

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement"), is made and entered into this 16th day of MARCH, 2009 ("Effective Date"), by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("Buyer"), STUGOTS, LLC, a Nevada limited liability company, as to an undivided 50% interest ("Stugots"), and the DLJ MARITAL TRUST dated July 5, 2005, Donald Jarchow, TRUSTEE, as to an undivided 50% interest ("Trust"), (collectively "Sellers"). Buyer, Stugots, and Trust individually or collectively are referred to herein as the "Party" or "Parties."

RECITALS

WHEREAS, Sellers own certain real property located on the west side of Main Street south of Clark Avenue, commonly known as 500 South Main Street also identified as APN: 139-34-201-009 ("Property"); and

WHEREAS, Sellers desire to sell to Buyer and Buyer desires to purchase the Property from the Sellers, and

WHEREAS, the Parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Property.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms by which Buyer will purchase the Property from Sellers as hereinafter described.

2. THE PROPERTY

The Property consists of approximately +/-0.39 acres, identified as APN: 139-34-201-009, and is generally depicted in Exhibit A and described in Exhibit B, both of which are attached hereto and incorporated herein by this reference, including all buildings and any other improvements and all right, title and interest of Sellers in and to adjacent streets, roads, alleys and rights-of-way.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, Sellers agree to sell and Buyer agrees to purchase the Property as described in Section 2 above.

4. ACQUISITION OF PROPERTY

The Buyer shall pay Sellers, as compensation for the acquisition of Sellers' interests in the Property, including the value of the real estate, buildings, all claims that were or could have been asserted by Sellers, all claims which could have been asserted by Sellers for just compensation for the land, the improvements, statutory relocation benefits, business goodwill, non-movable fixtures and

equipment, non-reimbursable reestablishment expenses, loss of profits, down time during move, and all claims that Sellers may have against the Buyer, including any claim for statutory costs, the amount of **Three Million Five Hundred Seventeen Thousand Dollars and No Cents (\$3,517,000.00)** (the "Purchase Price"). The Purchase Price **includes** a lump sum payment of **One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00)** to be paid by the Seller to Richard Burgel, The Nevada Mint Incorporated, doing business as Main Street Antiques ("Sellers' Tenant"). In accordance with the Lease Termination Agreement, as hereafter described, the Buyer also agrees to pay the Sellers' Tenant **One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00)**. The total sum of **Three Hundred and Fifty Thousand Dollars and No Cents (\$350,000.00)** will be paid through escrow to Sellers' Tenant upon execution of this Agreement and the Lease Termination Agreement, at close of escrow, attached hereto as Exhibit E and incorporated herein. As more specifically set forth in the Section 13 of this Agreement, a condition precedent to the execution of this Agreement is the Sellers' execution of the Lease Termination Agreement between the Parties and Sellers' Tenant.

The entire Purchase Price for the Property less any earnest deposit is due and payable at the close of escrow as described in Section 8 below.

5. RELEASE AND CLAIMS FOR INDEMNITY

a. Sellers hereby release and forever discharge, on behalf of Sellers and their creditors, successors, assigns, heirs, executors and administrators, the Buyer (including the City of Las Vegas, and its council members, employees, agents, contractors and affiliates) from any and all demands, claims or causes of action against the Buyer, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, the acquisition of Sellers' interests in the Property, and the operation by Seller of any business upon the Property, including, but not limited, to any claims for compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, down time during the move, severance damages, interest, litigation expenses, attorneys' fees and costs, loss or damages for inverse condemnation, unreasonable pre-condemnation delay, unreasonable pre-condemnation activities and statutory relocation benefits (collectively "Claims"). Seller expressly acknowledges that this release extends to any Claims which the Seller does not know or suspect to exist in his favor at the time of executing the release, which if known by Seller may have materially affected this Agreement with the Buyer.

b. In the event that Sellers, Sellers' Tenant, any partner of Sellers, any entity in which Sellers have an interest, and/or person or entity that owns (or has owned) real property in which Sellers have (or have had) an interest makes or prosecutes any claim, demand or cause of action against the Buyer for any Claims, Sellers shall indemnify the Buyer with regard to damages awarded with regard to, hold the Buyer harmless against, and defend the Buyer with regard to, any such claim, demand or cause of action against the Buyer for any Claims released by this Agreement.

6. GENERAL REPRESENTATIONS AND WARRANTIES

Representations and Warranties by Sellers.

a. To Sellers' knowledge, the Property is not in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, the soil and ground water conditions or above or below ground storage tanks. To Sellers' knowledge, neither Sellers nor any third party, including, but

not limited to, Sellers' predecessors in title, has used, generated, manufactured, treated, stored, placed, deposited, discharged, released or disposed of polychlorinated biphenyls, asbestos or any Hazardous Materials on, under or about the Property or transported the same to or from the Property. For purposes of this Agreement, "Hazardous Materials" includes, but is not limited to, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in any federal, state or local law, regulation or ordinance and any petroleum and petroleum products, including crude oil and any product derived directly or indirectly from petroleum or crude oil.

b. Sellers' own fee simple title to the Property. To Sellers' knowledge, there is no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any person, firm or corporation.

c. This Agreement and all documents executed by Sellers which are to be delivered to Buyer prior to the Close of Escrow are intended to be legal, valid, and binding obligations of the Sellers and are enforceable in accordance with their respective terms.

d. To Sellers' knowledge, there is not any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, which could result in a lien on or lis pendens affecting all or any portion of the Property.

e. There are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or, to Sellers' knowledge, threatened against or relating to the Property.

Each representation and warranty given above in this Section is true in all respects as of the Effective Date and shall be true in all respects on the Close of Escrow. All of Sellers' representations and warranties are made for the exclusive benefit of Buyer and shall not inure to, nor are they made for the benefit of any other person or entity, whether known or foreseeable.

Each representation and warranty given above in this Section (i) shall survive the Close of Escrow for a period of twelve (12) months and not merge with the delivery of the Deed under this Agreement, and (ii) is material and being relied upon by the other party.

Representations and Warranties by Buyer.

a. Buyer hereby represents, warrants and acknowledges to Sellers that Buyer shall have had an adequate period of time to inspect, examine and investigate the Property (including, without limitation, the condition of title thereto). If Buyer elects to consummate the purchase of the Property after making such inspections, examinations and investigations, Buyer represents, warrants and agrees that Buyer is relying solely on its own inspections, examinations and investigations in making the decision to purchase the Property. Except as otherwise expressly set forth herein, Buyer acknowledges that it is purchasing the property "as is, where is" and "with all faults, liabilities, and defects, latent or otherwise known and unknown," and without any warranties, representations or guaranties of any kind, oral or written, express or implied, concerning the Property or any portion thereof, from or on behalf of Sellers.

