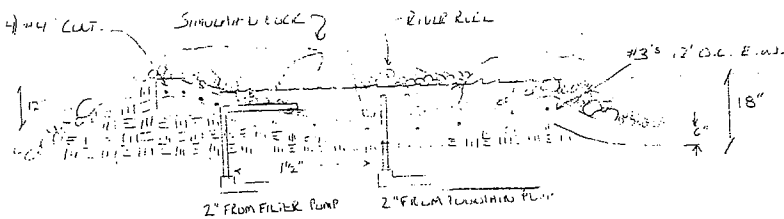
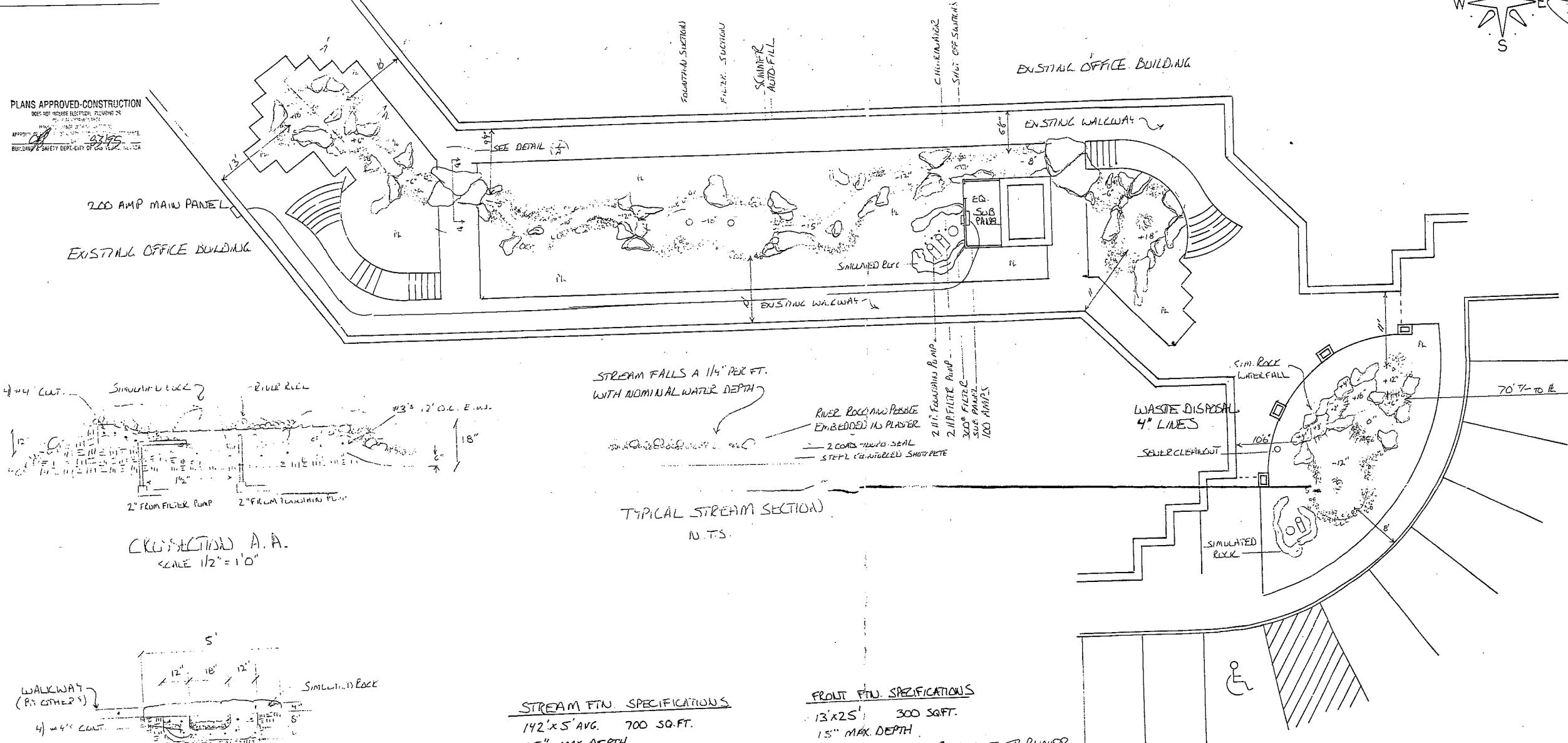
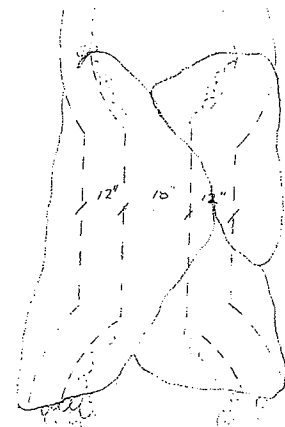
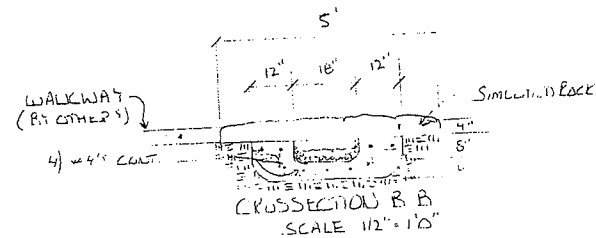


NO IRREGULAR GRADES
NO OVERHEAD LINES

PLANS APPROVED-CONSTRUCTION
DOES NOT REQUIRE ELECTRICAL PLUMBING OR
MECHANICAL WORK
APPROVED: [Signature]
BUILDING & SAFETY DEPT. CITY OF LAS VEGAS



CROSS SECTION A.A.
SCALE 1/2" = 1'0"



Detail
TYP. CFZ

STREAM FALLS A 1/4" PER FT.
WITH NOMINAL WATER DEPTH

TYPICAL STREAM SECTION
N.T.S.

STREAM FTN. SPECIFICATIONS

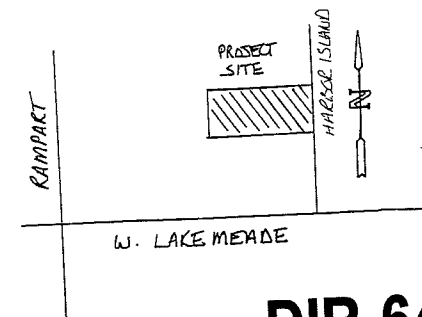
142' X 5' AVG. 700 SQ. FT.
15" MAX. DEPTH
2000 GALLONS 16 MINUTE TURNOVER
2 H.P. FILTER PUMP 10.5 FLA. 230 VOLTS
2 H.P. FOUNTAIN PUMP " " " "
300# CARTRIDGE FILTER
RAINBOW CHLORINATOR
PAC-FAB SKIMMER
A+A AUTO-FILL

FRONT FTN. SPECIFICATIONS

13' X 25' 300 SQ. FT.
15" MAX. DEPTH
1000 GALLONS 8 MINUTE TURNOVER
2 H.P. FILTER/FTN. PUMP 10.5 FLA. 230 V.
300# CARTRIDGE FILTER
RAINBOW CHLORINATOR
PAC-FAB SKIMMER
A-A AUTO-FILL

STRUCTURAL SPECIFICATIONS (TYP. OF 2)

STEEL REINFORCED SHOTCRETE
6 1/2 SACK PEA GRAVEL
2500 PSI. MIN.



