DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Minor Site Development Plan Review

Project Address (Location) 3415 E. Bonanza Rd.

Project Name Panel 596 Extension (Plaza Hotel) **Proposed Use** ____________

Assessor's Parcel #(s) 139-36-502-003 **Ward #** 3

General Plan: existing ________ proposed ________ **Zoning:** existing C-V proposed ________

Commercial Square Footage 120 **Floor Area Ratio** ____________

Gross Acres ____________ **Lots/Units** ________ **Density** ____________

Additional Information Embellishment for an existing billboard. I-15 north side 1500' west of Pecos

PROPERTY OWNER City of Las Vegas **Contact** ____________
Address 495 S. Main St. **Phone:** ________ **Fax:** ________
City Las Vegas **State** NV **Zip** 89101
E-mail Address ____________

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger
Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344
City Las Vegas **State** NV **Zip** 89119
E-mail Address snaftzger@lamar.com

REPRESENTATIVE ____________ **Contact** ____________
Address ____________ **Phone:** ________ **Fax:** ________
City ____________ **State** ________ **Zip** ________
E-mail Address ____________

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 Christopher Prickett (authorized agent)

Subscribed and sworn before me

This 30th day of November, 20 16.

Michelle McFadden

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 08-7309-1
MY APPT. EXPIRES JULY 9, 2020

FOR DEPARTMENT USE ONLY

Case #	**SDR-68010**
Meeting Date:	12/15/16
Total Fee:	$ 500
Date Received:*	12/1/16
Received By:	M. Ren

*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.

Revised 03/28/16

LAMAR
LAMAR ADVERTISING COMPANY

November 29, 2016

City of Las Vegas Planning Department
333 N. Rancho Dr.
Las Vegas, NV 89106

RE: Site Development Plan Review for an embellishment on an existing billboard sign at 3415 E. Bonanza Rd. (Billboard #4, 2000' west of Pecos)

Dear Sir:

Please accept this justification letter as part of this application for a 120 square foot embellishment on an existing billboard located at 3415 E. Bonanza Rd. The proposed embellishment meets all current code requirements pertaining to size, dimension and location as described in section 19.12.120 (C) (4) of the Title 19 Unified Development Code.

Please do not hesitate to call me with any questions you may have and thank you for your consideration in this matter.

Sincerely,

Scott Naftzger
Lease Manager
Lamar Central Outdoor, LLC

RECEIVED
DEC - 1 2016
City of Las Vegas
Department of Planning

SDR-68010

1863 Helm Drive • Las Vegas, Nevada 89119
PH. (702) 873-4600 FAX (702) 873-4344

SUBLEASE

THIS SUBLEASE ("Lease") is made and entered into as of April 19th, 2000, by and between Southwest Golf Limited Partnership, a Nevada limited partnership ("Lessor"), and American Outdoor Advertising, LLC, a Nevada limited liability company ("Lessee").

RECITALS

A. Lessor is the current tenant under that certain Nature Park Golf Course Lease and Management Agreement dated January 3, 1996 executed by the City of Las Vegas, a municipal corporation of the State of Nevada ("Master Lessor"), as landlord, as amended by a First Amendment to Nature Park Golf Course Lease and Management Agreement dated October 2, 1996, and as amended further by a Second Amendment to Nature Park Golf Course Lease and Management Agreement dated July 14, 1997 (collectively, the "Master Lease"), with respect to certain Leased Property more particularly described therein.

B. Lessor operates a Golf Facility on the Leased Property. In addition, Lessor has entered into a Lease Agreement ("Sign Lease") dated April 1, 1996 with Valley Outdoor Advertising Company pursuant to which Valley Outdoor Advertising Company has installed on a portion of the Leased Property four (4) outdoor advertising structures ("Existing Billboards").

C. Lessor wishes to sublease to Lessee those portions of the Leased Property upon which the Existing Billboards are situated and Lessor wishes to convey to Lessee all of its right, title and interest in and to the Sign Lease and the Existing Billboards, subject to and accordance with the further terms, covenants and provisions of this Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual agreements, covenants and promises contained in this Lease and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Definitions. Capitalized terms used in this Lease without definition shall have the meanings assigned to such terms in the Master Lease, unless the context expressly requires otherwise.

2. Premises. Subject to in accordance with the terms, covenants and provisions of this Lease, Lessor leases to Lessee and Lessee leases and accepts from Lessor that portion of the Leased Property more particularly described on Exhibit A attached to this Lease, together with a reasonable right of access to such portions of the Leased Property for ingress, egress and the installation, operation and maintenance of utility lines for the proper operation, illumination, repair, maintenance and reconstruction of the improvements now or hereafter constructed thereon (collectively, the "Premises"). In exercising any right of entry over the Leased Property pursuant to the provisions of this paragraph 2, Lessee shall use commercially reasonable efforts to not disrupt the operation of the Golf Facility on the Leased Property. In addition, Lessee shall, at its sole cost and expense, promptly repair any damage to the Golf Facility resulting from such entry.

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3. Use. The Premises may be used for the installation, construction, maintenance, operation, repair and replacement, from time to time, of off premises advertising signs and for such other lawful purposes which constitute a Permitted Use.

4. Term. The term of this Lease shall commence on the Commencement Date (as defined below) and shall expire, unless sooner terminated, on December 31, 2046 (the date which is one (1) day prior to the scheduled expiration date of the Master Lease). For the purposes of this Lease, the "Commencement Date" shall be the date this Lease is executed by Lessor and Lessee.

5. Rent. In lieu of any and all rent or other sums payable to Lessor under this Lease, Lessee has paid to Lessor, on or before the Commencement Date, the sum of Two Million Three Hundred Twenty Thousand Dollars ($2,320,000) ("Fixed Rent"). Lessor hereby acknowledges receipt of the Fixed Rent.

