shall keep the demised Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practices.

C. In the event of breach by the Tenant of any of the conditions in this Article contained, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the minimum Rent herein provided, but additional Rent at the rate of one thirtieth (1/30) of the minimum monthly Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided.

19. ALTERATIONS. Tenant shall not make, or suffer to be made, any alterations or improvements to the demised Premises, or any part thereof, without the prior written consent of Landlord. Landlord's consent, within seven (7) days, may be conditioned, without limitation, on Tenant removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work to be performed by Tenant shall comply with all applicable laws, ordinances, codes and rules of any public authority and shall be done in a professional manner by properly qualified and licensed personnel approved by Landlord. All work shall be diligently prosecuted to completion. Prior to commencing any such work, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, copies of all necessary permits, evidence of contractor's or subcontractor's insurance, workers' compensation, employer's liability, and indemnification in a form reasonably satisfactory to Landlord. The work shall be performed in a manner that shall not interfere with the quiet enjoyment of the other tenants in the Center. Upon completion, Tenant shall furnish a copy of "as built" plans to Landlord.

20. MECHANIC'S AND OTHER LIENS. Tenant shall neither permit nor suffer any mechanic's liens, or liens to be filed against Landlord's property, the Center, demised Premises, or any part thereof or against Tenant's leasehold interest therein by reason of any work, labor, or materials done on or in, or supplied to, the leased Premises at Tenant's request or the request of any of Tenant's agents, employees, or subtenants. Any notice of Pre-Lien must be delivered to

the address given in Article 39. Should any such lien be filed, Tenant agrees to and shall cause to be promptly removed forthwith such lien, and shall be considered in default of Lease, as further stipulated in Article 32, until that time.

Should Tenant fail to discharge any such lien or furnish a bond against foreclosure thereof, Landlord may, but shall not be obligated to discharge the same or take such action as it deems necessary to prevent a judgment of a foreclosure on said lien from being executed against the property, and all costs and expenses including reasonable attorney's fees incurred by Landlord, shall be repaid by Tenant to Landlord on written demand therefor.

Nothing in this Lease shall be construed as in any way constituting a consent or request by Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialmen, for the performance of any labor or the furnishings of any materials for any specific or general improvements thereon or to any part thereof. Landlord shall have the right in the event of any construction, alteration, repair, or work on, or to the demised Premises, or to any part thereof, to post and file such notices of non-responsibility as are now or shall hereafter be provided by law. To enable Landlord to post such notices of non-responsibility Tenant hereby agrees to notify Landlord in writing fifteen (15) days or more prior to any construction, alteration, or repair, to the demised Premises

21. COMPLIANCE WITH LAWS. Tenant shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of said Premises, and shall faithfully observe in said use all municipal ordinances and state and federal statutes now in force or which shall hereinafter be in force. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between the Landlord and Tenant.

Tenant shall not commit, or suffer to be committed, any waste upon the demised Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Center in which the demised Premises are located.

22. GAMING DEVICES. Gaming devices or gambling machines may be leased, installed, operated and/or maintained by Tenant on the demised Premises but only with the prior written approval of the Landlord, and only then if Tenant is in full compliance with applicable laws governing gaming.

23. PERSONAL PROPERTY TAXES. During the term hereof Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the demised Premises, and when legally possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of the Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with the Landlord's real property, the Tenant shall pay to Landlord its share of such taxes within fifteen (15) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to the Tenant's property.

24. INDEMNIFICATION. This Lease is made on the expressed condition that Landlord is to be free from all liability, and Tenant indemnifies Landlord, against loss by reason of injury to person or property, whatever cause, while in or about the demised Premises, any way connected with the demised Premises, or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Tenant, his agents, officers, and employees arising from: (a) Tenant's use and occupancy of the Premises, the Center, and any work, activity, or thing done, or allowed or suffered by Tenant, in or about the Premises or Center, (b) any breach or default by Tenant of any of Tenant's obligations under this Lease, (c) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees, subtenants, licensees, customers, guests, or contractors (including agents of contractors who perform work outside of the Premises for Tenant). At Landlord's request, Tenant shall, at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim. Tenant shall indemnify Landlord against all costs, including attorney's fees, expert witness fees and other expenses or liabilities incurred in such action or proceeding. As a material part of the consideration of Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause and Tenant hereby waives all claims in respect thereof against Landlord, except in connection with damage or injury resulting solely from the gross negligence or willful misconduct of Landlord or its authorized agents.

Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of systems, whether such damage or injury results from conditions arising upon the Premises or Center or from other sources, unless the conditions constitute the sole result of Landlord's gross negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or omission of any other tenant in the Center, or for acts of persons in, or about the Premises or Center who are not the authorized agents of Landlord, or for losses due to theft, vandalism, or like causes. All of the above indemnity shall survive the expiration or termination of the Lease.

Landlord will indemnify Tenant, its officers, directors, members, shareholders, partners, lenders, agents, and employees against, and hold them harmless from, any and all demands, claims, causes of action, fines, penalties, damages

(including without limitation consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising in the Common Areas, except in connection with damage or injury resulting solely from the gross negligence or willful misconduct of Tenant or its authorized agents, officers, etc.

If any action or proceeding is brought against Tenant, its shareholders, partners, lenders, employees, or agents, by reason of any such claim, Landlord, upon notice from Tenant, will defend the claim at Landlord's expense with counsel reasonably satisfactory to Tenant. This indemnification will survive the expiration or termination of this Lease.

Tenant acknowledges that Landlord's election to provide mechanical surveillance or post security personnel in the Center is solely within Landlord's discretion. Landlord shall have no liability in connection with the decision whether or not to provide such services, and to the extent permitted by law, Tenant hereby waives all claims based thereon.

25. TENANT'S INSURANCE. Tenant agrees to and shall at his own cost and expense procure and maintain during the entire lease Term and any extensions thereof, Comprehensive General Liability (ISO occurrence form CG 00 01) insurance covering the demised Premises and their surrounding areas with limits of not less than Two Million Dollars (\$2,000,000.00) for injury to any one person, for injury to two or more persons arising out of the same accident, and for property damage and specifically insuring performance by Tenant of his indemnity agreement set forth in this Article. Such insurance shall (1) be procured from an insurer authorized to do business in Nevada and either approved in writing by Landlord or rated "A+" or better in Best insurance reports, or equivalent if Best's rating system is discontinued; (2) provide primary excess coverage; (3) name Landlord and Landlord's property manager as an additional insured; (4) waive subrogation rights, if any, which the insured may have against Landlord by reason of any claim, liability, loss or expense as described in this section; and (5) require that Landlord be given at least twenty (20) days written notice before any such insurance can be canceled or changed with respect to parties, coverage, or limits of liability. Tenant shall, prior to Commencement of the lease Term, deliver to Landlord a copy of such policy or policies, or Evidence of Insurance (ACORD 27 or equivalent), in the case of blanket coverage, together with satisfactory evidence that the premiums have been paid and not less than fifteen (15) days before each expiration of any such insurance coverage during the lease term (and any extensions thereof) shall deliver to Landlord satisfactory evidence that such insurance has been renewed and that the required premium or premiums therefore have been paid.