- SIMULATED ROCK
- RIVER ROCK
- SIM. ROCK SPILLWAY
- RIVER ROCK SPILLWAY
- FOUNTAIN
- PLANTER

RECEIVED

APR 26 2013

Dept of Planning
City of Las Vegas

DIR-64397

"FOUNTAINS"
SOUTH SHORES COMMERCIAL CENTER
THORNDON LLC
OFFICE KRAFT ENT. INC. PHONE 878-4206

DATE	8/12/13
SCALE	1/8" = 1'0"
JOB #	
SHEET	1



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

June 16, 2016

Mr. Michael Poura
South Shores Professional Center, LLC
8440 West Lake Boulevard, Suite #101
Las Vegas, Nevada 89128

**RE: DIR-64397 - WATER FEATURE EXEMPTION
CITY COUNCIL MEETING OF JUNE 15, 2016**

Dear Mr. Poura:

The City Council at a regular meeting held on June 15, 2016 **APPROVED** a request for a request TO ALLOW THE OPERATION OF TWO PROPOSED WATER FEATURES TOTALING 1000 SQUARE FEET at 8440 WEST LAKE MEAD BOULEVARD (APN 138-21-211-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

This approval is subject to the following conditions:

Planning

1. The applicant shall pay a fee to the City of Las Vegas in the amount of \$10,000.00 to operate the water feature through December 31, 2016. This fee shall be paid within 30 days of the approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of \$250.00 shall be paid.
2. The applicant shall post a sign at each water feature to indicate an exemption has been received allowing its operation.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 16, 2016.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Debbie Gaylord
MDL Group
3065 South Jones Boulevard, Suite #201
Las Vegas, Nevada 89146

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



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

June 2, 2016

Mr. Michael Poura
South Shores Professional Center, LLC
8440 West Lake Boulevard, Suite #101
Las Vegas, Nevada 89128

**RE: DIR-64397 - WATER FEATURE EXEMPTION
CITY COUNCIL MEETING OF JUNE 15, 2016**

Dear Mr. Poura:

Please be advised the City Council at its regular meeting on *June 15, 2016* as referred to above, will consider your request. This meeting will be held at 1:00 P. 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 *Thursday, June 9, 2016* 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,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Debbie Gaylord
MDL Group
3065 South Jones Boulevard, Suite #201
Las Vegas, Nevada 89146

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax

DIR-64397 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: SOUTH SHORES PROFESSIONAL CENTER, LLC - For possible action on a request TO ALLOW THE OPERATION OF TWO PROPOSED WATER FEATURES TOTALING 1000 SQUARE FEET at 8440 WEST LAKE MEAD BOULEVARD (APN 138-21-211-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

CITY COUNCIL: **JUNE 15, 2016**

PLANNING SUPERVISOR: **STEVE GEBEKE**



PUBLIC HEARING

Comments Due: **MAY 5, 2016**

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to: **Carman Burney (cburney@lasvegasnevada.gov) and Steve Gebeke (sgebeke@lasvegasnevada.gov).** If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: South Shores Professional Center, LLC
Project Address (Location) 8440 West Lake Mead Boulevard
Project Name South Shores Professional Center Proposed Use Water Feature
Assessor's Parcel #(s) 138-21-211-003 Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing C1 proposed C1
Commercial Square Footage 29,482 Floor Area Ratio _____
Gross Acres 2 Lots/Units 1 Density _____
Additional Information _____

PROPERTY OWNER South Shores Professional Center, LLC Contact Michael Poura
Address 8440 West Lake Mead, Suite 101 Phone: (702) 894-4405 Fax: N/A
City Las Vegas State Nevada Zip 89128
E-mail Address mike@tpmlasvegas.com

APPLICANT South Shores Professional Center, LLC Contact Michael Poura
Address 8440 West Lake Mead, Suite 101 Phone: (702) 894-4405 Fax: N/A
City Las Vegas State Nevada Zip 89128
E-mail Address mike@tpmlasvegas.com

REPRESENTATIVE MDL Group Contact Debbie Gaylord
Address 3065 South Jones Boulevard, Suite 201 Phone: (702) 388-1800 Fax: (702) 388-1010
City Las Vegas State Nevada Zip 89146
E-mail Address dgaylord@mdlgroup.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 Michael Poura

Subscribed and sworn before me

This 21 day of April, 20 16

Notary Public in and for said County and State



Amanda W. Singer
Notary Public, State of Nevada
No: 10-2597-1
My Appt. Exp. July 14, 2018

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # DIR-64397
Meeting Date: 06/15/16
Total Fee: N/A
Date Received: 04/26/16
Received By: [Signature]

*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

Dept of Planning
City of Las Vegas



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number **DIR-64397** PN: 138-21-211-003

Name of Property Owner: South Shores Professional Center, LLC

Name of Applicant: South Shores Professional Center, LLC

Name of Representative: Michael Poura

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: _____

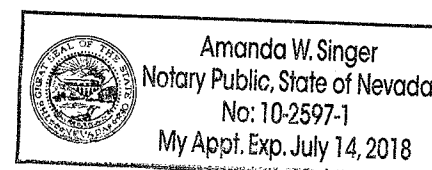
Signature of Property Owner: [Signature]

Print Name: Michael Poura

Subscribed and sworn before me

This 21 day of APRIL, 2016

Notary Public in and for said County and State



RECEIVED



3065 South Jones Boulevard, Suite 201
Las Vegas, Nevada 89146
T(702) 388-1800
F(702) 388-1010
www.mdlgroup.com

April 20, 2015

City of Las Vegas Nevada
Las Vegas Planning & Development
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: South Shores Professional Center, LLC – Water Feature Exemption
8440 West Lake Mead Boulevard, Las Vegas, Nevada 89128
Las Vegas Water District Account Number: 0487961476-8

Dear Sir or Madam:

This letter shall serve as our request for a water feature exemption for the property located at 8440 west Lake Mead Boulevard, Las Vegas, Nevada. This request was originally submitted and approved on June 4, 2008 (DIR-27946) by your office by South Shores Professional Center, LLC owned by Michael Mahban. Unfortunately, the previous owner was unable to follow through with this exemption and it was expunged effective June 23, 2010.