Buyer and Sellers each represent and warrant that:

- a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;
- b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of Buyer or Sellers as provided in this Agreement;
- c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.

7. EARNEST MONEY DEPOSIT

Within five (5) business days of the effective date of agreement, Buyer shall deliver to the Escrow Agent (as defined in Section 9 below) a deposit (the "Earnest Money Deposit") in the amount of Five Thousand Dollars and No Cents (\$5,000.00).

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Property, the Earnest Money Deposit shall be applied toward the purchase price of the Property.

8. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the Sellers agree to convey to the Buyer the Property in accordance with this Agreement. Except as otherwise specifically provided; the parties shall each pay one half of all escrow fees related to the conveyance of the Property, including title insurance premiums, and closing costs. Buyer is exempt from paying any property taxes and Real Property Transfer Tax in the closing of this escrow. Buyer shall pay additional cost of ALTA coverage.

9. ESCROW

The parties agreed to and have opened escrow # 08-01-0700-KR with Nevada Title Commercial Division, ("Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of Buyer and Sellers, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. Buyer and Sellers shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Agreement relating to Escrow Agent in writing, delivered to Buyer and to the Sellers upon the opening of the escrow, shall carry out its duties as Escrow Agent hereunder. For purposes of opening and closing escrow, amending any terms of the Agreement other than the Purchase Price, executing any documents other than deeds, Buyer's City Manager, Elizabeth N. Fretwell, or her written designee, is authorized to represent Buyer in this matter.

Sellers shall timely and properly execute, acknowledge and deliver to the Escrow Agent the Grant, Bargain & Sale Deed conveying title to the Property in accordance with this Agreement in the form attached hereto as Exhibit C.

Upon delivery of the deed to the Escrow Agent by Sellers and upon delivery by Buyer of the Purchase Price pursuant to this Agreement, Escrow Agent shall record such deed when title can be vested and title insurance as required by Section 15 hereof can be provided in accordance with the terms and provisions of this Agreement. Escrow Agent shall confirm that **Buyer is exempt from paying all taxes including any transfer tax with respect to the acquisition of the Property.**

The Escrow Agent is authorized and instructed to:

a. Ten (10) days prior to Close of Escrow, Escrow Agent shall provide an updated preliminary title report (the "PTR") for the Property. Thereafter, Buyer shall have five (5) days from receipt thereof in which to accept, reject or request modification of the PTR. Failure to object to the PTR within five (5) days after delivery shall be deemed to represent Buyer's approval of the PTR. The exceptions to title accepted by Buyer shall be deemed the Permitted Exceptions with respect to the Property. Upon any objection by Buyer to any exception in the PTR, Escrow Agent, with the total cooperation of Sellers, shall determine what action is necessary to satisfy and cancel such exception. Upon any such objection, Sellers shall provide Escrow Agent and Buyer with any and all information and documents related to the exception, contact information for any party involved in the exception, and any documents or information requested by Escrow Agent with respect to the exception. At its sole cost and expense, Sellers shall also take any action requested by Escrow Agent to provide title to Buyer in the condition of Section 12 below.

b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Property. Before such payments are made, the Escrow Agent shall notify Buyer and the Sellers of the fees, charges and costs necessary to clear title and close the escrow.

c. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by Buyer and the Sellers;

d. Obtain and charge the parties the cost of a title insurance policy insuring title to the Property in conformance with the requirements of Section 15 below. The additional cost of an ALTA policy if desired by Buyer shall be borne entirely by Buyer.

e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in accordance with the terms and provisions of this Agreement.

f. Prior to closing determine and confirm the complete and accurate history and chain of ownership, management and control of the Property in order to guarantee authority of Sellers to convey clear title to the Property to Buyer pursuant to the terms of this Agreement. Any costs incurred by Escrow Agent in determining and establishing such authority shall be borne solely by Sellers. Sellers shall cooperate with Escrow Agent in providing copies of any documents necessary to establish such matters, including any existing leases on the Property.

If this escrow is not in condition to close before the time for the conveyance of the Property as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any

escrow cancellation charges. If neither Buyer nor Sellers shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Property as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed in writing by both Buyer and Sellers or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of Buyer or Sellers to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both Buyer and Sellers. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the Buyer or Sellers shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between the Buyer and Sellers.

10. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

Provided that the parties are not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance of title to the Property shall be completed on or prior to **March 31, 2009**. Buyer and Sellers agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper, in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement. Notwithstanding the above, neither party shall record any memorandum of this Agreement, or this Agreement, in the records of the County Recorder, Clark County, Nevada.

11. FORM OF DEED

Sellers shall convey to Buyer or to its nominee, fee simple title to the Property in the condition provided in Section 12 below by a Grant, Bargain and Sale Deed in a form that is consistent with **Exhibit C** to this Agreement.

12. CONDITION OF TITLE

Sellers shall convey title to the Property free and clear of any and all liens, encumbrances, restrictions, conditions, assessments, taxes, and other defects, other than those acceptable to Buyer subject only to the liens, encumbrances or defects in title which have been approved in writing by Buyer, or deemed approved, in accordance with the terms hereof, and to execute the Deed described in Section 11 above. Sellers shall not cause, allow, or permit any new lease, lien, encumbrance, easement or other exceptions to the title to be placed against the Property subsequent to Sellers' execution of this Agreement without the written approval of Buyer. Any uncured breach of this provision shall entitle

Buyer to cause such additional lease, lien, encumbrance, easement or exception to be abandoned, extinguished or otherwise removed from the title to the Property (at the Sellers' sole cost and expense and with such cost and expense to be deducted from the Purchase Price at the Close of Escrow).

13. CONDITIONS PRECEDENT TO CLOSE OF ESCROW

a. **General.** The provisions of this Section are conditions precedent to the Close of Escrow, and are covenants to this Agreement. If any of these conditions are not satisfied, Buyer shall be entitled to terminate this Agreement.

b. **Approval of the Physical Condition of the Property.** Buyer's obligation to acquire the Property shall be conditioned upon the approval of the condition of the Property, in accordance with the terms hereof. Buyer shall have the absolute and sole discretion to determine the acceptability of the condition of the Property including, without limitation, the approval of the results of any surveys, tests and/or assessments to determine the presence or absence of any problems involving hazardous wastes or toxic materials, or any other factor which Buyer may consider relevant to its decision to acquire the Property.

c. **Approval of Title.** Buyer's obligation to acquire the Property shall be conditioned upon approval, or deemed approval, of the condition of the title held by the Sellers, in accordance with the terms hereof.

d. **Deposit of Deed.** Sellers shall deposit with the Escrow Company a grant, bargain, and sale deed (the "Deed") conveying to Buyer fee simple title to the Property unless some other form of conveyance is approved by Buyer.

e. **Lease Termination Agreement.** A Lease Termination Agreement shall be executed between the Parties and Seller's Tenant to terminate the existing lease, dated August 1, 2006, and attached hereto as part of Exhibit E and incorporated herein by this reference, between Seller and Seller's Tenant. The Parties agree to each pay Sellers' Tenant, subject to the terms in the Lease Termination Agreement, through escrow the sum of **One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00)** for a total of **Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00)** upon execution of this Agreement, the Lease Termination Agreement and the close of escrow.

14. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 13 above, Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to Buyer a title insurance policy insuring title in conformity with Section 15 below. The Escrow Agent shall also file the Lease Termination Agreement for recordation among the land records in the Office of the County Recorder. The recordation of the deed and the Lease Termination Agreement shall constitute the close of escrow.

15. TITLE INSURANCE

Concurrently with recordation of the deed, the Title Company shall provide and deliver to Buyer an ALTA insurance policy issued by the Title Company insuring that the title to the Property conveyed to Buyer is vested in the condition required by Section 12 above.

16. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

Sellers shall be responsible for the payment of all real estate taxes and assessments assessed and levied, if any, on the Property for any period of time prior to conveyance of title thereto, and for any recapture taxes for any period of time prior to close of escrow. Buyer is exempt from all taxes at close of escrow. Prior to conveyance of title, Sellers shall not place or allow to be placed on the Property (or portion thereof) any encumbrance or lien, and shall be responsible for the removal of any and all liens currently recorded against the Property.

17. CONVEYANCE FREE OF POSSESSION

The Property shall be conveyed free of any possession or right of possession by any person, except as detailed in the Lease Termination Agreement.

18. INSPECTION BY THE BUYER

Commencing with the first date set forth above and extending the close of escrow ("Inspection Period"), Buyer and its representatives shall have the right to enter upon and inspect the Property at all reasonable times for the purpose of conducting such boundary and topographical surveys, and surface and building condition assessments as Buyer may reasonably require, but such surveys, tests and assessments shall not damage the Property. Buyer shall indemnify, defend and hold the Sellers harmless for any personal injury, death or Property damage, including costs and attorney's fees, arising out of any activity by Buyer, or its agents, employees or contractors pursuant to this Section. Buyer shall have access to all data and information on the Property available to the Sellers, but without warranty or representation by Sellers as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Property by Buyer prior to conveyance of title thereto shall be done only after written consent of the Sellers, which shall not be unreasonably withheld, and at the sole expense of Buyer. Copies of all data, surveys, tests, remediation, agreements, obtained or made by Sellers on the Property shall be delivered to Buyer.

Notwithstanding any other provision of this Agreement, Buyer shall have the right to terminate this Agreement prior to expiration of the Inspection Period, if inspection of the Property reveals soil or similar conditions that, in Buyer's reasonable judgment, make development impossible or impractical. In addition, Buyer shall do a final walk-through inspection to verify the Property is free and clear of physical possession from Sellers. Upon its exercise of said right to terminate, Buyer shall be entitled to the return of the Earnest Money Deposit.

19. ASSIGNMENT

This Agreement and any rights hereunder may be assigned by Buyer if deemed necessary at Buyer's sole discretion. Sellers shall not assign this Agreement or any rights hereunder without the prior written consent of the Buyer.

20. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

21. DEFAULT AND REMEDY

Seller's Remedies.

a. **Sellers' Post-Closing Remedies.** If, after the Close of Escrow, Buyer defaults in any of the terms or provisions of this Agreement, or if it shall be determined by a court of competent jurisdiction that Buyer breached any of the representations, warranties or covenants made by Buyer at, or as of, the Close of Escrow, or if Buyer otherwise defaults in any of its post-Closing obligations, Sellers shall have, in addition to the rights and remedies set forth elsewhere in this Agreement and/or in any documents or instruments delivered to Sellers at the Close of Escrow, any right or remedy available at law or in equity, including, with respect to Buyer's post-Closing obligations, the right to demand and have specific performance.

Buyer's Remedies.

a. **Buyer's Pre-Closing Remedies.** In the event of a default by Sellers of the terms of this Agreement, and Sellers fail to cure such default within ten (10) business days after Sellers' receipt of written notice of such breach from Buyer, prior to the Close of Escrow, Buyer shall have the option to terminate this Agreement or exercise all remedies available to it under law or equity including the right to seek specific performance of this Agreement. Notwithstanding the foregoing, in no event shall Buyer have the right to seek or obtain any punitive, speculative or consequential damages. If terminated, the Escrow Company shall return the Deposit to Buyer, and Sellers' agree to reimburse Buyer for all expenses, including attorney's fees, incurred by Buyer. If specific performance is granted, Sellers shall receive the Purchase Price less Buyer's attorneys' fees incurred.

b. **Buyer's Post-Closing Remedies.** If, after the Close of Escrow, Sellers' default in any of the terms or provisions of this Agreement, or if it shall be determined by a court of competent jurisdiction that Sellers' breached any of the representations, warranties or covenants made by Sellers at, or as of, the Close of Escrow, or if Sellers otherwise defaults in any of its post-Closing obligations, Buyer shall have, in addition to the rights and remedies set forth elsewhere in this Agreement and/or in any documents or instruments delivered to Buyer at the Close of Escrow, any right or remedy available at law or in equity, including, with respect to Sellers' post-Closing obligations, the right to demand and have specific performance.

22. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement.

23. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Sellers for any default or breach by the City, for any amount which may become due to the Sellers or for any obligation of the City under the terms of this Agreement.

24. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between Buyer and Sellers shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid,

return receipt requested or by personal delivery, to the principal offices of Buyer and Sellers as set forth in this Section 24. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the Buyer: City of Las Vegas
 Attn: Scott D. Adams
 Office of Business Development
 400 Stewart Avenue
 Las Vegas, Nevada 89101

If to the Sellers: Joseph Fabrizio
 Stugots, LLC
 901 South 1st Street
 Las Vegas NV 89101

 Donald Jarchow
 D L J Marital Trust
 2509 Desert Glen Drive
 Las Vegas, NV 89134

25. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises **pages 1 through 13**, inclusive, and Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Buyer and Sellers and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of Buyer and Sellers.

26. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

27. GOVERNING LAW

This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and

wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

28. **CAPTIONS**

The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

29. **DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Sellers warrant that it has disclosed, on the form attached hereto as Exhibit "D", all principals, including, partners of Sellers as well as all persons and entities holding more than 1% interest in Sellers or any principal of Sellers. Throughout the term hereof, Sellers shall notify City in writing of any material change in the above disclosure within fifteen days of any such change.