In addition to the above, Tenant shall also be required to obtain coverage for the following: (a) Worker's Compensation insurance as required by law, (b) Commercial Property Insurance (ISO special causes of loss form CP 10 30) against all risks of direct physical loss or damage, earthquake excepted, to Leasehold Improvements, trade fixtures, merchandise, and Tenant's personal property located in or about the Premises, (c) Business Auto Liability, (d) business income interruption insurance (otherwise known as Rent continuation coverage).

If, because of Tenant's Use or occupancy of the Premises, Landlord determines, in Landlord's reasonable judgment, that additional insurance coverage or different types of insurance are necessary, then Tenant shall obtain such insurance at Tenant's expense, upon written request of Landlord.

26. ENTRY AND INSPECTION. Tenant shall permit Landlord and its agents to enter into and upon the demised Premises at all reasonable times for the purpose of inspecting the same for the purpose of maintaining the Center in which said Premises is situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences, and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which the Premises are located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above without any rebate of Rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. Tenant shall permit Landlord, at any time within sixty (60) days prior to the expiration of this Lease, to place upon said Premises any usual or ordinary "For Lease" signs and during such thirty (30) days period Landlord or its agents may, during normal business hours, enter upon said Premises and exhibit same to prospective Tenants.

27. ABANDONMENT. Tenant shall not vacate or abandon the demised Premises at any time during the term of this Lease; and if Tenant shall abandon, vacate or surrender the demised Premises or be dispossessed by process of law, or otherwise, any personal property, trade fixtures, merchandise, and the like belonging to Tenant and left on the demised Premises shall be deemed to be abandoned, and shall become, without further action, the property of Landlord, at the option of the Landlord, except such property as may be mortgaged to Landlord or another party. Landlord shall have the right to dispose of said property in any manner befitting Landlord, inclusive of sale of said property for profit.

28. SIGNS. Tenant may not install, on or about the Premises or Common Area, signs, advertising placards, names, insignia, trademarks and descriptive material until having first received the written approval of Landlord as to size, type, color, location, copy, nature and display qualities. Landlord shall provide to Tenant a Sign Criteria for Tenant Space(s) which constitutes a part of this Lease, and is attached hereto as Exhibit "E".

Further, Tenant shall not be permitted to park any vehicle in the parking lot or Common Area, whether it be a trailer, auto, van, truck, or the like which displays any service or product which Tenant sells at his Premises or elsewhere.

Notwithstanding the above to the contrary, Tenant may use a parking space for a vehicle which displays Tenant's services, product information and location provided such use is consistent with Tenant's use for moving goods or material, providing services or delivering products during the normal course of a business day and further provided that Tenant parks said vehicle within reasonable proximity to Tenant's Premises.

Upon expiration of the Lease, it shall be Tenant's responsibility to remove all installed signage promptly, at his own expense, and restore the Premises and fascia (including patching and painting) to its pre-lease condition. Landlord reserves the right to appropriate and apply any portion of Tenant's Security Deposit for any repair work required to restore any area damaged by Tenant's signage on or about the Premises, fascia or Common Area.

29. AUCTIONS AND SIDEWALK SALES. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the demised Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant shall not conduct, or permit to be conducted, any sales of merchandise or services from sidewalk area or parking lot unless Tenant shall have requested and obtained approval in writing from Landlord at least fifteen (15) days prior to such sale, which request shall include the purpose and nature of same.

30. DAMAGE AND DESTRUCTION OF PREMISES. In the event of (a) partial destruction of said Premises or the building containing same during said Term which requires repairs to either said Premises or said buildings, or (b) said Premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either said Premises or said building, Landlord shall forthwith make said repairs provided Tenant gives to Landlord thirty (30) days written notice of the necessity therefor. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of minimum guaranteed rental while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in said Premises. However, if during the last four (4) years of the Term of this Lease the building is damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five (25 %) percent of its then replacement cost, (excluding foundation(s), Landlord may within sixty (60) days following the date such damage occurs terminate this Lease by written notice to Tenant. If Landlord, however, elects to make said repairs, and provided Landlord uses due diligence in making said repairs, this Lease shall continue in full force and effect and the minimum guaranteed rental during the period of reconstruction shall be proportionately reduced as hereinabove provided. If Landlord elects to terminate this Lease all rentals shall be prorated between Landlord and Tenant as of the date of such destruction.

The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof as a result of a casualty not insured against, Landlord may within thirty (30) days following the date of such destruction terminate this Lease upon written notice to Tenant.

31. SECURITY DEPOSIT APPROPRIATION BY LANDLORD. Tenant agrees that if the Tenant shall fail to pay the Rent herein reserved promptly when due, said Security Deposit may, at the option of the Landlord (but the Landlord shall not be required to) be applied to any Rent due and unpaid, and if the Tenant violates any of the other terms, covenants, and conditions of this Lease, said Deposit shall be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered.

Nothing contained in this Article shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided in Article 32 hereof, or by law or in equity. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant here, then Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said Security Deposit to its original amount, and Tenant's failure to do so within fifteen (15) days after receipt of such demand, shall constitute a breach of the Lease. Should Tenant comply with all of the terms, covenants, and conditions of this Lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, said Security Deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon earlier termination of this Lease pursuant to the provisions of Article 47 hereof. Landlord shall have the right to commingle said Security Deposit with other funds of Landlord. Landlord may deliver the funds deposited herein by Tenant to the purchaser of Landlord's interest in the demised Premises in the event that such interest be sold, and there upon Landlord shall be discharged from any further liability with respect to such Deposit.

32. DEFAULT. In the event of any breach of this Lease by Tenant, the Landlord shall notify the Tenant in writing of such breach, and Tenant shall have seven (7) days in which to cure any such breach as to payments of Rent or other sums due hereunder, and ten (10) days to cure any other breach, and if Tenant shall fail to cure such breach or default within such time limit then Landlord, besides other rights or remedies Landlord may have, shall have the right to:

A. Immediately terminate Tenant's right to possession of the Premises, and repossess the same by process of law, summary proceedings or other appropriate action, and Landlord shall thereupon be entitled to receive

from Tenant all damages specified by law, including, without limitation, the right to receive the worth at the time of award of the unpaid Rent which has been earned at the time of termination; the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; and any other amount necessary to compensate the Landlord for all the detriment approximately caused by the Tenant's failure to perform its obligations under this Lease, or which in the ordinary course would be likely to result therefrom, including, but not limited to, reasonable attorney's fees and court costs; all of which damages shall be computed by allowing interest at the maximum rate permitted by law.