6. Payment to Master Lessor. As set forth in paragraph 5 above, other than Fixed Rent which was paid by Lessee to Lessor on or before the Commencement Date, Lessee shall not be obligated to make payments of rent or other charges to Lessor during the term of this Lease. Commencing on January 1, 2001 and each year thereafter, Lessee shall pay directly to the Master Lessor, one and one quarter percent (1 1/4%) of Lessee's Gross Revenues from the Existing Billboards. In no event shall the number of billboards on the Premises be increased without an amendment to this Lease. At Master Lessor's discretion, Master Lessor may, at Master Lessor's sole cost and expense, cause an audit of the Gross Revenues made during any proceeding lease year. Lessee shall make available to Master Lessor's auditor any books, receipts, or records of the Premises deemed necessary by Master Lessor or Master Lessor's agent to complete such audit. All books, receipts or other information or documents provided by Lessee to Master Lessor's auditor shall be treated confidentially (to extent allowed by law and except for the statement of Gross Revenues) and will not be used otherwise than in connection with the determination of Gross Revenues and will only be disclosed to those who need to know such information for the purpose described herein. Lessee shall be in default hereunder and Master Lessor shall have all rights or remedies at law or in equity, and Master Lessor may, at its option, declare this Lease to be terminated, if (i) Lessee shall default in the payment of any sum of money required to be paid hereunder and such default continues for thirty (30) days after written notice thereof from Master Lessor to Lessee, or (ii) Lessee shall default in the performance of any other term, covenant or condition of this Lease on the part of Lessee to be kept and performed and such default continues for forty-five (45) days after written notice thereof from Master Lessor to Lessee; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said forty-five (45) day period, then such default shall be deemed to be rectified or cured if Lessee shall, within said forty-five (45) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence. If Master Lessor elects to terminate this Lease based on a default by Lessee, it may, immediately upon the service of written notice of termination on Lessee, or at any time after the service of such notice and without a further demand or notice, enter upon and into the Premises, repossess the same and expel Lessee and its officers, employees and agents therefrom without

liability for such actions. Master Lessor shall have the right to assume the operation of the Premises and to take and retain possession of all of the structures, fixtures, furnishings and equipment, exclusive of non-attached equipment of Lessee that are used by Lessee in the operation of the Premises.

7. Maintenance and Repair. Lessee shall, throughout the term of this Lease, maintain the Premises in good condition and repair. Lessee may, at its sole cost and expense, from time to time, make alterations of or improvements to the Premises and may remove, replace or reconstruct outdoor advertising structures on the Premises. Lessee shall provide, at its sole cost and expense, such utility services, maintenance and repair services and other services as may be necessary in order to keep the billboards, and all of the structures, and fixtures that are constructed, installed or used thereon or therein, in a good, sightly, and safe condition at all times throughout the term in order to ensure a high level of physical maintenance of the billboards. Lessee shall maintain the billboards in accordance with all applicable Federal, State and local laws, ordinances and regulations. Lessor shall not permit any structure, vegetation or other improvements to be constructed on the Leased Property which would impair visibility of the outdoor advertising structures now or hereafter constructed on the Premises and Lessor grants to Lessee a reasonable right of entry to reasonably remove or trim, as the case may be, any improvements, structures or landscaping which, in any material respect, impair the visibility of the outdoor advertising structures now or hereafter constructed on the Premises.

8. Assignment and Conveyance of Sign Lease. Subject to and in accordance with the provisions of this Lease, Lessor hereby assigns, bargains, sells and conveys to Lessee and Lessee accepts from Lessor all of Lessor's right, title and interest in and to (i) the Existing Billboards, including the right to build and operate billboards on the Premises, (ii) all assignable contracts and agreements relating to the Existing Billboards, including, but not limited to, the Sign Lease (the original of which shall be delivered by Lessor to Lessee on the Commencement Date), (iii) all licenses, permits, certificates and other consents or approvals from governmental authorities or private parties which relate to the Existing Billboards or any improvements to be constructed on the Premises, (iv) all plans, specifications, drawings, reports, studies, books, records and other documents pertaining to the Existing Billboards, all of which shall be delivered by Lessor to Lessee on the Commencement Date, and (v) all of Lessor's right, title and interest in and to the rents payable under the Sign Lease after the Commencement Date. In this regard, on the Commencement Date, Lessor shall pay to Lessee any rentals previously paid under the Sign Lease which are applicable for periods of time subsequent to the Commencement Date.

9. Representations and Warranties of Lessor. Lessor hereby represents and warrants to Lessee as follows:

(a) Lessor has the full right, power and authority to enter into this Lease and perform all of its obligations under this Lease and the execution and delivery of this Lease and the performance by Lessor of its obligations under this Lease require no further action or approval of any other person except as identified in this Lease in order for this Lease to be the legal, binding and enforceable obligation of Lessor.

(b) To the best of Lessor's knowledge, the Existing Billboards are not in violation of any property laws or governmental regulations that would not permit Lessee from utilizing the Existing Billboards in accordance with their current usage.

(c) To the best of Lessor's knowledge, there has been no written demand by any person, nor has there been any litigation against or pertaining to the Existing Billboards which has not been complied with to the satisfaction of the entity making such demand. To the best of Lessor's knowledge, no defect or condition exists with respect to the Existing Billboards which would adversely affect the value of the Premises.

(d) No person, firm or entity other than Lessee has any right to acquire the Existing Billboards or any part thereof.

(e) To the best of Lessor's actual knowledge, all licenses, permits, certificates and other consents or approvals from governmental authorities or private parties which relate to the Existing Billboards are fully assignable.