30. **EFFECTIVE DATE OF THE AGREEMENT**

This agreement shall not become effective until the following conditions have been satisfied:

- a. The City Council approves the execution of this Agreement; and
- b. An authorized representative of the City has signed this Agreement; and
- c. Sellers have signed this Agreement.
- d. Sellers have signed the Lease Termination Agreement

31. **TIME FOR ACCEPTANCE OF AGREEMENT BY BUYER**

This Agreement, when executed by the Sellers and delivered to Buyer, must be approved by Buyer, executed and delivered by Buyer by **March 27, 2009**, or this Agreement shall be void, except to the extent that the Sellers shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. Sellers may execute this Agreement by signing and acknowledging the Agreement and submitting it to Buyer with the original signed and delivered to Buyer by **February 24, 2009**. By executing this Agreement and submitting it to Buyer, the Sellers are making an irrevocable offer to enter into this Agreement, which offer shall continue for the periods of time specified herein. The effective date of this Agreement shall be the date when this Agreement has been signed by Buyer. The parties and Escrow Agent shall use reasonable good faith efforts to accomplish the close of escrow as soon as commercially reasonable following the completion of all matters necessary to close escrow hereunder, but regardless of the above, **close of escrow shall occur not later than March 31, 2009**.

32. **COUNTERPARTS/ELECTRONIC DELIVERY**

Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be

33. FURTHER ASSURANCES

34. EXHIBITS

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[illegible]

35. **BROKER REPRESENTATION**

If Sellers choose to use representation in this transaction, any fees and commissions are the sole responsibility of Sellers.

IN WITNESS WHEREOF, each party has executed this Agreement as of the respective date set forth below.

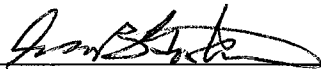
Date of Buyer Approval:

MARCH 18, 2009

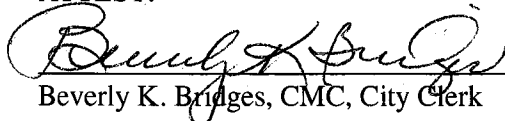
“BUYER”

CITY OF LAS VEGAS, a Municipal Corporation

By:


OSCAR B. GOODMAN, Mayor

ATTEST:

 3/24/09
Beverly K. Bridges, CMC, City Clerk Date

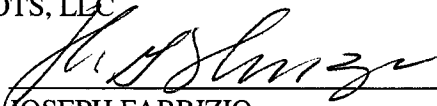
APPROVED AS TO FORM:

John S. Ricchella 2/25/09
Deputy City Attorney Date

“SELLERS”

STUGOTS, LLC

By:


JOSEPH FABRIZIO

Its: Manager

DLJ MARITAL TRUST

By:


DONALD J. ARCHOW

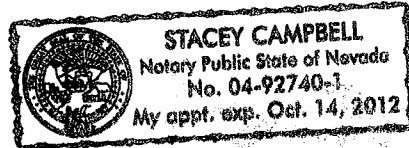
Its: Trustee

ACKNOWLEDGMENTS

STATE OF NEVADA §
COUNTY OF CLARK §

On this 24TH day of MARCH, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

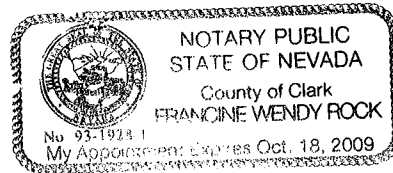
Stacey L Campbell
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA §
COUNTY OF CLARK §

On this 25TH day of FEBRUARY, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, JOSEPH FABRIZIO, who acknowledged that he executed the above instrument.

Francine Wendy Rock
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA §
COUNTY OF CLARK §

On this 25TH day of FEBRUARY, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, DONALD JARCHOW, who acknowledged that he executed the above instrument.

Francine Wendy Rock
NOTARY PUBLIC, in and for said
County and State

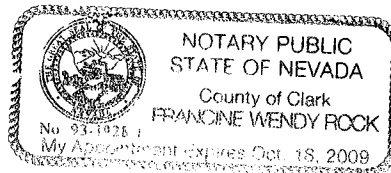


Exhibit "A"
Site Map

Exhibit A - Site Map



Legend

 500 South Main

0 80 120 240 Feet

10/08/2008



Exhibit "B"
Legal Description

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MAIN STREET (80' WIDE) AND CLARK AVENUE (80' WIDE), THENCE NORTH 62°06'26" WEST, ALONG THE PROLONGATION OF THE CENTERLINE OF CLARK AVENUE, 40.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 27°55'28" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 141.09 FEET TO **THE POINT OF BEGINNING**; THENCE NORTH 62°04'32" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 109.50 FEET TO AN ANGLE POINT OF PARCEL 2 OF THAT PARCEL MAP RECORDED IN FILE 97 OF PARCEL MAPS, PAGE 72 OF CLARK COUNTY, NEVADA OFFICIAL RECORDS; THENCE NORTH 27°55'28" EAST ALONG THE BOUNDARY LINE OF SAID PARCEL 2, A DISTANCE OF 155.00 FEET; THENCE SOUTH 62°04'32" EAST CONTINUING ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 109.50 FEET RETURNING TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET; THENCE SOUTH 27°55'28" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 155.0 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 16,972 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS

THE CENTERLINE OF MAIN STREET BEARS N 27°58'28" E, AS SHOWN ON THAT PARCEL MAP RECORDED IN FILE 97 OF PARCEL MAPS, AT PAGE 72, OF THE CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

Exhibit "C"
Grant, Bargain, & Sale Deed

APN: 139-34-201-009

RPTT: _____

Recording Requested by:
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, STUGOTS, LLC, a Nevada limited liability company, and Donald Jarchow, Trustee of the D L J Marital Trust (herein the "Grantors"), hereby grants, bargains and sells to the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (herein the "Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as:

500 South Main Street; APN: 139-34-201-009

The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS THEREOF, the Grantors and Grantee have caused this instrument to be executed this _____ day of _____, 2009.