On behalf of South Shores Professional Center, LLC, under new ownership, would like to submit for a Water Feature Exemption at this property. There are two (2) water features at the property. We have already made adjustments to the water feature by removing the sprayer heads which minimizes the amount of water loss, due to evaporation. Additionally this water feature consisting of a fountain and stream is a working self-contained sealed vessel that recycles the water through a filtration system. The system consists of a pump and a filter. This system functions the same as a swimming pool.

Based on the information provided previously and above, we would appreciate all consideration in our obtaining the Water Feature Exemption for this property, in allowing the water feature to operate.

If you should have any questions or concerns, please do not hesitate to contact our office at 702-388-1800. We are happy to answer any questions regarding our request. Thank you in advance for your time and consideration. This is greatly appreciated.

Respectfully,

SOUTH SHORES PROFESSIONAL CENTER, LLC

Michael Poura
Owner

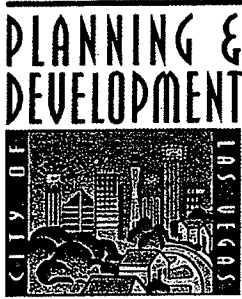
MP/DG/kf

DIR-64397

RECEIVED

APR 26 2015

Dept of Planning
City of Las Vegas



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY: 702-386-9108

www.lasvegasnevada.gov

June 23, 2010

South Shores Professional Center, LLC
Attn: Michel Mahban
3050 Sirius Avenue, #103
Las Vegas, Nevada 89102-0434

RE: WATER FEATURE EXEMPTION (DIR-27946) ENTITLEMENT

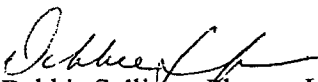
Dear Mr. Mahban:

The Las Vegas City Council had previously approved a request for a Water Feature Exemption (DIR-27946) on June 4, 2008 to operate an 855 square-foot water fountain within an existing office development located at 8440 West Lake Mead Boulevard.

Planning and Development Department staff was contacted by a representative from the MDL Group who requested that the Water Feature Exemption (DIR-27946) be cancelled. They stated that due to a lack of available funds, they have not been able to pay the agreed upon fees totaling \$8,800.00, nor did they exercise the entitlement by operating the water feature.

Effective immediately, the Water Feature Exemption (DIR-27946) has been expunged. In order to operate the fountain, you will need to reapply for a Water Feature Exemption and receive City Council approval. If you have any questions, please contact me at (702) 229-6895.

Sincerely,


Debbie Sullivan, Planner I
Current Planning Division
Planning & Development Department

CC: MDL Group
Attn: Kristina Shahidi
3065 S. Jones Boulevard
Las Vegas, Nevada 89146

Las Vegas Valley Water District
Attn: Dennis Demera
1001 S. Valley View Boulevard
Las Vegas, Nevada 89107

Ayayor
Oscar B. Goodman

City Council
Mary Reese
Ayayor Pro Tem
Steve Wolfson
Sis Tarkanian
Steven D. Ross
Ricki Y. Barlow
Tavros S. Anthony
City Manager
Elizabeth N. Fretwell



07101-001-06-09

RECEIVED

APR 26 2016

DIR-64397

Dept of Planning
City of Las Vegas

A.P.N.: 138-21-211-003
R.P.T.T.: \$14,739.00

Escrow #13-05-0207-JKH

Mail tax bill to and
When recorded mail to:
South Shores Professional Center, LLC
3863 South Valley View Boulevard
Las Vegas, NV 89103

Inst #: 201308230000183
Fees: \$20.00 N/C Fee: \$25.00
RPTT: \$14739.00 Ex: #
08/23/2013 08:02:25 AM
Receipt #: 1744225
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: DXI Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That South Shore Professional Center, LLC,
a Nevada Limited Liability Company, for a valuable consideration, the receipt of
which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to
South Shores Professional Center, LLC, all that real property situated in the County
of Clark, State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".

COMMONLY KNOWN ADDRESS:
8440 W Lake Mead, Las Vegas, NV 89128

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes
of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of
record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining.

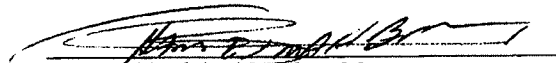
RECEIVED

APR 26 2013

Dept of Planning
City of Las Vegas

IN WITNESS WHEREOF, this instrument has been executed this 15th day of August, 2013.

South Shore Professional Center, LLC


By: Hamid Michael Mahban, Manager

Hamid Michael Mahban, Manager

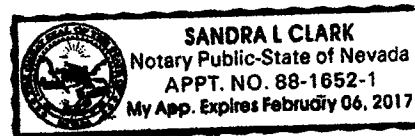
State of NEVADA
County of Clark } ss: }

This instrument was acknowledged before me on

by Hamid Michael Mahban, Managing of South Shore Professional Center, LLC


NOTARY PUBLIC

My Commission Expires: 02-06-2017



Sandra L Clark
Appt No. 88-1652-1
Expires February 6, 2017

EXHIBIT "A"

PARCEL I:

THAT PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 51, PAGE 19 OF COMMERCIAL SUBDIVISION MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE ¼) OF SECTION 20 AND THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, NEVADA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., SAID POINT BEING ON THE CENTERLINE OF RAMPART BOULEVARD (WIDTH VARIES); THENCE ALONG SAID CENTERLINE, THE FOLLOWING THREE (3) COURSES:

SOUTH 00°32'07" WEST ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 4947.42 FEET;
THENCE CURVING TO THE RIGHT ALONG A 1882.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 37°53'11", AN ARC LENGTH OF 1244.79 FEET;
THENCE SOUTH 38°25'18" WEST, 140.80 FEET;
THENCE SOUTH 51°34'42" EAST, 47.50 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID RAMPART BOULEVARD, SAID POINT BEING THE MOST WESTERLY CORNER OF COMMON LOT "S" OF "SOUTH SHORES", AS SHOWN BY MAP THEREOF ON FILE IN BOOK 42, PAGE 02 OF PLATS, IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;
THENCE SOUTH 55°02'57" EAST, 1108.56 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HARBOR ISLAND DRIVE (52.00 FEET WIDE), SAID POINT BEING THE MOST SOUTHERLY CORNER OF COMMON LOT "O" OF SAID "SOUTH SHORES";
THENCE SOUTH 37°20'24" WEST, 49.82 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1726.00;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°53'04", AN ARC LENGTH OF 26.64 FEET TO A RADIAL LINE BEARING OF NORTH 53°32'40" WEST AND A POINT OF NONTANGENCY ON A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 34.50 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°30'17", AN ARC LENGTH OF 55.10 FEET;
THENCE NORTH 55°02'57" WEST, 284.24 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 55°02'57" WEST, 102.26 FEET TO A POINT OF TANGENCY
WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 34.50
FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 127°09'48", AN ARC LENGTH OF 76.57 FEET;
THENCE SOUTH 02°12'25" EAST, 271.78 FEET TO A POINT OF TANGENCY
WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 30.00
FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 37°09'57", AN ARC LENGTH OF 19.46 FEET;
THENCE SOUTH 34°57'03" WEST, 69.95 FEET;
THENCE SOUTH 55°02'57" EAST, 300.38 FEET;
THENCE NORTH 25°39'06" EAST, 0.39 FEET TO A POINT TO TANGENCY ON
A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1726.00;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 07°29'50", AN ARC LENGTH OF 225.85 FEET;
THENCE NORTH 55°02'57" WEST, 320.00 FEET;
THENCE NORTH 35°22'49" EAST, 135.00 FEET TO THE TRUE POINT OF
BEGINNING.

PARCEL II:

EASEMENTS AS SET FORTH IN THAT CERTAIN "DECLARATION OF
RESTRICTIONS AND RESERVATION OF EASEMENTS" RECORDED
FEBRUARY 24, 1994 IN BOOK 940224 AS DOCUMENT NO. 00607 AND RE-
RECORDED JANUARY 29, 1998 IN BOOK 980129 AS DOCUMENT NO. 02086,
OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)

- a) 138-21-211-003
b) _____
c) _____
d) _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page _____
Date of Recording: _____
Notes: _____

3 a. Total Value/Sales Price of Property

\$2,890,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

c. Transfer Tax Value:

\$2,890,000.00

d. Real Property Transfer Tax Due

\$14,739.00

4. If Exemption Claimed:

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

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: _____

Capacity: GRANTOR/SELLER

Signature: _____

Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: South Shore Professional Center,
LLC

Address: 10624 South Eastern Avenue, Ste
H202

City: Henderson

State: NV Zip: 89052

Print Name: South Shores Professional Center,
LLC

Address: 3863 South Valley View Boulevard

City: Las Vegas

State: NV Zip: 89103

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

Print Name: Nevada Title Company

Esc. #: 13-05-0207-JKH

Address: 2500 N. Buffalo Drive, Suite 150

City: Las Vegas

State: NV

Zip: 89128

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

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
a) 138-21-211-003
b) _____
c) _____
d) _____

2. Type of Property:
a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE
ONLY
Book: _____ Page _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property \$2,890,000.00
b. Deed in Lieu of Foreclosure Only (value of property) _____
c. Transfer Tax Value: \$2,890,000.00
d. Real Property Transfer Tax Due \$14,739.00

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

5. Partial Interest: Percentage being transferred: 100 %
The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	South Shore Professional Center, LLC	Print Name:	South Shores Professional Center, LLC
Address:	10624 South Eastern Avenue, Ste H202	Address:	3863 South Valley View Boulevard
City:	Henderson	City:	Las Vegas
State:	NV Zip:89052	State:	NV Zip:89103

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Nevada Title Company Esc. #: 13-05-0207-JKH
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

MANAGEMENT AGREEMENT

This agreement is dated August 26, 2013 by and between South Shores Professional Center, LLC (hereinafter referred to as "Owner") and MDL Group (hereinafter referred to as "Manager").

WITNESSETH:

In consideration of the mutual promises and covenants hereinafter contained, Owner and Manager hereby agree to the following:

Article I. Definitions

Section 1.01 Definitions

As used herein, the following terms shall have the respective meanings indicated below:

OWNER: South Shores Professional Center, LLC

MANAGER: MDL Group

PROPERTY: 8440 West Lake Mead Blvd.
Las Vegas, Nevada

(a) "Impositions" shall mean all taxes, assessments, water, sewer, or other similar rents, rates and charges, levies, license fees, permit fees, inspection fees and other authorization fees and charges which at any time may be assessed, levied, confirmed or imposed on the Property or the operation thereof.

(b) "Property" shall mean South Shore ("Property") and consisting of the land, buildings and other improvements constituting a (description of property here).

(c) "Operating Month" shall mean each calendar month beginning with the term of this agreement and continuing until the end of the term of this agreement.

Section 1.02 Reference

Except as otherwise specifically indicated, all references to articles, section and subsection numbers refer to articles, sections and subsections of this agreement, and all references to exhibits refer to the exhibits attached hereto. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import, refer to this agreement as a whole and not to any particular section or subsection hereof.

Owner: MA

Manager: MDL

South Shores Professional Center, LLC 08 26 13

APR 26 2016

Dept of Planning
City of Las Vegas

Article II. Term

Section 2.01 Term

This agreement shall commence on August 23, 2013 for a term of twelve ³~~12~~ months, ("Term") subject to sooner termination as hereinafter provided. At expiration of the Term, under the same terms and conditions, this Agreement will operate on a month to month basis until a twelve (12) month renewal is executed by the parties.

Article III. Management Authority and Duties of Manager

Section 3.01 Appointment of Manager

Owner hereby engages manager as its sole and exclusive property manager for the operation of the Property, subject to Owner's approval of "major decisions" as provided in Article VIII hereof.

Section 3.02 Acceptance of Engagement

Subject to Article VIII, Manager hereby accepts such engagement and agrees to perform all services necessary for the care, protection, maintenance and operation of the Property, including, without limitations, the following; all of which shall be performed at the Owner's expense.