B. Continue this lease in effect without terminating Tenant's right to possession even though Tenant has breached this Lease and abandoned the demised Premises; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due under this Lease provided, however, that Landlord may at any time thereafter elect to terminate this lease for such previous breach by retaking possession of the Premises and notifying Tenant in writing that Tenant's right to possession of the Premises has been terminated. No retaking of possession by Landlord shall be deemed to terminate Tenant's right to possession unless such written notice of termination is given to Tenant. If Tenant shall fail to pay, when the same is due and payable, any Rent or any additional Rent, or amounts or charges of the character described herein, such unpaid amount shall bear interest from the due date thereof to the date of payment at the highest rate allowable by law.

All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

To secure the payment of all Rent and its performance of this Lease, Tenant grants to Landlord an express first and prior contractual lien and security interest on all property (including fixtures, equipment, chattels, and merchandise) that may be placed in the Premises, and also upon all proceeds of any insurance that may accrue to Tenant by reason of the destruction or damage of that property. Tenant will not remove that property from the Premises (except in the ordinary course of business) without the written consent of Landlord until all arrearages in Rent have been paid. Tenant waives the benefit of all exemption laws in favor of this lien and security interest. This lien and security interest is given in addition to Landlord's statutory lien and is cumulative with it. Upon the occurrence of an Event of Default, these liens may be foreclosed with or without court proceedings by public or private sale, so long as Landlord gives Tenant at least fifteen (15) days' notice of the time and place of the sale. Landlord will have the right to become the purchaser if it is the highest bidder at the sale. Contemporaneously with its execution of this Lease, and if requested by Landlord after such execution, Tenant will execute and deliver to Landlord Uniform Commercial Code financing statements in form and substance sufficient (upon proper filing) to perfect the security interest granted in this Article. If requested by Landlord, Tenant will also execute and deliver to Landlord Uniform Commercial Code continuation statements in form and substance sufficient to reflect any proper amendment of, modification in, or extension of the security interest granted in this Article.

33. **INSOLVENCY OF TENANT.** Tenant agrees that in the event all or substantially all of its assets be placed in the hands of a receiver or trustee, and in the event such receivership or trusteeship continue for a period of ten (10) days, or should Tenant make an assignment for the benefit of creditors, or adjudicated a bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act wherein Tenant seeks to be adjudicated a bankrupt, or seek to be discharged of its debts, or should any voluntary proceeding be filed against such Tenant under such bankruptcy laws and Tenant consents thereto or acquiesces therein by pleading or default, then this Lease or any interest in and to the demised Premises shall not become an asset in any of such proceedings and in any of such events and in addition to any and all rights or remedies of Landlord hereunder or as provided by law, it shall be lawful for Landlord at his option to declare the Term hereof ended and to re-enter the demised Premises and take possession thereof and remove all persons therefrom and Tenant shall have no further claim therein or hereunder.

34. **NO ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or any interest therein, and shall not sublet the demised Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the demised Premises or any portion thereof, without first obtaining the written consent of Landlord.

If the Tenant be a corporation, a subsequent change in ownership of fifty percent (50%) or more of the capital stock of Tenant shall be deemed a prohibited assignment within the meaning of this section.

If, at any time or from time to time during the Term hereof, Tenant desires to assign this Lease or sublet all or any part of the Premises, and if Tenant is not then in default under the terms and conditions of the Lease, Tenant shall submit to Landlord a written request for approval setting forth the terms and provisions of the proposed assignment or sublease, the identity of the proposed assignee or subtenant, and a copy of the proposed form of assignment or sublease. Tenant request for consent shall be submitted to Landlord at least thirty (30) days prior to the intended date of such transfer. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld. In no event however, shall Landlord be required to consent to any assignment or sublease (a) to an existing tenant in the Center, or (b) that may violate any restrictions contained in any mortgage, lease, or other agreement affecting the Center.

Notwithstanding anything contained herein to the contrary, if Tenant is a limited or general partnership (or is comprised of two (2) or more persons, individually, or as co-partners, or entities), the change or conversion of Tenant to a (a) a limited liability company, (b) a limited liability partnership, or (c) any other entity which possesses the characteristics of limited liability, shall be prohibited unless the prior written consent of Landlord is obtained.

Landlord's approval and consent of any of the above shall be conditioned, among other things, on Landlord's receiving adequate assurances of future performance under this Lease, and sublease or assignment. In determining the adequacy of such assurances, Landlord may base its decision on such factors as it deems appropriate, including, but not limited to: (a) that the source of Rent and other consideration due under this Lease, and the financial condition, net worth, and operating performance and business experience of the proposed assignee and its guarantors, if any, shall be equal to or greater than that of Tenant, (b) that any assumption or assignment of this Lease will not result in increased cost or expense, wear and tear, greater traffic or demand for services and utilities provided by Landlord, and will not disturb or be detrimental to other tenants of Landlord, (c) whether the proposed use will include the use of Hazardous Materials, or will in any way increase the risk to Landlord, (d) the assumption or assignment will not disrupt any tenant mix or balance in the Center.

The assignment or sublease shall be on the same terms and conditions set forth in the written request for approval given to Landlord, or, if different, upon terms and conditions consented to by Landlord.

Any sums or other economic considerations received by Tenant as a result of such assignment or subletting, however denominated, which exceed, in aggregate the total sums which Tenant is obligated to pay Landlord under this Lease plus any real estate brokerage commissions of fees paid to third parties in connection with such assignment or subletting, shall be shared equally by Tenant and Landlord as Additional Rent under this Lease without effecting or reducing any other obligations of Tenant hereunder.

No assignment or subletting shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay Rent and to perform all other obligations to be performed by Tenant hereunder. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or sublets of the Lease or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

If Tenant assigns this Lease or sublets the Premises or requests the consent of Landlord to any assignment, subletting, then Tenant shall, upon demand, pay Landlord whether or not the consent is ultimately given, an administrative fee of five hundred dollars (\$500.00) plus any other reasonable costs and expenses incurred by Landlord in connection with each act or request.

Consent by Landlord to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically releases the original named Tenant from said liability. Any assignment or subletting without the prior written consent of Landlord shall be void, and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor any interest therein, be assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord.

35. SURRENDER OF LEASE. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sublease or subtenancies, or may, at the option of Landlord, operate as an assignment to him of any or all of such subleases or subtenancies.