GRANTORS

By: _____
JOSEPH FABRIZIO, Manager

By: _____
DONALD JARCHOW, Trustee

ACCEPTANCE:

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

GRANTEE

ATTEST:

BEVERLY K. BRIDGES, CMC City Clerk

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

Date

ACKNOWLEDGMENTS

STATE OF NEVADA §
COUNTY OF CLARK §

On this _____ day of _____, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, JOSEPH FABRIZIO, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, DONALD JARCHOW, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

Attachment "A"

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MAIN STREET (80' WIDE) AND CLARK AVENUE (80' WIDE), THENCE NORTH 62°06'26" WEST, ALONG THE PROLONGATION OF THE CENTERLINE OF CLARK AVENUE, 40.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 27°55'28" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 141.09 FEET TO **THE POINT OF BEGINNING**; THENCE NORTH 62°04'32" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 109.50 FEET TO AN ANGLE POINT OF PARCEL 2 OF THAT PARCEL MAP RECORDED IN FILE 97 OF PARCEL MAPS, PAGE 72 OF CLARK COUNTY, NEVADA OFFICIAL RECORDS; THENCE NORTH 27°55'28" EAST ALONG THE BOUNDARY LINE OF SAID PARCEL 2, A DISTANCE OF 155.00 FEET; THENCE SOUTH 62°04'32" EAST CONTINUING ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 109.50 FEET RETURNING TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET; THENCE SOUTH 27°55'28" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 155.0 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 16,972 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS

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Exhibit "D"
Disclosure of Principals

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation–the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership–the general partner and limited partners; (d) limited liability company–the managing member as well as all the other members; (e) trust–the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity Name Stugots, LLC DLV Master Trust Address 901 S 1 st Street Las Vegas, NV 89101 4381 Largo Cantata Las Vegas, NV 89135 EIN or DUNS	Block 2 Description Real Property Purchase and Sale Agreement Telephone 702-474-1112 and 702-283-2860 Contract No.
Block 3 Type of Business ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☒ Trust ☐ Other	

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

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Joseph Fabrizio	901 S 1st St	(702) 474-1112
2.	President	LV, NV 89101	
3.	Donald Sarchow	4381 Largo Cantata	(702) 283-2860
4.	V President	LV, NV 89135	
5.			
6.			
7.			
8.			
9.			
10.			

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheet: _____.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

NAME: _____

DATE: _____

Subscribed and sworn to before me this 2 day of

MAR 17, 2009
Francine Wendy Rock
Notary Public

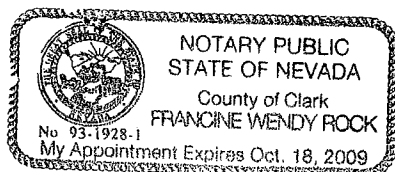


Exhibit "E"
Lease Termination Agreement

EXHIBIT "E"

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2009 ("Effective Date"), by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), STUGOTS, LLC, a Nevada limited liability company, as to an undivided 50% interest ("Stugots"), the DLJ MARITAL TRUST dated July 5, 2005, Donald Jarchow, TRUSTEE, as to an undivided 50% interest ("Trust") (collectively Stugots and Trust are referred to as "Owners"), and Richard Burgel, The Nevada Mint Incorporated, doing business as Main Street Antiques ("Tenant"). City, Stugots, Trust and Tenant individually or collectively are referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the Owners own certain real property located on the west side of Main Street south of Clark Avenue, commonly known as 500 South Main Street also identified as APN: 139-34-201-009 ("Property"); and

WHEREAS, the Owner and the Tenant are parties to an existing lease (the "Lease"), dated August 1, 2006, for the Property, a true and correct copy of which is attached hereto as Exhibit C; and

WHEREAS, the Owners desire to sell to the City and the City desires to purchase the Property from the Owners; and

WHEREAS, the City desires the termination of the Lease, and all extension options, whether oral or written, between the Owners and the Tenant as a condition precedent to the purchase of the Property; and

WHEREAS, the Parties desire to set forth in this Agreement the terms and conditions of the termination of the Lease.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms by which the Lease, and all extension options, whether oral or written between the Owners and the Tenant for the Property will terminate as hereinafter described.

2. THE PROPERTY

The Property consists of approximately +/-0.39 acres, identified as APN: 139-34-201-009, and is generally depicted in Exhibit A and described in Exhibit B, both of which are attached hereto and incorporated herein by this reference, including all buildings and any other improvements and all right, title and interest of Owners in and to adjacent streets, roads, alleys and rights-of-way.

EXHIBIT "E"

3. THE LEASE

The Lease between the Owners and the Tenant was executed on August 1, 2006, is attached as Exhibit C and incorporated herein by this reference.

4. GENERAL SCOPE OF LEASE TERMINATION

By executing this Agreement, the Parties agree to terminate the Lease, and all extension options, whether oral or written as hereinafter described.

5. TERMINATION OF LEASE

The City and the Owners, as compensation for the termination of the Tenant's interest in the Property, including, and all extension options, whether oral or written the value of the real estate, buildings, all claims that were or could have been asserted by the Tenant, all claims which could have been asserted by Tenant for just compensation for the improvements, statutory relocation benefits, business goodwill, non-movable fixtures and equipment, non-reimbursable reestablishment expenses, loss of profits, down time during move, and all claims that the Tenant may have against the City and the Owners, including any claim for statutory costs, the amount of **Three Hundred and Fifty Thousand Dollars and No Cents (\$350,000.00)** (the "Lease Termination Payment"). The Lease Termination Payment includes a lump sum payment of **One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00)** to be paid by the Owners to the Tenant and a lump sum payment of **One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00)** to be paid by the City to the Tenant. The Lease Termination Payment shall be paid through escrow to Tenant at closing subject to execution of this Agreement and the Purchase and Sale Agreement between the City and the Owners, attached hereto as Exhibit E and incorporated herein, subject to a Move Out Period Retention as described in Section 11 below. A condition precedent to the execution of this Agreement is the execution of the Purchase and Sale Agreement between the City and the Owners.

6. RELEASE OF CLAIMS AND INDEMNITY

a. The Tenant hereby releases and forever discharges, on behalf of the Tenant and their creditors, successors, assigns, heirs, executors and administrators, the City (including the City of Las Vegas, and its council members, employees, agents, contractors and affiliates) and Owners from any and all demands, claims or causes of action against the City and the Owners, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, the acquisition of Tenant's interest in the Property, and the operation by Tenant of any business upon the Property, including, but not limited, to any claims for compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of Tenant's business goodwill, loss of profits, down time during the move, severance damages, interest, litigation expenses, attorneys' fees and costs, loss or damages for inverse condemnation, unreasonable precondemnation delay, unreasonable pre-condemnation activities and statutory relocation benefits. Tenant expressly acknowledges that this release extends to any claims which the Tenant does not know or suspect to exist in his favor at the time of executing the release, which if known by Tenant may have materially affected this Agreement between the Parties.

EXHIBIT "E"

b. In the event that Tenant, any partner of Tenant, including subleasees, any entity in which the Tenant has an interest, and/or person or entity that owns (or has owned) real property or any business venture in which Tenant has (or has had) an interest makes or prosecutes any claim, demand or cause of action against the City and the Owners for inverse condemnation, unreasonable precondemnation delay, lost business goodwill or any other claim released by this Agreement, Tenant shall indemnify the City and the Owners with regard to damages awarded with regard to, hold the City and the Owners harmless against, and defend the City and Owners with regard to, any such claim, demand or cause of action against the City and the Owners for inverse condemnation, unreasonable precondemnation delay, lost business goodwill or claims released by this Agreement.