(f) Lessor acknowledges and agrees that Lessor will not do or permit to be done any act that will invalidate, attack or affect in any manner whatsoever Lessee's rights in and to the Premises arising out of this Lease.

10. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor that (i) Lessee has the full right, power and authority to enter into this Lease and to carry out Lessee's obligations hereunder and to perform all of its obligations under this Lease, and (ii) the execution and delivery of this Lease and the performance by Lessee of its obligations under this Lease require no further action or approval of any other person, except as identified in this Lease, in order that this Lease be the legal, binding and enforceable obligation of Lessee.

11. Quiet Enjoyment. So long as Lessee is not in breach or default of this Lease (any required notice having been given and any applicable cure having expired), Lessee may quietly have, hold and enjoy the Premises throughout the term of this Lease.

12. Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to or from the other, such notice or demand shall be given or served in writing and shall not be deemed to have been given or served unless forwarded by personal delivery or by certified or registered mail, return receipt requested, addressed to Lessor and Lessee at the addresses set forth below. Either party may change such address by written notice in the manner specified in this paragraph. Notice shall be deemed delivered three (3) days following deposit in the United States mail, certified or registered, or when personally delivered.

If to Lessor:	Southwest Golf Limited Partnership c/o S.W.G., Inc. 5500 East Flamingo Road Las Vegas, Nevada 89122 Attn: Michael Luce, Secretary
With a copy to:	Moran & Associates 630 South Fourth Street, Suite 400 Las Vegas, Nevada 89101 Attn: Lew Brandon, Jr., Esq.
If to Lessee:	American Outdoor Advertising, LLC 4180 Boulder Highway Las Vegas, Nevada 89121 Attn: Tom LeClaire
With a copy to:	Mariscal, Weeks, McIntyre & Friedlander, P.A. 2901 North Central Avenue Suite 200 Phoenix, Arizona 85012 Attn: David L. Lansky

13. Time of Essence. Lessor and Lessee agree that time is of the essence of this Lease.

14. Successors and Assigns. The terms and provisions of this Lease are to apply to, benefit and bind the successors and assigns of Lessor and Lessee.

15. Entire Agreement. This Lease, including the exhibits, contains the entire agreement between Lessor and Lessee pertaining to the Premises and the Existing Billboards and fully supercedes all prior agreements and understandings between Lessor and Lessee with respect to the Premises and the Existing Billboards.

16. Further Assurances. Lessor and Lessee agree that each will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the execution of this Lease, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Lease.

17. Attorney's Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Lease, the substantially prevailing party shall be entitled to recovery from the nonprevailing party all of its reasonable expenses, including but not limited to reasonable attorney's fees.

18. Severability. If any provision of this Lease is determined by a court of competent

jurisdiction to be invalid or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect.

19. Applicable Law. The construction, enforcement, interpretation and validity of this Lease shall be governed by the internal laws of the State of Nevada. The obligations of the parties are performable and venue for any legal action arising out of this Lease shall lay in Clark County District Court, Nevada.

20. No Third Party Beneficiary. The provisions of this Lease to be executed are and will be for the benefit of Lessor and Lessee only and are not for the benefit of any third party and, accordingly, no third party shall have the right to enforce the provisions of this Lease.

21. Exhibits. All exhibits attached to this Lease shall be deemed to be an integral part of this Lease and are hereby incorporated into this Lease by reference.

22. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended to any extent and for any purpose to limit or define the text of any section or subsection of this Lease.

23. Construction. Lessor and Lessee acknowledge that the parties and their respective legal counsel have reviewed this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibit.

24. Amendment. This Lease may be amended or modified only by an instrument in writing executed by both Lessor and Lessee.

25. Brokers, Finders. Lessor has not taken any action or dealt with any person in any manner which will result in any liability to Lessee to pay any brokerage fee or commission or finders fee with respect to this Lease or the transaction contemplated by this Lease.

26. Noninterference; No Encumbrances. Lessor shall not create, incur or suffer to exist and claim, lien, change or encumbrance upon the Premises. Further, no amendment, modification, termination or surrender of the Master Lease made by Lessor without the consent of Lessee shall be binding upon Lessee or the Premises.

27. Possession and Surrender. Possession of the Existing Billboards shall be delivered to Lessee on the Commencement Date. Thereafter, throughout the term of this Lease, Lessee shall have sole and exclusive possession of the Existing Billboards, subject to the Sign Lease.

28. Taxes. Lessor shall pay, or cause to be paid, all real property taxes and assessments against the Leased Property prior to the Commencement Date. From and after the Commencement Date, Lessee shall be solely responsible for any real and/or personal property taxes levied and

assessed against the Existing Billboards. On or before the Commencement Date, Lessor shall pay or cause to be paid any personal property taxes or assessments payable with respect to the Existing Billboards for periods of time prior to the Commencement Date.

29. Reciprocal Indemnity. Lessee shall indemnify, defend and hold Lessor and the Master Lessor harmless for, from and against liability, loss, damage, costs, or expenses, including attorney's fees, judgments, claims, liens and demands in connection with, arising out of or by reason of any act, omission or negligence of Lessee, is agents, servants, contractors or employees in connection with the Premises, except to the extent caused by the negligence, recklessness or willfulness conduct of Lessor or Master Lessor. Lessor shall indemnify, defend and hold Lessee harmless for, from and against any liability, loss, damages, costs, expenses, including attorney's fees, judgments, claims, liens and demands in connection with, arising out of, or by reason of the negligence, recklessness or willfulness conduct of Lessor, its agents, servants, contractors or employees on or about the Leased Property or resulting from a breach of this Lease. The indemnified party shall provide the indemnifying party notice of any such claims of liability with reasonable promptness and the indemnifying party, at its election, shall have the right of defense in such proceedings by counsel of its own choosing (but reasonably satisfactory to the indemnified party) at the indemnifying party's expense. The indemnified party shall cooperate fully in all respects with the indemnifying party in any such defense including, without limitation, by making available to the indemnifying party all pertinent information under the control of the indemnified party. If the indemnifying party so notifies the indemnified party concurrently with the indemnifying party's notice of election to defend, the indemnifying party may defend, but not settle, a claim with waiving its right to assert that such claim is not subject to indemnity agreements of this Lease. If the indemnifying party elects to defend the claim, the indemnified party may, at the indemnified party's expense, participate in such matter with counsel of the indemnified party's own choosing. In addition, Lessor and Lessee shall each comply with the indemnification agreement in Section 16 of the Master Lease.