36. SALE OF PREMISES BY LANDLORD AND QUIET ENJOYMENT. In the event of any sale by Landlord of Landlord's property and/or Center containing the Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the demised Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Tenant, upon payment of Rent and performance of all of its obligations under this Lease, shall peaceably, quietly and exclusively enjoy possession of the Premises without unwarranted interference by Landlord or anyone acting or claiming through Landlord, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

37. ATTORNEY'S FEES. In the event the Landlord finds it necessary to retain legal counsel in connection with enforcement or default by the Tenant in any of the agreements or covenants contained in this Lease, Tenant shall pay reasonable attorney's fees and all court costs incurred.

In the event of any litigation by either party regarding this Lease, the prevailing party shall be entitled to recover for reasonable attorney's fees and costs of appeal thereof in such amount as the court may affix.

38. **HOLDING OVER.** Any holding over after the expiration of the term of this lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, cancelable by either party upon thirty (30) days advance written notice, and at a rental rate equal to one hundred fifty percent (150%) of Rent as existed during the last month of the term hereof.

39. **NOTICES.** Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing, delivered in person or forwarded by certified mail, postage prepaid, return receipt requested, addressed as follows:

To: Landlord

SPOAKS, LLC
2500 W. Sahara Ste. 211
Las Vegas, Nevada 89102

To: Tenant

Golden Penny Enterprises
1 Ironsides #3
Marina Del Rye CA 90292

Either party may change such address by written notice by certified mail to the other.

40. **SUCCESSORS IN INTEREST.** The covenants herein contained shall, subject to the provisions as assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

41. **TENANT'S PERFORMANCE.** In the event Tenant shall fail within any time limits which may be provided herein to complete any work or perform any other requirements provided to be performed by Tenant prior to the commencement of the Term hereof, or in the event Tenant shall cause a delay in the completion of any work, Landlord may send Tenant written notice of said default and if said default is not corrected within fifteen (15) days thereafter, Landlord may by written notice prior to the curing of said default terminate this Lease. Landlord hereunder may retain any improvements and such improvements as Tenant may have annexed to the realty that cannot be removed without damage thereto.

42. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, conditions, and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

43. **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Article contained shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease.

44. **TIME.** Time is of the essence of this Lease.

45. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.** As used in this Lease and whenever required by the context thereof, each number, both singular or plural, shall include all numbers, and in each gender shall include all genders. Landlord and Tenant as used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a corporation, co-partnership, individual or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity. All covenants herein contained on the part of Tenant shall be joint and several.

46. **SUBORDINATION, ATTORNMENT.** Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any first mortgage or first deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the land and building of which the demised Premises are a part, and upon any buildings hereafter placed upon the land of which the demised Premises are a part, and to all advances made of hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord including the demised Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Within ten (10) days after request by Landlord, or in the event that any sale, assignment or hypothecation of the Center containing the Premises, or the land thereunder owned by Landlord is made, an offset statement shall be required from Tenant, and Tenant agrees to deliver in recordable form a certificate addressed to any such proposed mortgagee or purchaser or to the Landlord certifying that this Lease is in full force and effect (if such be the case) and that there are no differences or offsets thereto claimed by Tenant.

47. EMINENT DOMAIN.

A. DEFINITION OF TERMS: The term "total taking" as used in this Article means the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises or Center under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Tenant's business therein. The term "partial taking" means the taking of a portion only of said Premises which does not constitute a total taking as above defined.

B. TOTAL TAKING: If during the term hereof there shall be a total taking by public authority under the power of eminent domain, then the leasehold estate of Tenant in and to the Premises shall cease and terminate as of the date actual physical possession thereof shall be so taken.

C. PARTIAL TAKING: If during said term there shall be a partial taking of the Premises, this Lease shall terminate as to the portion of the Premises taken upon the date which actual possession of said portion of said Premises is taken pursuant to said eminent domain proceedings, but said Lease shall continue in force and effect as to the remainder of said Premises. The minimum annual rental payable by Tenant for the balance of said Term shall be abated in the ratio that the square footage of floor area of the Premises taken bears to the total floor area of the Premises at the time of such taking.

D. ALLOCATION OF AWARD. All compensation and damages for the taking of the Premises or the common facilities, or any portion or portions thereof, shall, except as otherwise herein provided, belong to and be the sole property of Landlord, and Tenant shall not have any claim or be entitled to any award for diminution in value of its leasehold hereunder or for the value of any unexpired term of this Lease; provided, however, Tenant shall be entitled to any award that may be made for the taking of or injury to, or on account of any cost or loss Tenant may sustain in the removal of Tenant's merchandise, fixtures, equipment and furnishings.

E. EFFECT OF TERMINATION. If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Article, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the Premises taken, shall be paid up to the date upon which actual physical possession shall be taken by the condemnor, and the parties shall thereupon be released from all further liability in relation thereto.

F. VOLUNTARY SALE. A voluntary sale by Landlord to any public body or agency having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purpose of this Article.

48. OTHER TAXES. Tenant shall pay to Landlord any and all excise, privilege and other taxes, other than net income and estate taxes levied or assessed by any federal, state or local authority upon the Rent received by the Landlord hereunder, and Tenant shall bear any business tax imposed upon Landlord by any governmental authority which is based or measured in whole or in part by amounts charged or received by Landlord from Tenant under this Lease, provided the Tenant shall pay only the amount of such business tax that would be payable by Landlord if the demised Premises were the only property of the Landlord.

49. ESTOPPEL CERTIFICATE. Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing on Landlord's form (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured faults on the part of Landlord hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Premises or Center. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's Rent has been paid in advance. If Landlord desires to finance or refinance the Premises, or any part thereof, Tenant agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

50. NO PARTNERSHIP; BROKERS.

A. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant.

B. Tenant represents and warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord's broker (Gatski Commercial Real Estate Services-Nick Barber) and Tenant's broker (The Equity Group- Chris Clifford), and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions, and charges claimed by any other broker or other licensed agent, with respect to this Lease or the negotiation thereof unless such other broker or agent has entered into a written agreement with Landlord or Landlord's broker with respect to this Lease, and which compensation or commission will be paid only upon actual consummation of a Lease which has been signed by Landlord and Tenant and execution thereof, and occupancy by Tenant.

51. CAPTIONS AND SECTION NUMBERS. The captions, section numbers, Article numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or Articles of this Lease nor in any way affect this Lease.

52. RECORDING. Tenant shall not record this Lease.

53. ENTIRE AGREEMENT. This Lease, along with any exhibits and attachments hereto, constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant hereby agree that all oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are either merged into this Lease, or if absent, revoked by this Lease.