7. LEASE TERMINATION DEPOSIT

Within five (5) business days of the effective date of agreement, the City shall deliver to the Escrow Agent (as defined below) a deposit (the "Lease Termination Deposit") in the amount of Five Thousand Dollars and No Cents (\$5,000.00).

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the purchase of the Property and the execution of this Agreement, the Lease Termination Deposit shall be applied toward the Lease Termination Payment.

8. ESCROW

The Parties agreed to and have opened escrow # 08-01-0700-KR with Nevada Title Commercial Division, ("Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The Parties shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Agreement relating to Escrow Agent in writing, delivered to the Parties upon the opening of the escrow, shall carry out its duties as Escrow Agent hereunder. For purposes of opening and closing escrow, amending any terms of the Agreement other than the Lease Termination Payment, executing any documents, City's City Manager, Elizabeth N. Fretwell, or her written designee, is authorized to represent the City in this matter.

Tenant shall timely and properly execute, acknowledge and deliver to the Escrow Agent this Lease Termination Agreement.

If this escrow is not in condition to close before the time for Lease termination as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Escrow Agent shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If no Party fully performed the acts to be performed by it on or before the time for the conveyance of the Property as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If

EXHIBIT "E"

any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Lease termination until instructed in writing by Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of any Party to this Agreement.

Any amendment of these escrow instructions shall be in writing and signed by the Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or Owners shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between the Parties.

9. CONDITIONS PRECEDENT TO CLOSE OF ESCROW

a. **General.** The provisions of this Section are conditions precedent to the Close of Escrow, and are covenants to this Agreement. If any of these conditions are not satisfied, the Parties shall be entitled to terminate this Agreement.

b. **Purchase and Sale Agreement.** A Purchase and Sale Agreement shall be executed between the City and the Owners to convey the Property to the City, attached hereto as Exhibit E and incorporated herein.

10. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 8 above, Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County. The Escrow Agent shall also file the Lease Termination Agreement for recordation among the land records in the Office of the County Recorder. The recordation of the deed and the Lease Termination Agreement shall constitute the close of escrow.

11. TENANT'S RIGHT TO POST LEASE TERMINATION POSSESSION

a. Tenant will have the right to lease back the property for ninety (90) days after the close of escrow (the "Move Out Period"). No rent will be charged during the Move Out Period; however, the Escrow Agent will retain Ten Thousand Dollars and No Cents (\$10,000.00) (the "Move Out Period Retention") in escrow until the end of the Move Out Period. The City shall notify the Escrow Agent within three (3) business days after the end of the Move Out Period, and shall authorize release of the Move Out Period Retention subject to the terms and conditions in this Section.

b. During the Move Out Period, the Tenant shall not conduct business operations on the Property with the general public. However, the Tenant may permit access to dealers and wholesalers in order to sell inventory.

EXHIBIT "E"

c. During the Move Out Period, the Tenant shall maintain all necessary business and operating licenses as required by Federal, State and local government agencies.

d. During the Move Out Period, the Tenant is to pay all operating costs and expenses and to perform all maintenance and repair to the Property during the Move Out Period. Throughout the Move Out Period, the Tenant shall maintain insurance coverage with limits of liability not less than those stated below. In addition to the insurance coverage required below, the Tenant may, at his option and cost, maintain property insurance to provide coverage for the Tenant's contents that remain in the building during the Move Out Period. **The Tenant explicitly waives any claims against the City for any theft or any and all damages to the Tenant's contents for any reason. Tenant's Initials_____.**

A. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate-\$2,000,000

Each Occurrence-\$1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Las Vegas and its council members, employees, agents, contractors and affiliates shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Move Out Period."

Policy shall contain a waiver of subrogation against the City of Las Vegas and its council members, employees, agents, contractors and affiliates for losses arising from activities performed by or on behalf of the Tenant. This provision will be waived by the City in writing if Tenant is unable to obtain subrogation from the Tenant's insurance provider, provided the Tenant's insurance provider provides written denial of a wavier of subrogation.

B. Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

"City of Las Vegas and its council members, employees, agents, contractors and affiliates wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Tenant, even if those limits of liability are in excess of those required by this Agreement."

Coverage provided by the Tenant shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. Notice of Cancellation

Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Las Vegas. Such notice shall be sent directly to the City contact identified in Section 16 of this Agreement and shall be sent by certified mail, return receipt requested.

EXHIBIT "E"

D. Acceptability of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Nevada with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Tenant from potential insurer insolvency.

E. Verification of Coverage

Tenant shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the City before the Move Out Period commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Move Out Period and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to the City contact identified in Section 16 of this Agreement. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time.

F. Approval

Any modification or variation from the insurance requirements in this Agreement must have prior approval from the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

a. Tenant shall deliver possession of the Property to the Agency no later than ninety (90) days after the close of escrow. Upon vacating, Tenant is required to leave the Property free and clear of all personal property, equipment and debris belonging to Tenant and/or anyone else, including Tenant's sublessees, and shall deliver the Property to the City in a broom clean condition. City and Tenant shall conduct a post Move Out walk through inspection to verify property condition. If Tenant fails to remove all personal property and debris, Tenant agrees that the City may charge Tenant for the actual cost of removal of any remaining personal property and debris, not to exceed the Move Out Period Retention. Tenant further agree that the value of any abandoned property will have only a nominal value, and Tenant authorizes the City to dispose of all remaining personal property or debris without liability to the City, at Tenant's cost and expense, not to exceed the Move Out Period Retention.

b. In the event the Tenant fails to fulfill any obligation in this Section during the Lease Back Period, the City shall provide written notice of such default and the Tenant shall have ten (10) business days to cure such default. If Tenant fails to cure such default, Tenant shall vacate the property within five (5) business days of notice from the City to vacate the Property. The City shall have the right to cure such default at the cost of the Tenant, and such cost shall be deducted from the Rent Back Period Retention prior to release of the Move Out Period Retention by the Escrow Agent to the Tenant.

12. ASSIGNMENT

This Agreement and any rights hereunder may not be assigned by any Party hereunder without the prior written consent of all the Parties.