30. Insurance. Lessee shall, at its sole cost and expense, obtain and keep in force and effect during the entire term of this Lease a policy of commercial general liability insurance with respect to the Premises with a combined single limit of not less than One Million Dollars ($1,000,000), per occurrence. Lessor shall be named as an additional insured. Lessor shall, at its sole cost and expense, obtain and keep in force and effect during the entire term of this Lease a policy of general commercial liability insurance with respect to the Leased Property with a combined single limit of at least One Million Dollars ($1,000,000), per occurrence. Lessee shall be named as an additional insured. Each policy of insurance that is required by this section shall be issued by an insurance company that is authorized to do business in the State of Nevada with a financial rating of at least +3A status as is shown in the most recent edition of Best Insurance Reports, be issued as a primary policy and contain an endorsement that requires at least thirty (30) days written notice from the insurance company to Lessor and Lessee before any cancellation or change in coverage, scope or amount of the policy may be effective. In addition, Lessor and Lessee shall each maintain the insurance coverages required by the Master Lease.

31. Opportunity to Cure. Neither Lessor nor Lessee shall be deemed to be in breach or default of this Lease unless such failure to perform remains uncured for a period of thirty (30) days following delivery of written notice of such failure; provided, however, if such failure is of a nature that it cannot be reasonably cured within thirty (30) days, Lessor or Lessee shall not be deemed to be in breach or default if Lessor or Lessee, as the case may be, commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period of time.

32. Waiver of Subrogation. Lessor and Lessee each hereby waive any rights one may against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, or their respective property arising from any risk generally covered by a "causes of loss-special form" policy of property insurance and from any risk covered a policy of property insurance then in effect. In addition, Lessor and Lessee, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any such insurance company may have against Lessor or Lessee.

33. Counterparts. This Lease may be executed in any number of counterparts.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

Lessor:

Southwest Golf Limited Partnership,
a Nevada limited partnership

By: S.W.G., Inc.,
a Nevada corporation,
its General Partner

By: ______________________
Michael Luce, Secretary

Lessee:

American Outdoor Advertising, LLC,
a Nevada limited liability company

By: ______________________
(Signature)

Name: Jim LeClair Title Managing Member
(Print Name)

The foregoing Sublease is hereby acknowledged by the undersigned Master Lessor:

City of Las Vegas,
a municipal corporation of the State of Nevada

By: ______________________
OSCAR B. GODMAN, Mayor

Attest:

By ______________________
BARBARA JO RONEMUS, City Clerk

EXHIBIT A TO SUBLEASE

Description of Premises Leased to American Outdoor Advertising

That portion of the Leased Property occupied by the base of the Existing Billboards as shown on the site plan attached hereto and located as follows:

1. Billboard No. 1 - Billboard base located 201 feet West and 2.5 feet North.
2. Billboard No. 2 - Billboard base located 764 feet West and 2.5 Feet North.
3. Billboard No. 3 - Billboard base located 1324 feet West and 2.5 feet North.
4. Billboard No. 4 - Billboard base located 1861 feet West and 2.5 feet North.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of November ____, 2000, by and among **American Outdoor Advertising LLC**, a Nevada limited liability company (the "Seller"), and **Lamar Advertising Company**, a Delaware corporation ("Buyer") and those undersigned members and other equity holders of the Seller who join as parties to this Agreement solely for purposes of Sections 10 and 11 hereto (the "Equity Holders") (Buyer, the Seller and the Equity Holders are sometimes herein referred to individually as a "Party" and collectively as the "Parties").

RECITALS

The Seller is engaged in the business of owning and operating outdoor signs and billboards and otherwise providing outdoor advertising services (the "Business"). The Seller desires to sell and assign the outdoor advertising assets specified in this Agreement to Buyer, and Buyer desires to purchase such assets and to assume certain liabilities associated with such assets, pursuant to the terms, conditions, limitations and exclusions contained in this Agreement.

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the terms listed on Exhibit A attached hereto have the meanings specified or referred to in Exhibit A.

2. PURCHASE AND SALE OF THE ASSETS

2.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, the Seller hereby agrees to grant, sell, assign, transfer, convey and deliver all right, title and interest in and to the Purchased Assets, free and clear of any Security Interests (except for Permitted Liens or as otherwise specifically permitted pursuant to the provisions of this Agreement), and Buyer hereby agrees to buy and acquire the Purchased Assets from the Seller, and to assume the Assumed Liabilities.