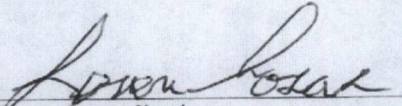
54. OPTION TO EXTEND THE TERM OF THE LEASE. Subject to an Addendum attached hereto and made a part hereof, Tenant is hereby granted and shall, if not at the time in default under this Lease, have an Option to extend the Term of this Lease for an additional one (1) period of five (5) years, and only from the Expiration Date hereof (or extended period thereof) but generally on the same terms, covenants and conditions herein contained, except that the monthly Rent shall be determined in accordance with that as set forth in said Addendum.

The Option, if granted by Landlord, shall be exercised by written notice setting forth Tenant's election to exercise the Option delivered to Landlord by United States mail certified mail, postage fully prepaid, return receipt requested, at least ninety (90), but no more than one hundred twenty (120) days prior to expiration of the term hereof.

Each Option granted to Tenant in this Lease is personal to the original Tenant and may be exercised only by the original Tenant while occupying the Premises who does so without the intent of thereafter assigning this Lease or subletting the Premises or any portion thereof, and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Tenant. The Option(s), if any, herein granted to Tenant is not assignable separate and apart from this Lease, nor may any Option be separated from this Lease in any manner, either by reservation or otherwise.

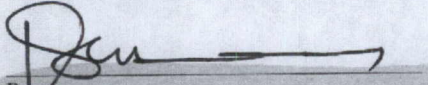
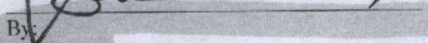
IN WITNESS WHEREOF, the parties have duly executed this Lease together with the herein referred to Exhibits which are attached hereto, the day and year first above written.

Tenant: Golden Penny Enterprises


By: Jerome Kosak
Its: Owner

7/31/13
Date

Landlord:
SPOAKS, LLC


By: 
Its: MANAGER

8-8-13
Date

Personal Guaranty of Lease

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Guarantor") hereby unconditionally and irrevocably guarantees Tenant's full and faithful performance of each and every term, covenant and condition of the attached lease (the "Lease"), including, but not limited to, the payment of all rent (and other sums to be paid to Landlord by Tenant) at the time and in the manner as required by the Lease. No amendment, modification, extension, release, waiver or compromise of the Lease, or of any term, covenant or condition thereof; or of any party thereto, shall affect to terminate or impair this Guaranty, and this Guaranty shall remain in full force and effect notwithstanding any such event.

The undersigned hereby agrees to indemnify Landlord against, and to hold Landlord free, clear and harmless from, any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of or by reason or the assertion by Tenant of any defense to its obligations under the Lease or the assertion by Guarantor of any defense to its obligations hereunder. Guarantor waives any right or claim or right to cause a marshaling of Tenant's assets or to require Landlord to proceed against Guarantor or Tenant or any security for the Lease or this Guaranty in any particular order and Guarantor agrees that any payments or performance required to be made hereunder shall become due upon demand in accordance with the terms hereof immediately upon the happening of a default under the Lease, whether or not Guarantor has been given notice of such default, and Guarantor hereby expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors, including, but not limited to, notice of demand, notice of default, any failure to pursue Tenant or its property, any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation and any defense arising by reason of any defense of Tenant or by reason of the cessation of the liability of Tenant or any defense by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the said Lease, or by reason of summary or other proceedings against Tenant.

No delay on Landlord's part in exercising (or giving notice at) any right, power or privilege under this Guaranty, the Lease or any other document executed in connection therewith, shall operate as a waiver of any such privilege, power or right.

Guarantor agrees that any judgment rendered against Tenant for monies or performance due Landlord shall in every and all respects bind and be conclusive against Guarantor to the same extent as if Guarantor had appeared in any such proceeding and judgment therein had been rendered against Guarantor. Guarantor subordinates to Tenant's obligations to Landlord all indebtedness of Tenant to Guarantor, whether now existing or hereafter contracted, whether direct or indirect, contingent or determined.

The terms, covenants and conditions contained in this Guaranty shall inure to the benefit of, and be binding upon, the successors and assigns of Landlord and Guarantor, respectively.

If any term, covenant or condition of the Guaranty, 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 Guaranty, 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.

This Guaranty may not be modified, amended, terminated or changed except in a written document duly executed by Landlord and Guarantor.

In this Guaranty, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. This Guaranty shall be construed in accordance with its intent and without regard to any presumption or other rule requires construction against the party causing the same to be drafted.

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Guaranty.

Should Guarantor consist of more than one person or entity, then, in such event, all such persons and entities shall be jointly and severally liable as Guarantor hereunder. This Guaranty shall be a continuing guaranty and the liability of the Guarantor shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of the lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns or a changed or different use of the Premises consented to in writing by Landlord or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to the Guarantor.

AGREED AND ACCEPTED:

Dated this 31 day of July, 2013


By: Robert Susnar, Personal Guarantor

LEASE ADDENDUM

FURTHER TO THAT CERTAIN LEASE DATED JULY 31 2013, AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED:

Notwithstanding provisions in the Lease which may exist to the contrary, SPOAKS, LLC, hereinafter "Landlord", and GOLDEN PENNY ENTERPRISES LLC, hereinafter "Tenant", do hereby agree that should any of the terms and conditions of the Lease be in conflict with those contained herein, then the terms and conditions set forth herein shall control, as follows:

RENT SCHEDULE

Provided Tenant is not in default and has faithfully performed under the terms and conditions of the Lease and Addendum hereto, as determined by Landlord, and in consideration of the concessions and improvements being provided, Landlord shall provide the following Rent Schedule:

PERIOD	MONTHLY BASE RENT DUE
Year 2	\$4,835.00
Year 3	\$4,980.00
Year 4	\$5,130.00
Year 5	\$5,285.00
Year 6	\$5,440.00

Rent for the first year of the Lease shall be abated. Rent for the first month of Year 2 in the amount of Four Thousand Eight Hundred Thirty Five Dollars (\$4,835.00) shall be due and payable to Landlord upon execution of the Lease. Likewise, if a prorated amount is due for a partial month, it too shall be due in addition to a full month.

COMMON AREA MAINTENANCE (CAM) RENT

In addition to the Minimum Monthly Rent due, Tenant hereby agrees to pay CAM Rent as further defined in Paragraphs 9, 10, 11, 17, and 24 of this Lease, and as invoiced by Landlord. Said CAM Rent is due and payable on or before the fifteenth (15th) day of each and every month, with the first payment being due when business opens to the public or upon Certificate of Occupancy issued, whichever occurs first.