- a) Collect all rents and other income from the Property including but not limited to Tenants, Owners and other income as provided herein;
- b) Hire, supervise, discharge, and pay on behalf of and for the Owner all vendors or contractors necessary to be utilized in the management and operation of the Property;
- c) Purchase on behalf of and in the name of the Owner, all equipment, tools, appliances, materials, supplies, uniform, services, laundry services, exterminating, and other services necessary for the maintenance or operation of the Property, however applicable;
- d) Enter into such contracts on behalf of and in the name of the Owner as are necessary for the furnishing of utilities and maintenance and other services to the Property, subject to Owner's prior approval;
- e) Make all repairs, decorations, revisions, alterations and improvements to the Property as are necessary for the proper maintenance thereof and to keep the Property in good order, condition and repair;
- f) Maintain and operate at the expense of Owner all common areas and facilities in the Property;

- g) Upon request of Owner, apply for, obtain, and maintain all licenses and permits required of Owner in connection with the operation and management of the Property. Owner agrees to execute and deliver any and all applications and other documents and to otherwise cooperate to the fullest extent with Manager in applying for, obtaining, and maintaining such licenses and permits;
- h) Institute on behalf of Owner certain legal actions or proceedings to collect charges, rent or other income from the Property or to dispossess tenants or other persons in possession therefrom, or to cancel or terminate any lease, license or concession agreement for default thereunder by the tenant, licensee, or concessionaire. Provided, however, that without the consent of Owner, Manager shall not institute any proceedings to terminate any lease, license, or concession agreement;
- i) Pay all impositions on behalf of Owner;
- j) Contract on behalf of Owner, if applicable, for the sale to tenants in the Property of ice drinking water, food vending machine services, paper, gas, electrical current, repair service, towel supplies and other miscellaneous supplies. The income from such shall be deposited by Manager in the Owner accounts, and shall be deemed a part of the income derived from the Property and;
- k) Perform all other services and acts, in addition to the foregoing, necessary for the proper management of the Property.

Section 3.03 Standard of Performance

Owner agrees to provide sufficient funds and resources to ensure that Manager can sufficiently manage and maintain the Property in accordance with all applicable laws and regulations.

Manager is an equal opportunity non-discriminatory employer. Manager and Owner each mutually agree that there shall be no discrimination against race, color, religion, creed, sex, disability or national origin in leasing, transferring, use, occupancy tenure, or enjoyment of the Property nor shall Owner or agent permit any such practice of discrimination or segregation with reference to the selection, location, number, or occupancy of tenants.

Section 3.04 Management Fees

Owner shall pay to Manager, monthly, a fee (the "Management Fee") equal to percent of the gross monthly revenues (exclusive of cash expense reimbursements and determined as hereinafter provided) derived from the operation of the Property in each operating month or a minimum management fee of \$1,100.00 whichever is greater. For purposes of Section 3.04, the term "gross monthly revenues" shall mean and include all revenues and income of any kind derived directly or indirectly from the operation of the Property, including but not limited to rent, percentage rent, insurance proceeds received from loss of rents, store, office or apartment rentals, and rentals or other payments from subleases or concessions (but not the gross receipts of such subleases or concessions), determined in accordance with generally accepted accounting principles, excluding, however, a) gains or losses arising from the sale or other disposition of capital assets; b) insurance proceeds for repair and replacement of property damage; and c) any reversal of any contingency or tax reserve.

Section 3.05 Management Fees shall be paid

Management Fees shall be paid to Manager on or before the last day of each Month and shall be deducted by Manager from gross monthly collections, or, if the gross monthly collections are not sufficient, paid by Owner within ten (10) days of receipt of Manager's statement therefore.

Section 3.06 Lease Renewal Fee

NO Lease renewal Fees

~~When an existing tenant renews, extends or expands his lease, and providing Manager is under contract with Owner, Owner shall pay to Manager a lease renewal fee of 2% of the total rental income, excluding free rent, for the term of the renewal, if requested. Lease expansions/renewals shall be handled for a fee of 2%, if requested. Month to month transactions shall be handled for a fee of 1% after each three months of tenancy, if requested.~~

Section 3.07 Reimbursements

Owner will reimburse Manager for the following costs and expenses incurred by Manager in the performance of its duties:

- a) Reasonable travel expenses of the officers and employees of the Manager and its affiliates, when traveling outside Clark County, Nevada area with the prior written consent of Owner, and;
- b) The compensation, fees and expenses paid or reimbursed to all consultants, professionals, and other specialists rendering services to the Property, with prior written consent of Owner; and;
- c) The direct compensation paid to employees of Manager and its affiliates while traveling on an assignment outside Clark County, Nevada area for the specific benefit of the Property or at the request of the Owner with the prior written consent of Owner;

- d) Any expenses incurred in connection with special requests of Owner.

Statements covering the aforesaid reimbursements for each month shall be submitted by Manager to Owner. Notwithstanding the provisions of Article III, Manager shall perform the duties enumerated in this section, only upon Manager's sole discretion.

Article IV. Insurance

Section 4.01 Coverage

Owner agrees to procure and maintain at its' own expense and at all times during the term of this agreement a minimum of the following insurance with respect to the Property:

- a) Comprehensive public liability insurance, including bodily injury, personal injury, property damage, automobile liability, garage liability (if applicable), garage keeper's liability (if applicable), products liability, contractual liability, and liquor liability; and if exposure exists, covering watercraft and aircraft liability in the amount of not less than _____ single limit per occurrence; and
- b) If applicable, statutory workmen's compensation benefits, and employer's liability insurance in an amount not less than _____.

The above minimum limits on required insurance shall, from time to time, be increased with prior agreement of the Parties. At least sixty (60) days prior to the beginning of each calendar year, the party procuring such insurance will submit to the other party for its approval a schedule setting forth the kinds and amounts of insurance to be maintained during the ensuing calendar year in connection with the operation of the Property.

Section 4.02 Policies and Endorsements

All insurance provided for under the above Section 4.01 shall be affected by policies issued by insurance companies of good reputation and of sound and adequate financial responsibility. Party procuring any of the aforesaid kinds of insurance shall deliver certificates of insurance with existing, additional and renewal policies, to the other, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to the renewal policies to the other party not less than ten (10) days prior to the respective dates of expiration.

All policies of insurance provided for under this Article IV shall, to the extent obtainable, have attached thereto; (A) an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Manager; and (B) an endorsement to the effect that no act or omission of Owner or Manager shall affect the obligation or the insurer to pay the full amount of any loss sustained.

All policies of insurance required under Section 4.01 shall be carried in the name of the Owner and Manager, and if required by Owner, the holders of any mortgage on the Property, and losses thereto shall be payable to the parties as their respective interests may appear. All liability policies of a character described in Section 4.01 shall name Owner and Manager and their respective partners as insured.

Upon Owner's request, Manager, on behalf of Owner, shall obtain proposals for insurance coverage to be presented to the Owner for acceptance.

Section 4.03 Waiver of Liability

Neither Manager nor Owner shall assert against the other and do hereby waive with respect to each other, any claims for any losses, damages, liability or expenses (including attorney's fees and costs) incurred or sustained by either of them on account of damage or injury to persons or property arising out of the ownership, operation and/or maintenance of the Property, to the extent that the same are covered by the insurance required under this Article IV; provided, however, that nothing herein shall impair Manager's right to indemnification as provided herein.