2.2 Purchased Assets. The Purchased Assets are those certain assets of the Seller specifically set forth in the following paragraphs:

(a) The billboard displays, and other out-of-home advertising structures listed on Schedule 2.2(a), (which Schedule shall be amended to include the billboard structure at 3755 Las Vegas Blvd. South in the event the Seller meets the Conditions set forth in Section 2.9) together with all components, fixtures, parts, appurtenances and equipment attached to or made a part thereof including, for illuminated structures, all electrical connections, wiring and lighting

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components associated therewith that are existing, under construction, or for which the Seller has any rights (collectively, the "Structures");

(b) All federal, state and local licenses or permits/tags which the Seller has with respect to the Structures and all other Governmental Authorizations that are required for the ownership and operation of the Structures or that are otherwise necessary for the operation of the Business of the Seller (collectively, the "Permits");

(c) All (i) rights under existing and pending sales and advertising contracts associated with the Structures, including, without limitation, those listed on Schedule 2.2(c)(i) (collectively, the "Advertising Contracts"), (ii) rights to the advertising copy displayed on the Structures as of the Closing Date and security deposits, if any, with respect thereto, (iii) rights under all utilities contracts associated with the Structures (the "Assumed Contracts");

(d) All leases, licenses, easements, other rights of ingress or egress associated with the Structures and all other grants of the right to place, construct, own, operate, or maintain the Structures on land, buildings and other real property owned by third parties, and all extensions, modifications, or renewals thereof and all rights therein (collectively, the "Site Leases"), including, without limitation, those listed on Schedule 2.2(d);

(e) Old vinyls on hand owned by the Seller and used in the operation of the Structures (collectively, the "Tangible Personal Property");

(f) Prepaid expenses (including prepaid rents) and security deposits in existence on the Closing Date;

(g) All books and records related to the Structures, Permits, Site Leases and Advertising Contracts (the "Books and Records"); and

(h) All rights (including any benefits arising therefrom), causes of action, claims and demands of whatever nature (whether or not liquidated) of the Seller relating to the Purchased Assets described in subparagraphs 2.2(a)-(g) above including, without limitation, condemnation rights and proceeds, and all rights against suppliers under warranties covering any of the same.

2.3 <u>Excluded Assets</u>. Notwithstanding anything to the contrary contained herein, any assets of the Seller not listed in Section 2.2 are excluded from the Purchased Assets and shall be retained by the Seller.

2.4 <u>Agreement to Assume Certain Liabilities</u>. At the Closing, Buyer shall assume and agree to discharge and perform all liabilities and obligations of the Seller relating to the Purchased Assets that arise or are attributable to events occurring on or after the Closing Date pursuant to the Advertising Contracts, the Site Leases, the Permits and the Assumed Contracts but only to the extent that (i) such liabilities and obligations are performable on or after the Closing Date; and (ii) such liabilities and obligations are attributable to periods arising on or

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after the Closing Date. The liabilities and obligations described in this Section 2.4 are collectively referred to herein as the "Assumed Liabilities."

2.5 **Excluded Liabilities**. All claims against and liabilities and obligations of the Seller not assumed by Buyer pursuant to Section 2.4 are excluded and shall not be assumed or discharged by Buyer, and shall be discharged in full when due by the Seller (the "Excluded Liabilities").

2.6 **Closing**. The purchase and sale of the Purchased Assets (the "Closing") provided for in this Agreement will take place, subject to the satisfaction of the conditions in Sections 7 and 8 of this Agreement, on the later of (i) January 3, 2001, (ii) five (5) days immediately following the expiration or termination of the applicable waiting period under the HSR Act, or (iii) such later time and place as the Parties may agree. The effective time of the Closing shall be 12:00 p.m., Eastern Standard Time, on the Closing Date.

2.7 **Purchase Price**. In consideration for the Purchased Assets, Buyer shall assume the Assumed Liabilities, and pay and deliver to Seller and any Purchased Assets lien holder, as applicable, an aggregate amount equal to Thirty Million Nine Hundred Seventy-Eight Thousand Five Hundred and Twenty-Eight Dollars ($30,978,528), which amount shall be subject to adjustment as provided in Section 2.8 (the "Purchase Price"). The Purchase Price will be delivered by Buyer by means of a wire transfer of immediately available cash funds to an account designated by the Seller or lien holder, as applicable; provided, that in the event the Seller has not met the Conditions set forth in Section 2.9 prior to the Closing, Two Million Eight Hundred Eighteen Thousand Five Hundred Sixty Dollars ($2,818,560) (the "Escrow Amount) shall be paid to the Escrow Account pursuant to Section 2.9. The parties agree to cooperate with each other in determining and reaching an agreement in writing on the allocation of the Purchase Price among the Purchased Assets at or prior to Closing.

2.8 **Adjustment of the Purchase Price**. The Purchase Price shall be subject to adjustment at Closing as follows:

(a) All items of expense and revenue relating to the Purchased Assets, to the extent such items relate to pre-closing and post-closing time periods, shall be prorated between the Seller and Buyer as of the Closing Date. Such items include, but shall not be limited to, utility charges, real and personal property taxes, rents (including percentage rents), insurance premiums, accounts receivable and Advertising Contract revenue. With respect to rents and security deposits under Site Leases, the prorations will include a credit to Seller for the prepaid rents and deposits shown on Schedule 2.8(a). Prorations will be on a dollar-for-dollar basis. Any items of expense or revenue not determinable at the Closing shall be prorated on the basis of the most current information available at Closing and reasonably acceptable to Buyer and Seller.

(b) No less than five (5) business days preceding the Closing Date, Seller shall provide to Buyer a list of items and the prorations required by this Section 2.8 together with the appropriate adjustment to the Purchase Price. Seller agrees to furnish Buyer with any documents or records in Seller's possession that may be needed for Buyer to confirm the adjustments in this Section 2.8.

(c) If any dispute arises over the adjustment under this Section 2.8, such adjustment to the Purchase Price shall nonetheless be promptly made to the extent such amount is not in dispute. If any such dispute cannot be resolved by the Parties, then Buyer's accountants and the Seller's accountants shall jointly designate a third independent certified public accountant (the "Third Accountant") with offices in the greater metropolitan Las Vegas area and the resolution of such dispute shall be made by the Third Accountant. The determination of the Third Accountant shall be final and binding upon the parties to this Agreement. Buyer and Seller shall each pay one-half (1/2) of the fees and expenses of the Third Accountant. Each party shall otherwise bear its own costs and expenses associated with the resolution of such dispute, including the fees and expenses of their respective accountants and attorneys.