LICENSES

Tenant's application of all necessary licenses to operate a tavern in the City of Las Vegas shall be within thirty (30) days of Lease execution, with copies of same provided to Landlord. Landlord will cooperate with the application process as far as furnishing signatures and the like where required by licensing agencies.

LIQUOR LICENSE

The existing Liquor License shall be purchased from Landlord for Forty Thousand Dollars (\$40,000.00) and after governmental approval of same. If Tenant is denied the liquor and/or gaming license then the Lease is void and Landlord will return all sums paid to that date by Tenant, Tenant will relinquish all rights to the Liquor License, but Landlord shall retain the Security Deposit if more than six (6) months has passed since Lease execution.

After approval of the Liquor License, Tenant to pay Landlord Forty Thousand Dollars (\$40,000.00) by the following schedule: Two Thousand Five Hundred Dollars (\$2,500.00) per month for twelve (12) consecutive months beginning on the first (1st) day of the first (1st) month immediately following the approval of the Liquor License, and then one payment of Ten Thousand Dollars (\$10,000.00) on the thirteenth (13th) month. The Liquor License shall be returned to Landlord at the termination of the Lease, for any reason, at no cost to Landlord.

CONSTRUCTION CONTROL

A Construction Control Account shall be established with Landlord to pay all contractors used to perform work or supply materials including Furniture, Fixtures, and Equipment. All contracts are subject to Landlord approval and shall be in accordance with the separate WORK LETTER signed by both the Landlord and Tenant. Tenant will cause no liens to be placed upon the property.

LIFE SAFETY (FIRE SPRINKLERS), AND IMPROVEMENTS

All life safety devices and improvements to the Premises shall be the sole responsibility of the Tenant. If the City of Las Vegas requires a sprinkler system, either party has the right to terminate the Lease, and Tenant shall receive a refund of all sums paid by Tenant to Landlord with the exception of the initial \$15,000.00 that the Tenant shall deposit with the Landlord for "pre-licensing" tenant improvements. All plans for construction will only be submitted with Landlord's approved consultant's cover letter after Landlord and Tenant review of same. Cost of using consultant shall be paid by the Tenant. Landlord shall warrant all HVAC and electrical provided by Landlord for the first eighteen (18) months of the Lease Commencement Date. All manufacture warranties shall be granted to Tenant for HVAC and electrical provided by Landlord. Except for the aforementioned, the space is being leased to Tenant "as is".

SANITATION DISTRICT ASSESSMENT

Tenant shall be solely responsible for and agrees to pay for any assessment by the Sanitation District which fees result from changes made by the Tenant to the existing plumbing and drain lines in or to the leased Premises. Tenant shall pay in full any such assessments when levied, even if such assessment is levied against the property and its owner and which would otherwise cause payment to be made by Landlord. Such assessment shall be considered Rent due and payable to Landlord at the same time the next monthly Rent payment is due.

SIGNAGE

Tenant shall be allowed the area on the pylon sign where former tenant's spaces are. All Tenant signage is subject to Landlord approval and the Sign Criteria attached as Exhibit "F".

TRASH REMOVAL

Tenant agrees to maintain his own dumpster(s) and trash collection service at his sole expense. Landlord has provided Tenant with an area to locate dumpster, and Tenant agrees to keep this trash collection area clean at all times, at his own expense. Tenant shall not be responsible to additionally pay for trash collection with respect to CAM.

GREASE TRAP SERVICE

Tenant shall also employ at his sole expense, and maintain during the term of this Lease, a plumbing service to clean out the grease trap and related lines a minimum of once monthly. Receipts of said service and service contract to be provided to Landlord. In the event that Tenant does not satisfactorily service grease trap and related lines, as determined by Landlord, then

Landlord may elect to contract directly with a vendor to provide same service, the cost of which Tenant agrees to pay.

BROKERAGE FEE

Any brokerage fee due to the brokers named in the Lease shall be paid by Landlord within five (5) days upon successful completion of all the following: Certificate of Occupancy, approval of all licenses Tenant for which Tenant applies necessary for the establishment of a tavern business, and the opening of the business to the public.

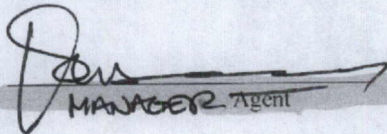
OPTION TO EXTEND THE TERM OF THE LEASE

Provided that Tenant is not in default with this Lease and has faithfully performed under all the terms and conditions of the Lease and Addendum hereto including payment of Rent and CAM Rent, as determined by Landlord, Tenant is hereby granted the right to Extend the Term of the Lease for one (1) period of five (5) years. Said Extension requires written notification by Tenant to Landlord, with notification of Tenant's intent to Extend the Term of the Lease stipulated in Article 54 of the Lease. Rent during said Option Period shall be as follows:

OPTION PERIOD 1	MONTHLY BASE RENT DUE
Option Year 1	\$6,445.00
Option Year 2	\$6,650.00
Option Year 3	\$6,850.00
Option Year 4	\$7,050.00
Option Year 5	\$7,270.00

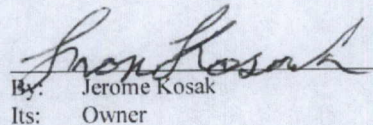
AGREED AND ACCEPTED:

LANDLORD:
SPOAKS, LLC


MANAGER Agent

8-8-13
Date

TENANT:
GOLDEN PENNY ENTERPRISES LLC


By: Jerome Kosak
Its: Owner

July 31 2013
Date

For and in consideration of the agreement to lease the Premises and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Tenant's Initial Plans; the Work.** Tenant desires Landlord to perform certain leasehold improvement work in the Premises in substantial accordance with the proposal (the "Initial Plan"), prepared by Dave Downey, dated 8/1, 2013, a copy or copies of which is/are attached hereto. Such work, as shown in the Initial Plan and as more fully detailed in the Working Drawings (as defined and described in Paragraph 2 below), shall be hereinafter referred to as the "Work". Tenant shall furnish to Landlord such additional plans, drawings, specifications and finish details as Landlord may reasonably request to enable Landlord's architects and engineers to prepare mechanical, electrical and plumbing plans and to prepare the Working Drawings, including a final telephone layout and special electrical connection requirements, if any, not later than within five (5) business days of such request. All plans, drawings, specifications and other details describing the Work which have been or are hereafter furnished by or on behalf of Tenant shall be subject to Landlord's approval, which Landlord agrees shall not be unreasonably withheld. Landlord shall not be deemed to have acted unreasonably if it withholds its approval of any plans, specifications, drawings or other details or of any Additional Work (as defined in Paragraph 7 below) because, in Landlord's reasonable opinion, the work, as described in any such item, or the Additional Work, as the case may be: (a) is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; (b) might impair Landlord's ability to furnish services to Tenant or other tenants in the Building; (c) would increase the cost of operating the Building; (d) would violate any governmental laws, rules or ordinances (or interpretations thereof); (e) contains or uses hazardous or toxic materials or substances; (f) would adversely affect the appearance of the Building; (g) might adversely affect another tenant's premises; (h) is prohibited by any ground lease affecting the Building or any mortgage, trust deed or other instrument encumbering the Building; or (i) is likely to be substantially delayed because of unavailability or shortage of labor or materials necessary to perform such work or the difficulties or unusual nature of such work. The foregoing reasons, however, shall not be the only reasons for which Landlord may withhold its approval, whether or not such other reasons are similar or dissimilar to the foregoing. Neither the approval by Landlord of the Work, the Initial Plan, any other plans, drawings, specifications, or other items associated with the Work, nor Landlord's performance, supervision or monitoring of the Work, shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises.