Manager assumes no liability whatsoever for any acts or omissions of Owner or any previous Owners of the Property, or any previous property managers or other agents of either Owner or Manager. Manager assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any rental agreement or otherwise unless attributable or caused by gross negligence, misconduct or fraud by Manager. Manager assumes no liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such environmental violations or hazards discovered by Manager shall be brought to the attention of Owner in writing within five (5) days of its discovery by Manager.

Article V. Accounts, Working Funds, Records and Reports

Section 5.01 Operating Trust Account

An Operating Trust Account or accounts for the Property will be established at a banking institution approved by Owner, such account to be in Manager's name, in trust for the Owner. Manager shall deposit in the Operating Trust Account all monies furnished by Owner as working funds under Section 5.03 and will disburse the same for the purposes set forth in the following Section 5.02. Manager shall deposit all monies received by Manager from the operation of the Property to the Operating Trust Account.

Section 5.02 Expenditures

From the Operating Trust Account, Manager is hereby authorized to pay on behalf of, and in the name of Owner, such amounts and at such times as are required in connection with the ownership, maintenance and operating of the Property and related facilities, including, without limitation, the following:

- a) Salaries and expenses of Owner's employees;
- b) All costs and expenditures incurred or made in connection with the authorized items under Section 3.02 and Section 4.01 and all other expenditures which Manager is permitted or required to make under any other provision of this agreement;
- c) Premiums for any insurance in accordance with the provisions of Article IV;
- d) Commissions and fees due to Manager, computed in accordance with the provisions of Section 3.04 and Section 3.06 and;
- e) Reimbursements due to Manager under the provisions of Section 3.02, Section 3.07 and Section 4.01;
- f) All real estate taxes, and other impositions for the Property;
- g) Any debt service, ground rent or other similar obligation arising out of or connected with any mortgage, deed of trust, ground lease or similar instrument encumbering, creating or otherwise affecting Owner's title to the Property;
- h) Expenditures necessary (i) to handle an emergency involving a risk of personal injury or damage to the property of Owner or others; or (ii) to comply with or abide by any rule, determination, ordinance or law of any federal, state or municipal authority affecting or concerning the property or any part or parts thereof. Manager shall use its best effort, in a timely manner, to notify Owner of the necessity for such expenditures.

The foregoing shall be considered "Expenditures" and distribution is subject to the availability of funds in the Operating Trust Account.

Subject to the working capital requirements of the following Section 5.03, the requirements of the then applicable Annual Budget and such reasonable reserves as Manager deems appropriate and as Manager and Owner shall agree, Manager shall remit all cash in excess of \$1,000.00 from the Operating Trust Account to Owner monthly, if requested by Owner.

Section 5.03 Working Fund Requirements

Upon execution of this Agreement Owner shall remit to Manager a pre-agreed upon sum, in order to establish the Operating Trust Account. Owner, upon request of Manager, shall provide funds to be deposited in Operating Trust Account as provided in Section 5.01, sufficient at all times to assure the uninterrupted and efficient operation of the Property including without limitation, sufficient funds to pay for all of the items described or specified in the preceding Section 5.02.

In addition, Manager shall not be responsible for any consequences arising due to Owner not providing sufficient funds to pay all Expenditures.

All purchases and other obligations incurred in connection with the operation of the Property shall be the sole cost and expense of Owner. All such purchases shall be made by Manager solely on behalf of Owner and not as a principal and, unless otherwise provided for herein, only with the prior written consent of Owner. Manager shall be under no duty to utilize or apply Manager's own funds for the payment of any such debt or obligation.

Section 5.04 Books and Records

Manager shall keep detailed and accurate records of all monies received and all Expenditures. Owner and its representatives shall at all reasonable times have access to such records as well as the books and other records of the Manager as they relate to the Property. Manager shall, in writing, keep Owner notified of the location of all such records.

Section 5.05 Reports to Owner

Manager will deliver, or cause to be delivered to Owner within fifteen (15) days after the end of each calendar month, detailed cash operating statements showing the results of operation of the Property for such month and the year to date, including a computation in reasonable detail of the gross revenues and the management fee for such preceding month calculated as provided in Section 3.04.

All costs and expenses incurred in connection with the preparation of any statements, schedules, computations and other reports required other than the monthly cash operating statements and Annual Budgets, shall be borne by Owner.

Section 5.06 Annual Budgets

Manager will submit to Owner, with respect to each calendar year, the following schedules, estimates and budgets (herein collectively called the "Annual Budget"):

- a) An estimated cash operating statement in reasonable detail for the ensuing calendar year;
- b) A budget for (I) repairs and maintenance and (II) capital improvements;

- c) The forecast of rental and occupancy charges, when approved by Owner, shall form the basis on which the leases of space in the Property shall be negotiated. Such forecasts are not intended to constitute a fixed requirement, but rather to form a basis for negotiation, to be modified in particular instances with the consent of Owner.

Section 5.07 Approval

Owner shall be deemed to have approved the Annual Budget unless Owner disapproves the same within thirty (30) days of receipt thereof.

Article VI. Duties of Owners

Section 6.01 Documents and Records

Owner agrees to promptly furnish Manager with all documents and records to properly manage the Property, including but not limited to, leases and the amendments and correspondence pertaining thereto, reports on the status of rent payments, loan payment information, copies of all insurance policies, any required endorsements which are carried by Owner during the term of this agreement.

Section 6.02 Hold Harmless

Owner hereby warrants and represents to Manager that it has the lawful and proper responsibility and authority to employ Manager as provided herein. To the extent that Manager enters into contracts or obligations which are reasonably and properly incurred pursuant to the terms of this agreement for the benefit of the property, Owner shall indemnify Manager against, and hold it harmless from all claims, damages, and losses resulting therefrom and related thereto. Owner shall pay said contracts and obligations in the event Manager shall be discharged by Owner so that in this regard Manager shall not suffer any loss through acting as Manager. Owner shall further indemnify Manager against and hold it harmless from all damages, claims, losses, costs or expenses arising from any alleged defects in design or construction of the improvements in the property or in any breach or alleged breach of any legal duty or obligation which is by law or under the agreement the responsibility of Owner. Owner shall indemnify Manager and hold it harmless from any damages, claims, costs, or expenses arising from agreements, arrangements or understandings which may have been made prior to Manager's effective date of authority or understandings that may have been made prior to Manager's contract to manage the Property.

Section 6.03 Willful Misconduct

Except for the willful misconduct of Manager, or of Manager's employees, Owner shall indemnify and hold the Manager harmless from any and all costs, expenses, attorney's fees, suits, judgments, claims, liens, losses, demands, liabilities, damages or litigation of any kind whatsoever in connection with the operation or management of the Property by Manager or the performance or exercise of any of the duties, obligations, powers or authorities herein or hereafter granted to Manager.