2.9 **Escrow**. The Buyer shall deliver the Escrow Amount at the Closing to an escrow agent by means of wire transfer of immediately available cash funds to an account specified by such escrow agent (the "Escrow Account"). The Escrow Amount shall be held and disbursed by the escrow agent in accordance with the terms and provisions of the Escrow Agreement. Notwithstanding the foregoing, in the event the Seller obtains an appropriate permit for a billboard structure at 3755 Las Vegas Blvd. South and such billboard structure is ready to accept advertising prior to the Closing (the "Conditions"), the Buyer shall deliver the Escrow Amount at the Closing to Seller in accordance with Section 2.7.

2.10 **Transactions at the Closing.** The following transactions shall take place at the Closing:

(a) The Seller shall execute and deliver to Buyer (i) the Assignment of Contracts, (ii) the Bill of Sale, (iii) the Escrow Agreement (to the extent applicable), (iv) the JTL Holdings LLC Lease, (v) the Non-Competition Agreement, (vi) a letter authorizing the appropriate Governmental Body to transfer all Permits to Buyer, and (vii) all other instruments of transfer, and all other related documents as may be necessary to evidence or perfect the sale, assignment, transfer and conveyance of the Purchased Assets in accordance with this Agreement;

(b) The Equity Holders shall execute and deliver to Buyer the Non-Competition Agreement;

(c) Seller shall deliver the Books and Records to the Buyer;

(d) Seller shall deliver, or arrange for delivery of, the Tangible Personal Property to the Buyer;

(e) Buyer shall deliver to the Seller and to the Escrow Account an amount equal to the Purchase Price as provided under Sections 2.7 and 2.9;

(f) Buyer shall execute and deliver to the Seller (i) the Assignment of Contracts, (ii) the Bill of Sale, (iii) the Escrow Agreement, (iv) the ~~JTL Holdings LLC Lease, (v)~~ the Non-Competition Agreement, (vi) a letter authorizing the appropriate Governmental Body to transfer all Permits to Buyer, and (vii) all other assumption agreements, instructions and other

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documents as may be necessary to evidence the assumption by Buyer of the Assumed Liabilities; and

(g) The Parties shall deliver to each other such other agreements, instruments, opinions, certificates and other documents referred to in this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to Buyer as follows:

3.1 **Organization and Good Standing.** The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full power and authority to conduct the Business as it is now being conducted, to own or use the Purchased Assets, and to perform all its obligations. The Seller is duly qualified and in good standing to do business in each jurisdiction in which the Purchased Assets are owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the lack of such qualification would not have a Material Adverse Effect.

3.2 **Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms. Upon the execution and delivery by the Seller of any Closing Documents to be executed at Closing pursuant to this Agreement, such Closing Documents shall constitute the legal, valid, and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms. The Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Closing Documents to which it is a Party and to perform its obligations thereunder. The execution, delivery and performance of this Agreement have been duly authorized and no further action on the part of the Seller, the members and the managers of the Seller is required in connection therewith.

(b) Neither the execution and delivery by the Seller of this Agreement nor the consummation or performance by the Seller of any of the Contemplated Transactions will:

(i) conflict with, violate, or result in a breach of: (A) any provision of the Organizational Documents of the Seller; (B) any Legal Requirement or any Order to which the Seller or any of the Purchased Assets may be subject; or (C) any Contract to which the Seller is a Party or by which the Purchased Assets may be bound; or

(ii) (A) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, ~~or to cancel, terminate, or modify~~, any interest or rights of the Seller under, any Contract; or (B) result in the imposition or creation of any Security Interest upon or with respect to any of the Purchased Assets.