EXHIBIT "E"

13. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

14. DEFAULT AND REMEDY

Tenant's Remedies.

a. Tenant's Pre-Closing Remedies. In the event of a default by the City and/or the Owner of the terms of this Agreement, and the City's and/or Owner's failure to cure such default within ten (10) business days after the City or Owner's receipt of written notice of such breach from the Tenant, prior to the Close of Escrow, the Tenant shall have the option to terminate this Agreement or exercise all remedies available to it under law or equity including the right to seek specific performance of this Agreement. Notwithstanding the foregoing, in no event shall the Tenant have the right to seek or obtain any punitive, speculative or consequential damages. If terminated, the Escrow Company shall return the Deposit to the City, and the City and/or the Owner agree to reimburse the Tenant for all expenses, including attorney's fees, incurred by the Tenant. If specific performance is granted, the Tenant shall receive the Lease Termination Payment as an agreed upon liquidated damage and not a penalty, in addition to the Tenant's attorney's fees and costs incurred.

b. Tenant's Post-Closing Remedies. If, after the Close of Escrow, the City or the Owners default in any of the terms or provisions of this Agreement, or if it shall be determined by a court of competent jurisdiction that the City or the Owners breached any of the representations, warranties or covenants made by the City or the Owners at, or as of, the Close of Escrow, or if the City or the Owners otherwise default in any of its post-Closing obligations, Tenant shall have, in addition to the rights and remedies set forth elsewhere in this Agreement and/or in any documents or instruments delivered to Tenant at the Close of Escrow, any right or remedy available at law or in equity, including, with respect to the City's or the Owners' post-Closing obligations, the right to demand and have specific performance. If litigation is commenced pursuant to this sub-paragraph, then the prevailing, in addition to all other remedies, including but not limited to specific performance and/or monetary damages, shall be awarded its attorney's fees and costs.

City and Owners Remedies.

a. The City's and the Owner's Pre-Closing Remedies. In the event of a default by the Tenant of the terms of this Agreement, and Tenant's failure to cure such default within ten (10) business days after Tenant's receipt of written notice of such breach from the City or the Owners, prior to the Close of Escrow, the City and/or the Owner shall have the option to terminate this Agreement or exercise all remedies available to it under law or equity including the right to seek specific performance of this Agreement. Notwithstanding the foregoing, in no event shall the City or the Owner have the right to seek or obtain any punitive, speculative or consequential damages. If terminated, the Escrow Company shall return the Deposit to the City, and the Tenant agrees to reimburse the City and/or the Owners for all expenses, including attorney's fees, incurred by the City and/or the Owners. If specific performance is granted, the Tenant shall receive the Lease Termination Payment less the City and/or the Owner attorney's fees and costs incurred.

EXHIBIT "E"

b. The City's and the Owner's Post-Closing Remedies. If, after the Close of Escrow, Tenant defaults in any of the terms or provisions of this Agreement, or if it shall be determined by a court of competent jurisdiction that Tenant breached any of the representations, warranties or covenants made by the Tenant at, or as of, the Close of Escrow, or if Tenant otherwise defaults in any of its post-Closing obligations, the City and/or the Owner shall have, in addition to the rights and remedies set forth elsewhere in this Agreement and/or in any documents or instruments delivered to the City and/or the Owner at the Close of Escrow, any right or remedy available at law or in equity, including, with respect to Tenants post-Closing obligations, the right to demand and have specific performance. If litigation is commenced pursuant to this sub-paragraph, then the prevailing, in addition to all other remedies, including but not limited to specific performance and/or monetary damages, shall be awarded its attorney's fees and costs.

15. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement.

16. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City or any affiliates shall be personally liable to the Owners or the Tenant for any default or breach by the City, for any amount which may become due to the Owners or the Tenant or for any obligation of the City under the terms of this Agreement.

17. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the Parties as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City:

City of Las Vegas
Attn: Scott D. Adams
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Owners:

Joseph Fabrizio
Stugots, LLC
901 South 1st Street
Las Vegas NV 89101

Donald Jarchow
D L J Marital Trust
2509 Desert Glen Drive
Las Vegas, NV 89134

EXHIBIT "E"

If to the Tenant:	Richard Burgel The Nevada Mint, Inc. 500 Main Street Las Vegas, Nevada 89101	cc: John Benedict, Esq. 2190 E. Pebble Rd. Suite 260 Las Vegas, Nevada 89123
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18. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 11, inclusive, and Exhibits A, B, C, D and E attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Parties and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the Parties.

19. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

20. GOVERNING LAW

This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. CAPTIONS

The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

EXHIBIT "E"

22. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Owners warrant that they have disclosed, on the form attached hereto as Exhibit "D", all principals, including, partners of Owners as well as all persons and entities holding more than 1% interest in Owners or any principal of Owners. Throughout the term hereof, Owners shall notify City in writing of any material change in the above disclosure within fifteen days of any such change.

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Tenant warrants that it has disclosed, on the form attached hereto as Exhibit "D", all principals, including, partners of Tenant as well as all persons and entities holding more than 1% interest in Tenant or any principal of Tenant. Throughout the term hereof, Tenant shall notify City in writing of any material change in the above disclosure within fifteen days of any such change.

23. EFFECTIVE DATE OF THE AGREEMENT

This agreement shall not become effective until the following conditions have been satisfied:

- a. The City Council approves the execution of this Agreement; and
- b. An authorized representative of the City has signed this Agreement; and
- c. Owners have signed this Agreement.
- d. Tenant has signed this Agreement

24. TIME FOR ACCEPTANCE OF AGREEMENT BY THE OWNERS AND THE TENANT

This Agreement, when executed by the Owners and Tenant and delivered to the City, must be approved by the City, executed and delivered by the City by **March 27, 2009**, or this Agreement shall be void, except to the extent that the Owners and Tenants shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The Owners and the Tenant may execute this Agreement by signing and acknowledging the Agreement and submitting it to City with the original signed and delivered to the City by **February 24, 2009**. By executing this Agreement and submitting it to the City, the Owners and Tenant are making an irrevocable offer to enter into this Agreement, which offer shall continue for the periods of time specified herein. The effective date of this Agreement shall be the date when this Agreement has been signed by the City. The parties and Escrow Agent shall use reasonable good faith efforts to accomplish the close of escrow as soon as commercially reasonable following the completion of all matters necessary to close escrow hereunder, but regardless of the above, **close of escrow shall occur not later than March 31, 2009**.

25. COUNTERPARTS/ELECTRONIC DELIVERY

Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

EXHIBIT "E"

26. FURTHER ASSURANCES

Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

27. EXHIBITS

All exhibits attached hereto and referred to herein are hereby incorporated herein as though set forth at length.

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EXHIBIT "E"

IN WITNESS WHEREOF, each party has executed this Agreement as of the respective date set forth below.