Article VII. Termination Rights

Section 7.01 Termination Rights of Owners

The Owner may terminate the Agreement for any of the following events.

- (a) 1) Manager shall fail to keep, observe or perform any material covenant, agreement, term or provision of this agreement to be kept, observed or performed by Manager, and such default shall continue for a period of thirty (30) days after notice thereof by Owner in writing to Manager; 2) In the event the condition causing the default shall be such that it cannot reasonably be cured within thirty (30) days, then no event of termination shall be deemed to have occurred if within such thirty (30) day period Manager shall have commenced the curing of such default and thereafter shall proceed with all reasonable diligence to complete the same;
- (b) If Manager shall be dissolved for any reason whatsoever;
- (c) If Owner shall sell or otherwise dispose of their interest in all, or substantially all, of the Property; or
- (d) If Manager shall apply for or consent to the appointment of a receiver, trustee, or liquidator of Manager or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they come due, made a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against Manager in any bankruptcy, reorganization or insolvency proceeding, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor adjudicating Manager as bankrupt or insolvent or approving a petition seeking reorganization of Manager or appointing a receiver, trustee or liquidator of Manager or of all or a substantial part of the assets of Manager and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days; then Owner shall have the right to terminate this agreement upon ten (10) days written notice to Manager given at any time after the period of grace applicable thereto, and thereupon this Agreement shall terminate upon the expiration of such ten (10) day period;
- (e) Manager shall fail to maintain any licenses required under Nevada law.

Section 7.02 Termination Rights of Manager

The Manager may terminate this Agreement for any of the following events:

- a) Owner(s) shall fail to provide funds to be deposited in the Operating Trust Account in accordance with the provisions of Section 5.03 and such failure shall continue for a period of ten (10) days after written notice by Manager requesting that such funds be so provided;
- b) Owner(s) shall fail to keep, observe or perform any material covenant, agreement, term or provision of this agreement to be kept, observed or performed by Owner(s) and such default shall continue for a period of thirty (30) days after written notice thereof by Manager to Owner(s);
- c) If Owner(s) shall be dissolved or liquidated for any reason whatsoever;
- d) If Owner(s) shall apply for or consent to the appointment of a receiver, trustee, or liquidator of Owner(s) or of all or a substantial part of their assets, file a voluntary petition in bankruptcy or admit in writing their inability to pay their debts as they come due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against Owner(s) in any bankruptcy, reorganization or insolvency proceeding, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Owner(s) bankrupt or insolvent or approving a petition seeking reorganization of Owner(s) or appointing a receiver, trustee, or liquidator of Owner(s) or of all or a substantial part of the assets of Owner(s), and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days; then Manager shall have the right to terminate this agreement upon ten (10) days' written notice to Owner given at any time after the period of grace applicable to any such event, and thereupon this agreement shall terminate upon the expiration of such ten (10) day period.

Section 7.03 Payment upon Termination

- a) Any amounts accruing to Manager prior to such termination shall be due and payable upon termination of this Agreement. To the extent that funds are available, such sums shall be payable from the Operating Trust Accounts. Any amounts due in excess of the funds available from the Operating Trust Account shall be paid by Owner to Manager upon demand within 30 days given proper notice.

- b) Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Manager under this Agreement for and on behalf of Owner, if such bill was incurred by Manager in accordance with the budget or as otherwise approved by Owner. In addition, Owner shall indemnify Manager against any obligations or liabilities, which Manager may have properly incurred on Owner's behalf under this Agreement.
- c) Manager shall deliver to Owner, within thirty (30) days after this Agreement is terminated, any balance of moneys due Owner and tenant security deposits which were held by Manager with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property, as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property. Bills previously incurred but not yet invoiced shall be the responsibility of and sent directly to Owner.

Section 7.04 Effect of Termination

The termination of this agreement under the provisions of this Article VII shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of termination. Upon expiration of any termination notice under this Agreement, all rights of Manager to receive any additional fees under Section 3.04 and Section 3.06 shall cease and terminate, except with respect to leases which have actually been executed prior to the date of such termination or leases with tenants which Manager notifies Owner, the Manager is negotiating with and who executes leases within six (6) months of Manager's termination. Manager shall give Owner a list of said prospective tenants within thirty (30) days of termination.

Section 7.05 Nonsolicitation

Owner agrees that for a period of six (6) months after termination of this Agreement, Owner will not hire any of Manager's employees, broker, salesman, leasing agents or others who have contributed notably to the goodwill of Manager's business to perform any services which are in the scope of Manager's business in the Greater Las Vegas Area. In the event of an actual or threatened breach of this covenant by Owner, Manager shall be entitled to an injunction restraining Owner from committing, or continuing to commit, any such breach. Nothing herein stated shall be construed as prohibiting Manager for such breach and threatened breach, including recovery damages from Owner.

Article VIII. Major Decisions

Section 8.01 Major Decisions

Notwithstanding the powers and duties given to Manager hereunder, without the consent of Owner, no act shall be taken or sum expended or obligation incurred for and on behalf of the Owner with respect to any "Major Decision," which term shall mean any one or more of the following:

- a) Creation of any association of tenants for the Property, including the charter of articles under which such association would be created;
- b) The approval of any contracts for the furnishing of goods, utilities, maintenance or other services to the Property, if such contract shall have a term of one year or more or involve an obligation for more than \$1,000 per occurrence in any one year; or
- c) The retention of legal counsel on behalf of Owner with respect to any matter pertaining to the Property.

Article IX. Notices

Section 9.01 In writing address

All notices, demands, consents and reports provided for in this agreement shall be in writing and shall be given to the other party at the address set forth below or at such other address as either of the parties hereto may hereafter specify in writing:

OWNER: South Shores Professional Center, LLC

Isaac Poma
3863 S Vannoy Ave Blvd #5
Las Vegas NV 89103

MANAGER: Carol Cline-Ong, CCIM, RPA
CEO-Principal
MDL Group
3065 South Jones Boulevard, Suite 201
Las Vegas, Nevada 89146
Of: 702/388-1800
Fax: 702/388-1010
ccline-ong@mdlgroup.com

Section 9.02 Method

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, deposited in a United States post office or a depository for the receipt of mail regularly maintained by the post office. If so mailed, then such notice or other communication shall be deemed to have been received by the addressee on the third day following the date of such mailing. Such notices, demands, consents and reports may also be delivered by hand, or by any other method or means permitted by law.