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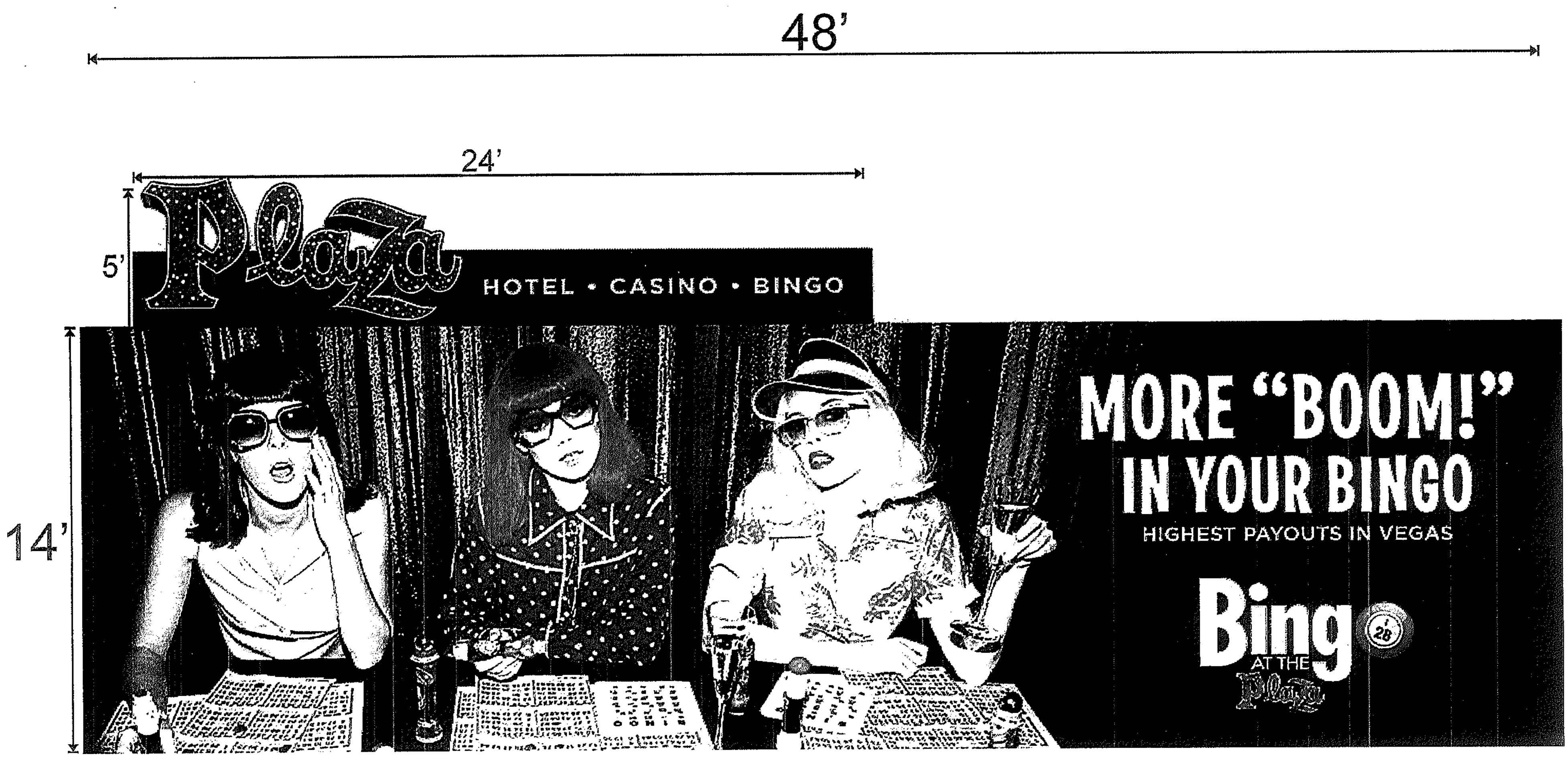


Billboard: 14' X 48' (672 sq. ft.)
Embellishment: 5' X 24' (120 sq. ft.)

SDR-68010

RECEIVED
DEC - 1 2016
City of Las Vegas
Department of Planning

December 7, 2016

City of Las Vegas
% Real Estate Division
333 North Rancho Drive, 8^{th} Floor
Las Vegas, NV 89106

RE: Embellishment on an existing Off-Premise Sign located at 3415 East Bonanza Road: SDR-68010

Dear Mr. Naftzger:

It has been determined that the proposed addition of a 120.00 square-foot Embellishment on an existing 57-foot tall, 14-foot by 48-foot Off-Premise Sign at 3415 East Bonanza Road meets the standard for approval as defined in Title 19.12.120 of the Unified Development Code of the City of Las Vegas, subject to the following.

1. Conformance to the submitted elevations dated December 1, 2016.

2. All previously approved entitlements for embellishments not depicted on the plans date stamped December 1, 2016 shall be expunged.

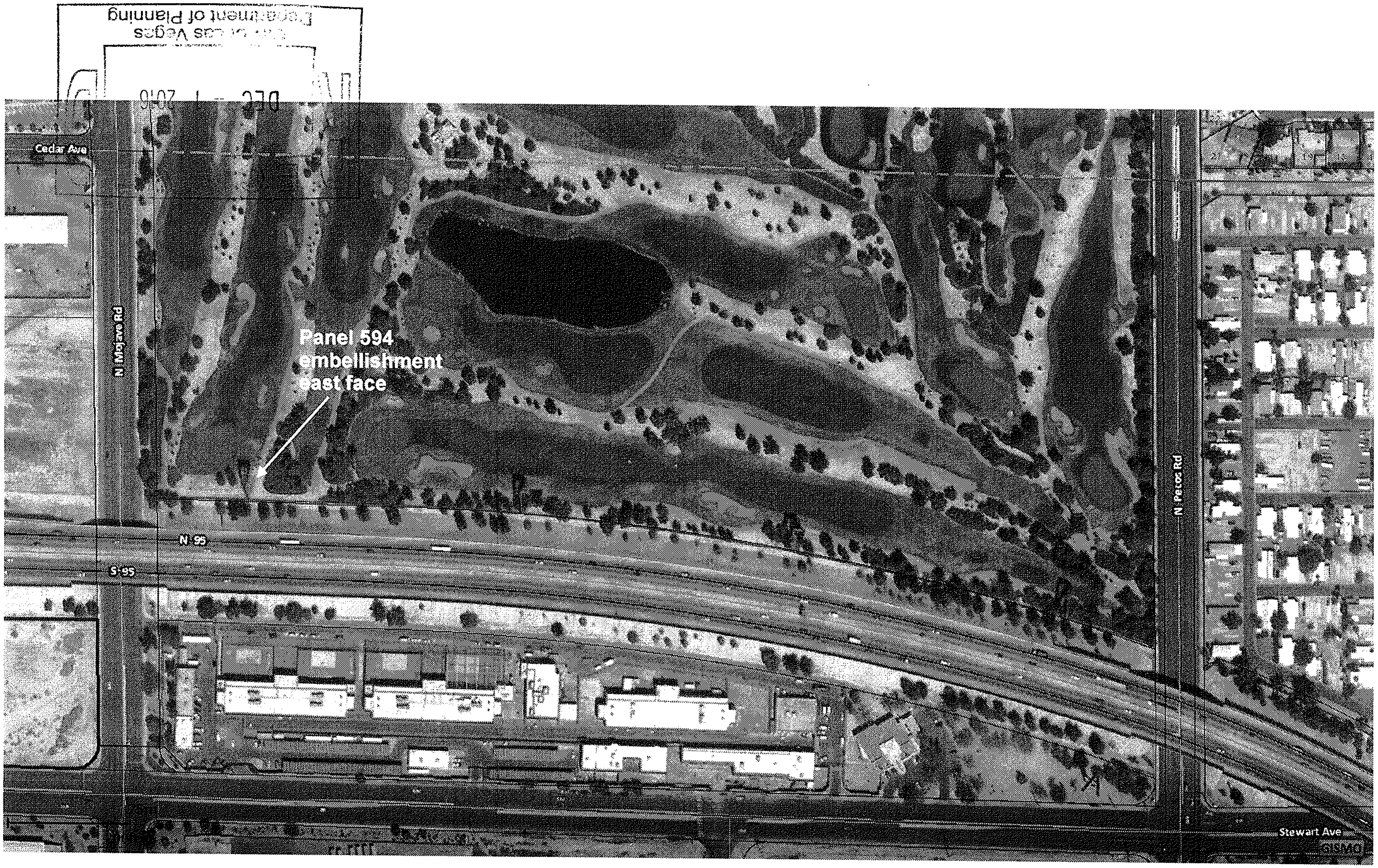
3. This Minor Site Development Plan Review is final; no additional applications will be required.