DATE OF CITY APPROVAL

_____, 2009

"CITY"

CITY OF LAS VEGAS, a Municipal Corporation

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST

Beverly K. Bridges, CMC, City Clerk Date

APPROVED AS TO FORM

Deputy City Attorney Date

"OWNERS"

STUGOTS, LLC

By: _____
JOSEPH FABRIZIO
Its: Manager

DLJ MARITAL TRUST

By: _____
DONALD JARCHOW
Its: Trustee

"TENANT"

THE NEVADA MINT, INCORPORATED

By: _____
Richard Burgel
Its: _____

EXHIBIT "E"
ACKNOWLEDGMENTS

STATE OF NEVADA §
COUNTY OF CLARK §

On this _____ day of _____, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, JOSEPH FABRIZIO, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, DONALD JARCHOW, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

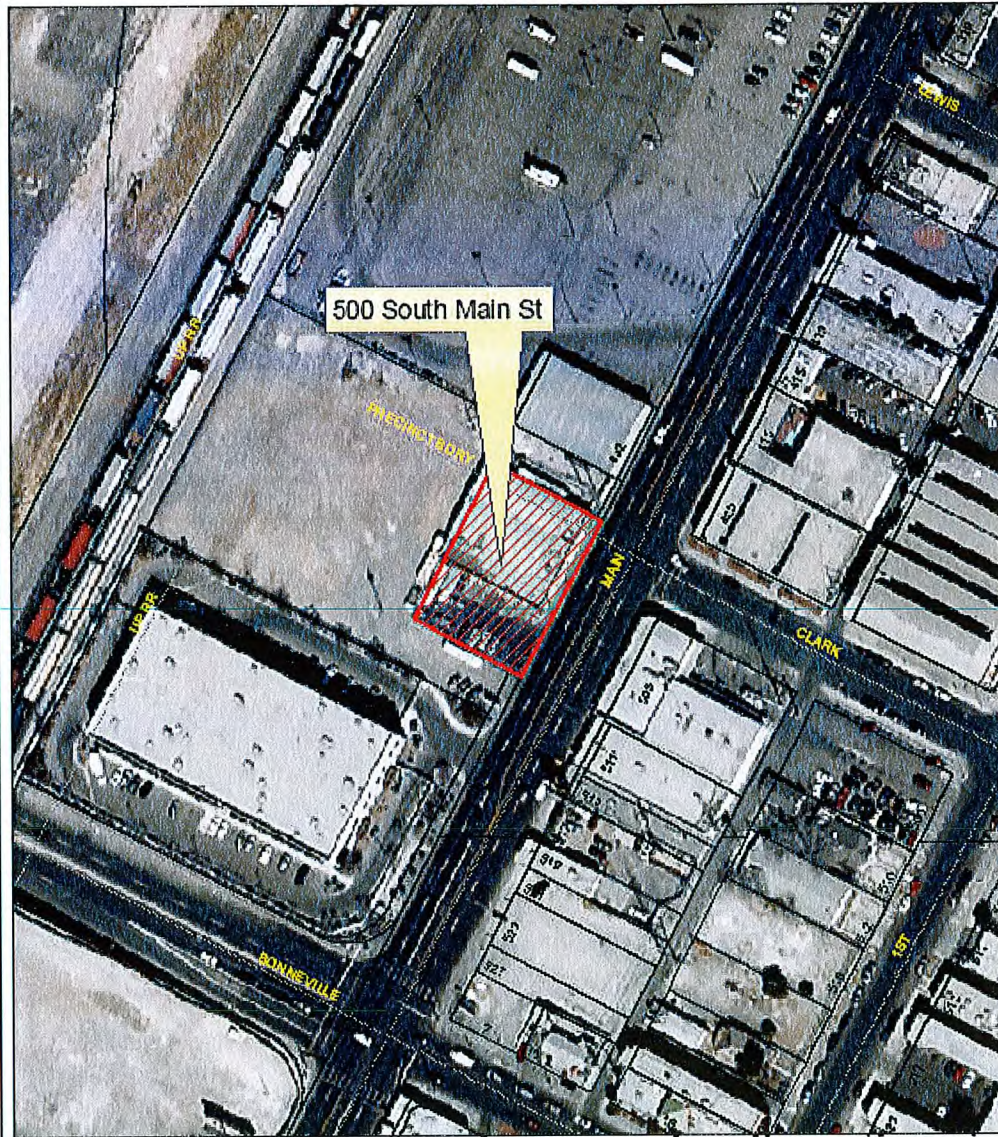
STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, _____, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, RICHARD BURGEL, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

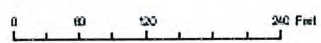
EXHIBIT "E"
Exhibit "A"
Site Map

Exhibit A - Site Map



Legend

 500 South Main



10/08/2008

EXHIBIT "E"
Exhibit "B"
Legal Description

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MAIN STREET (80' WIDE) AND CLARK AVENUE (80' WIDE), THENCE NORTH 62°06'26" WEST, ALONG THE PROLONGATION OF THE CENTERLINE OF CLARK AVENUE, 40.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 27°55'28" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 141.09 FEET TO **THE POINT OF BEGINNING**; THENCE NORTH 62°04'32" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 109.50 FEET TO AN ANGLE POINT OF PARCEL 2 OF THAT PARCEL MAP RECORDED IN FILE 97 OF PARCEL MAPS, PAGE 72 OF CLARK COUNTY, NEVADA OFFICIAL RECORDS; THENCE NORTH 27°55'28" EAST ALONG THE BOUNDARY LINE OF SAID PARCEL 2, A DISTANCE OF 155.00 FEET; THENCE SOUTH 62°04'32" EAST CONTINUING ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 109.50 FEET RETURNING TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET; THENCE SOUTH 27°55'28" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 155.0 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 16,972 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS

THE CENTERLINE OF MAIN STREET BEARS N 27°58'28" E, AS SHOWN ON THAT PARCEL MAP RECORDED IN FILE 97 OF PARCEL MAPS, AT PAGE 72, OF THE CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

EXHIBIT "E"

Exhibit "C"
Lease

EXHIBIT "E"

Exhibit "D" Disclosure of Principals

OWNERS CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation–the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership–the general partner and limited partners; (d) limited liability company–the managing member as well as all the other members; (e) trust–the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 <u>Contracting Entity</u>		Block 2 <u>Description</u>
Name		
Address		
Telephone		
EIN or DUNS		Contract No.
Block 3 <u>Type of Business</u>		
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other		

EXHIBIT "E"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheet: _____.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

NAME: _____

DATE: _____

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

EXHIBIT "E"

Exhibit "D" Disclosure of Principals

TENANT CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

5. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation–the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership–the general partner and limited partners; (d) limited liability company–the managing member as well as all the other members; (e) trust–the trustee and beneficiaries.

6. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

7. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

8. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 <u>Contracting Entity</u>		Block 2 <u>Description</u>
<u>Name</u>		
<u>Address</u>		
<u>Telephone</u>		
<u>EIN or DUNS</u>		<u>Contract No.</u>
Block 3 <u>Type of Business</u>		
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other		

EXHIBIT "E"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheet: _____.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

NAME: _____

DATE: _____

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

EXHIBIT “E”

Exhibit E
Purchase and Sale Agreement