Article X. General Provisions

Section 10.01 Relationship of Manager to Owner

Manager is engaged independently in the business of property management and acts hereunder as an independent contractor. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement, or as requiring Manager to bear any portion of losses arising out of or connected with the Owner or operation of the Property. Manager shall not, at any time during the term of this Agreement, be considered to be a direct or indirect employee of Owner. Except as provided herein, neither party shall have the power to bind or obligate the other party. Except as specifically set forth in this Agreement, Manager shall not act as the agent of Owner; and, except as provided in this Agreement, Owner shall not act as the principal of Manager.

Section 10.02 Successors and Assigns

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

Section 10.03 Attorney fees

In the event any legal action or proceeding brought by either party against the other to enforce any provision hereof by reason of any alleged breach hereunder, for a declaration of rights or obligations hereunder, or for any other remedy, the prevailing parties shall be entitled to recover such amounts as a court of competent jurisdiction may adjudge to be reasonable attorney's fees; and such amounts shall be included in any judgment rendered in such action or proceeding.

Section 10.04 Miscellaneous

The captions of individual sections are for convenience of reference only and shall not affect the construction to be given any provision hereof. This Agreement (including all exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior understandings, if any, with respect thereto and may not be amended, supplemented or terminated, nor shall any obligation hereunder or condition hereof be deemed waived, except by a written instrument to such effect signed by the party to be charged. The parties do not intend to confer any benefits hereunder on any person other than the parties. This Agreement shall be governed by and construed in

accordance with the laws of the State of Nevada. Except as herein otherwise expressly provided, no waiver of any breach of any other agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligation or act hereunder shall be deemed an extension of time for the performance of any other obligation or act.

Section 10.05 Choice of Law

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

Section 10.06 Headings

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 10.07 Complete Agreement

This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Manager with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into and/or negotiated between Owner and Manager relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Manager. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, entering into and executing this Agreement has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, or as set forth in an exhibit or appendix to this Agreement.

Section 10.08 Force Majeure

Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Manager, and any time periods required for performance shall be extended accordingly.

Section 10.09 Rights Cumulative: No Waiver

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of

this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Owner: MP
Manager: CEO

In Witness whereof, the parties hereto have executed or caused this agreement to be executed, all as of the day and year first above written.

Manager:

MDL Group

By: Carol Cline-Ong
Carol Cline-Ong, CEO

Date: 8-26-13

Owner:

South Shores Professional Center, LLC

By: [Signature]
[Signature]

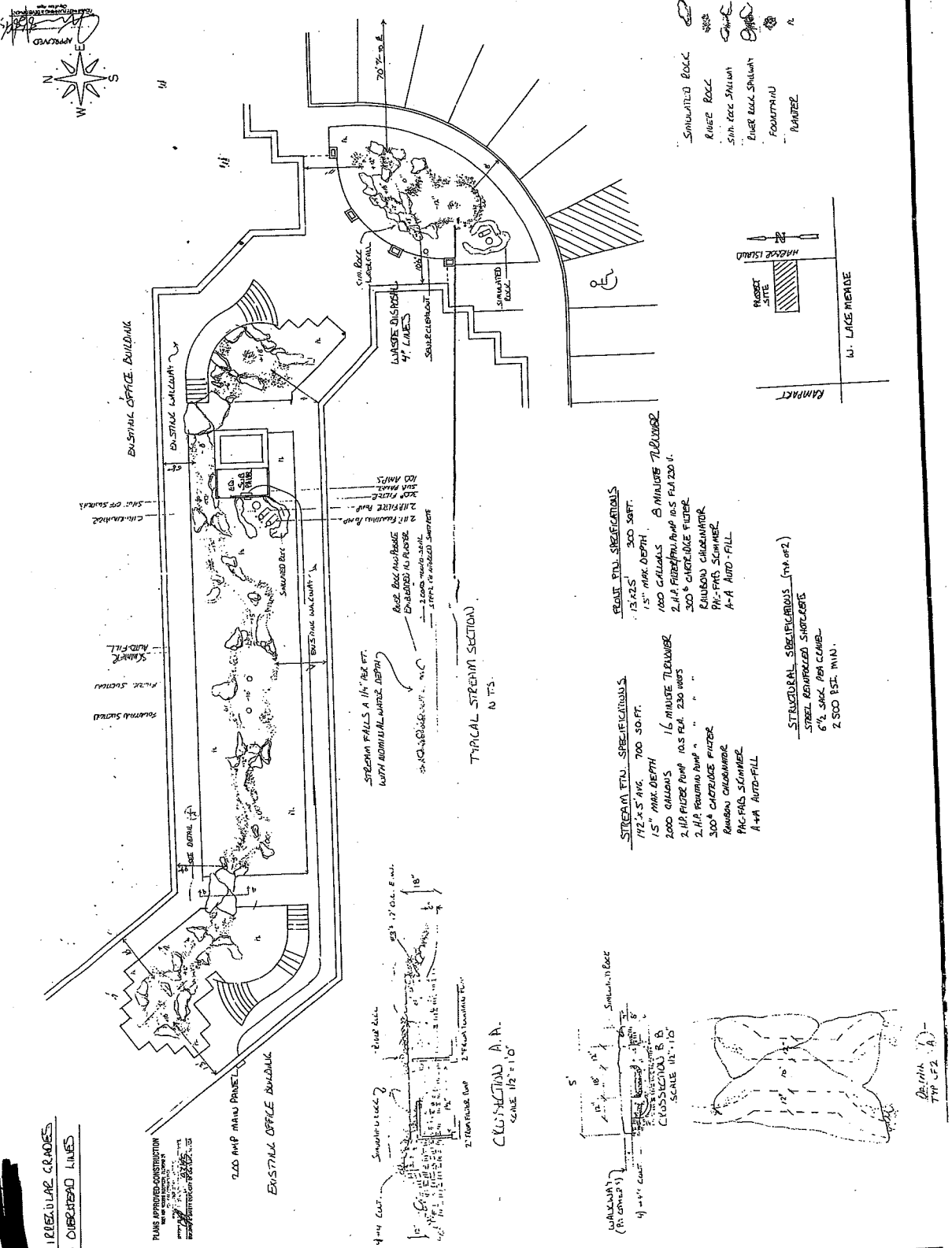
Date: 8-28-13

LETTER OF EXPENSE

If MDL Group is required to assist in asset disposition, a pre-negotiated fee will be charged the Owner for services rendered in compiling data and processing additional information beyond the contracted job functions and monthly reports as outlined in our management agreement.

In addition, if MDL Group's services are required to attend court proceedings on behalf of the Owner, a fee of \$50.00 per hour will be assessed for such services.

NO IRREGULAR GRADES
NO DISCREPANCY LINES



RECEIVED

APR 26 2016

DIR-64397

Dept of Planning
City of Las Vegas