2. **Working Drawings.** If necessary for the performance of the Work and not included as part of the Initial Plan attached hereto, Tenant shall prepare or cause to be prepared final working drawings and specifications for the Work (the "Working Drawings") based on and consistent with the Initial Plan and the other plans, drawings, specifications, finish details and other information furnished by Tenant to Landlord and approved by Landlord pursuant to Paragraph 1 above. So long as the Working Drawings are consistent with the Initial Plan, Tenant shall approve the Working Drawings within three (3) business days after receipt of same from Landlord by initialing and returning to Landlord each sheet of the Working Drawings or by executing Landlord's approval form then in use, whichever method of approval Landlord may designate. The cost of the preparation of the Working Drawing shall be paid for using the Tenant Improvement Allowance, defined below.

Tenant shall deposit with the Landlord for the planning and construction of the Work in an amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00) ("Tenant pre-licensing deposit"), under no circumstances shall the Landlord be responsible to refund the Tenant the amount of the "Tenant pre-licensing deposit". The Tenant work deposit shall be released by the Landlord to (Contractors name) upon substantial completion of the work in accordance with Section 3 below:

3. **Performance of the Work.** Landlord, using the Tenant Improvement Deposit, shall cause the Work to be performed using building standard materials, quantities and procedures then in use by Landlord

("Building Standards"), except as may be stated or shown otherwise in the Working Drawings. Tenant shall pay any cost of the Work that exceeds the Tenant Improvement Deposit within 5 days after written demand from Landlord.

4. **Substantial Completion.** Landlord shall promptly cause the Work to be "substantially completed," on or about Thirty (30) days following the mutual execution of the Lease, subject to delays caused by strikes, lockouts, boycotts or other labor problems, casualties, discontinuance of any utility or other service required for performance of the Work, unavailability or shortages of materials or other problems in obtaining materials necessary for performance of the Work or any other matter beyond the control of Landlord (or beyond the control of Landlord's contractors or subcontractors performing the Work) and also subject to "Tenant Delays" (as defined and described in Paragraph 5 of this Work Letter). The Work shall be deemed to be "substantially completed" for all purposes under this Work Letter and the Lease when Tenant first takes occupancy of the Premises (except for "punch-list" items). If the Work is not deemed to be substantially completed on or about one hundred and twenty (120) days following the mutual execution of the Lease, (a) Landlord agrees to use reasonable efforts to complete the Work as soon as practicable thereafter, (b) the Lease shall remain in full force and effect, (c) Landlord shall not be deemed to be in breach or default of the Lease or this Work Letter as a result thereof and Landlord shall have no liability to Tenant as a result of any delay in occupancy (whether for damages, abatement of Rent or otherwise), and (d) except in the event of Tenant Delays, and notwithstanding anything contained in the Lease to the contrary, the Premises Commencement Date as specified in the Lease shall be extended to the date on which the Work is deemed to be substantially completed and the expiration date of the Lease Term as specified in the Lease shall be extended by an equal number of days. At the request of either Landlord or Tenant in the event of such extensions in the commencement and expiration dates of the term of the Lease, Tenant and Landlord shall execute and deliver an amendment to the Lease reflecting such extensions. Landlord agrees to use reasonable diligence to complete all punch list work listed in the aforesaid architect's certificate promptly after substantial completion.

5. **Tenant Delays.** There shall be no extension of the Commencement Date or expiration date of the Term of the Lease (as otherwise permissibly extended under Paragraph 4 above) if the Work has not been substantially completed on Thirty (30) days following the mutual execution of the Lease by reason of any delay attributable to Tenant ("Tenant Delays"), including without limitation:

(i) the failure of Tenant to furnish all or any plans, drawings, specifications, finish details or the other information required under Paragraph 1 above on or before the date stated in Paragraph 1;

(ii) the failure of Tenant to grant approval of the Working Drawings within the time required under Paragraph 2 above;

(iii) Tenant's requirements for special work or materials, finishes, or installations other than the Building Standards or Tenant's requirement for special construction staging or phasing;

(iv) the performance of any Additional Work (as defined in Paragraph 6 below) requested by Tenant or the performance of any work in the Premises by any person, firm or corporation employed by or on behalf of Tenant, or any failure to complete or delay in completion of such work; or

(v) any other act or omission of Tenant that causes a delay.

6. **Additional Work.** Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for work other than the Work described in the Working Drawings ("Additional Work") and the approval by Landlord of such Additional Work, which approval Landlord agrees shall not be unreasonably withheld, Landlord shall perform such

Additional Work, at Tenant's sole cost and expense provide such costs are on marketable terms and conditions.

7. **Tenant Access.** Landlord, in Landlord's reasonable discretion and upon request by Tenant, may grant to Tenant a license to have access to the Premises prior to the date designated in the Lease for the commencement of the term of the Lease to allow Tenant to do other work required by Tenant to make the Premises ready for Tenant's use and occupancy (the "Tenant's Pre-Occupancy Work"). It shall be a condition to the grant by Landlord and continued effectiveness of such license that:

(a) Such pre-term access by Tenant and its representatives shall be subject to scheduling by Landlord.

(b) Tenant's employees, agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not interfere with Landlord or Landlord's agents in performing the Work and any Additional Work in the Premises, Landlord's work in other premises and in common areas of the Building, or the general operation of the Building. If at any time any such person representing Tenant shall cause or threaten to cause such disharmony or interference, including labor disharmony, and Tenant fails to immediately institute and maintain such corrective actions as directed by Landlord, then Landlord may withdraw such license upon twenty-four (24) hours' prior written notice to Tenant.