If you have any questions, please feel free to contact me at (702) 229-6711.

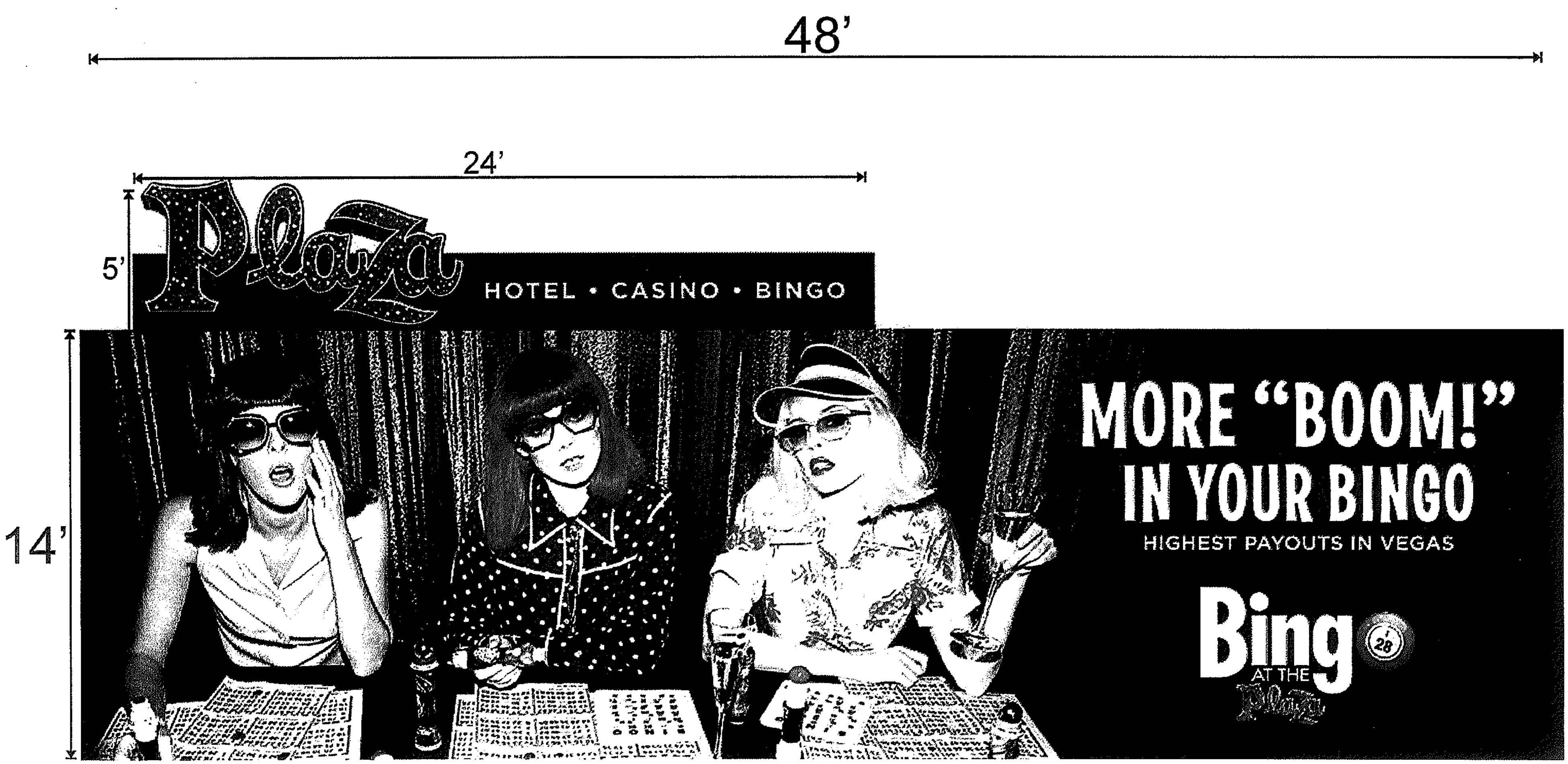
Sincerely,

John Grider, Planner I
Current Planning Division
Department of Planning

cc: Mr. Scott Naftzger
Lamar Central Outdoor, LLC.
1863 Helm Drive
Las Vegas, NV 89119


Cedar Ave
N Mojave Rd
Panel 594
embellishment
east face
N 95
S 95
N Pecos Rd
Stewart Ave
GISMO

SDR-68010



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SDR-68010