(c) Any such entry into and occupancy of the Premises by Tenant or any person or entity working for or on behalf of Tenant shall be deemed to be subject to all of the terms, covenants, conditions and provisions of the Lease, specifically including the provisions of Section 11 thereof (regarding Tenant's improvements and alterations to the Premises), and excluding only the covenant to pay Rent. Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant's Pre-Occupancy Work made in or about the Premises or to property placed therein prior to the commencement of the term of the Lease, the same being at Tenant's sole risk and liability. Tenant shall be liable to Landlord for any damage to the Premises or to any portion of the Work or Additional Work caused by Tenant or any of Tenant's employees, agents, contractors, workmen or suppliers. In the event that the performance of Tenant's Pre-Occupancy Work causes extra costs to Landlord or requires the use of elevators during hours other than 8:00 a.m. to 4:30 p.m. on Monday through Friday (excluding holidays) or of other Building services, Tenant shall reimburse Landlord for such extra cost and/or shall pay Landlord for such elevator service or other Building services at Landlord's standard rates then in effect.

8. **Lease Provisions.** The terms and provisions of the Lease, insofar as they are applicable to this Work Letter, are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

9. **Representatives.** Landlord hereby appoints and Tenant hereby approves the following person as Landlord's representative to act for Landlord in all matters covered by this Work Letter. Tenant hereby appoints and Landlord hereby approves the following person as Tenant's representative to act for Tenant in all matters covered by this Work Letter

Landlord Representative

Tamara Zboral
Gatski Commercial Real Estate Services
4755 Dean Martin Drive
Las Vegas, NV 89103
P: (702) 221-8226

Tenant Representative

Jerome Koask
Golden Penny Enterprises
1 Ironsides #3
Marina Del Rey CA 90292
310-739-1020

All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter shall be made to Landlord's Representative or Tenant's Representative as the case may be. Authorization made by Tenant's Representative shall be binding and Tenant shall be responsible for all cost authorized by Tenant's Representative. Either party may change its representative under this Work Letter at any time by written notice to the other party.

10. Miscellaneous.

- (a) This Work Letter shall be governed by the laws of the state in which the Premises are located.
- (b) This Work Letter may not be amended except by a written instrument signed by the party or parties to be bound thereby.
- (c) Any person signing this Work Letter on behalf of Tenant warrants and represents he/she has authority to sign and deliver this Work Letter and bind Tenant.
- (d) Notices under this Work Letter shall be given in the same manner as under the Lease.
- (e) The headings set forth herein are for convenience only.
- (f) This Work Letter sets forth the entire agreement of Tenant and Landlord regarding the Work.
- (g) In the event that the final working drawings and specifications are included as part of the Initial Plan attached hereto, or in the event Landlord performs the Work without the necessity of preparing working drawings and specifications, then whenever the term "Working Drawings" is used in this Agreement, such term shall be deemed to refer to the Initial Plan and all supplemental plans and specifications approved by Landlord.

11. **Exculpation of Landlord.** Notwithstanding anything to the contrary contained in this Schedule 3 Work Letter, it is expressly understood and agreed by and between the parties hereto that:

- (a) The recourse of Tenant or its successors or assigns against Landlord with respect to the alleged breach by or on the part of Landlord of any representation, warranty, covenant, undertaking or agreement contained in this Work Letter or the Lease (collectively, "Landlord's Work Letter Undertakings") shall extend only to Landlord's interest in the real estate, of which the Premises demised under the Lease Documents are a part (hereinafter, "Landlord's Real Estate") and not to any other assets of Landlord or its constituent partners; and

(b) Except to the extent of Landlord's interest in Landlord's Real Estate, no personal liability or personal responsibility of any sort with respect to any of Landlord's Work Letter Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Landlord, its constituent partners, or against any of their respective directors, officers, employees, agents, constituent partners, beneficiaries, trustees or representatives.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Nicholas Barber whose license number is 58027. The licensee is acting for [client's name(s)] SPOAKS LLC landlord ☒ ;
Buyer/Tenant. Broker: The broker is Frank P. Gatski, whose company is Gatski Commercial Real Estate Services.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

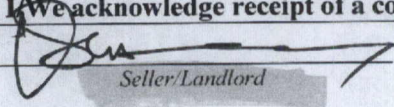
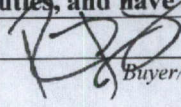
A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement.
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission.
3. Promote the interest of the client by:
 - a. Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - b. Presenting all offers made to, or by the client as soon as practicable.
 - c. Disclosing to the client material facts of which the licensee has knowledge concerning the real estate transaction.
 - d. Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
 - e. Accounting to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties: You understand that the licensee may *or* may not, in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/we acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
	Date	Time		Date	Time
Seller/Landlord			Buyer/Tenant		
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

November 21, 2013

Spoaks LLC
3055 Soft Horizon Way
Las Vegas, Nevada 89135

**RE: EOT-51760 - EXTENSION OF TIME - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 4, 2013**

Dear :

Please be advised the City Council at its regular meeting on *December 4, 2013* as referred to above, will consider your request. This meeting will be held at 9:00 A. M. at the Council Chambers of City Hall, 495 South Main Street, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the *final agenda* will be available on-line on *Wednesday, November 27, 2013* at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The City Council requires that you or your representative be present at this meeting.

Sincerely,

Flinn Fagg, AICP
Director
Department of Planning

FF:nl

cc:

Mr. Jerome Kosak
Golden Penny Industries LLC
1350 Flamingo Road
Las Vegas, Nevada 89119

Mr. Robert Sunsar
1 Ironsides #3
Marina Del Rey, California 90292

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

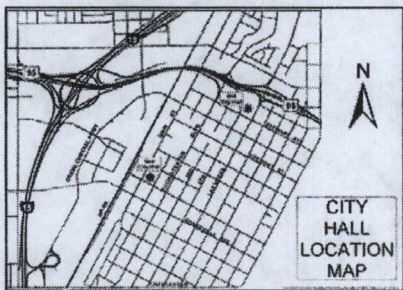
TTY 7-1-1

www.lasvegasnevada.gov



City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request

☐

I OPPOSE
this Request

Please use available blank space on card for your comments.

EOT-51760

City Council Meeting of 12/04/2013

COPY

CITY of LAS VEGAS

DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
3 NORTH RANCHO DRIVE, 3RD FLOOR
LAS VEGAS, NEVADA 89106

UNDELIVERABLE
COMMERCIAL MAIL RECEIVING AGENCY
NO AUTHORIZATION TO RECEIVE MAIL
FOR THIS ADDRESS



UNITED STATES POSTAGE
PRIME FLOWERS
\$00.43
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0004279218 NOV 21 2013
MAILED FROM ZIP CODE 89101

Mr. Jerome Kossak
Golden Penny Industries LLC
1730 Flamingo Road
Las Vegas

NIXIE 891 DC 1 0011/26/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89106370303 *0194-02442-25-30

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