LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Agreement"), is made and entered into this 18TH day of MARCH, 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.

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.

b. In the event that Tenant, any partner of Tenant, including sublesees, 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 pre-condemnation 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 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.

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 Our 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.

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 that 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 sublesees, 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 be not be assigned by any Party hereunder without the prior written consent of all the Parties.

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 additional 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.

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

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

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.

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.

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

DATE OF CITY APPROVAL

March 18, 2009

"CITY"

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. Rodilla 2/25/09

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: President

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

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2012

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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
FRANCINE WENDY ROCK
Expires Oct. 18, 2009

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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
FRANCINE WENDY ROCK
Oct. 18, 2009

STATE OF Nevada §
COUNTY OF Clark §

On this 24 day of February, 2009, 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.

JoAnn Crolli
NOTARY PUBLIC, in and for said
County and State

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

Exhibit "A"
Site Map

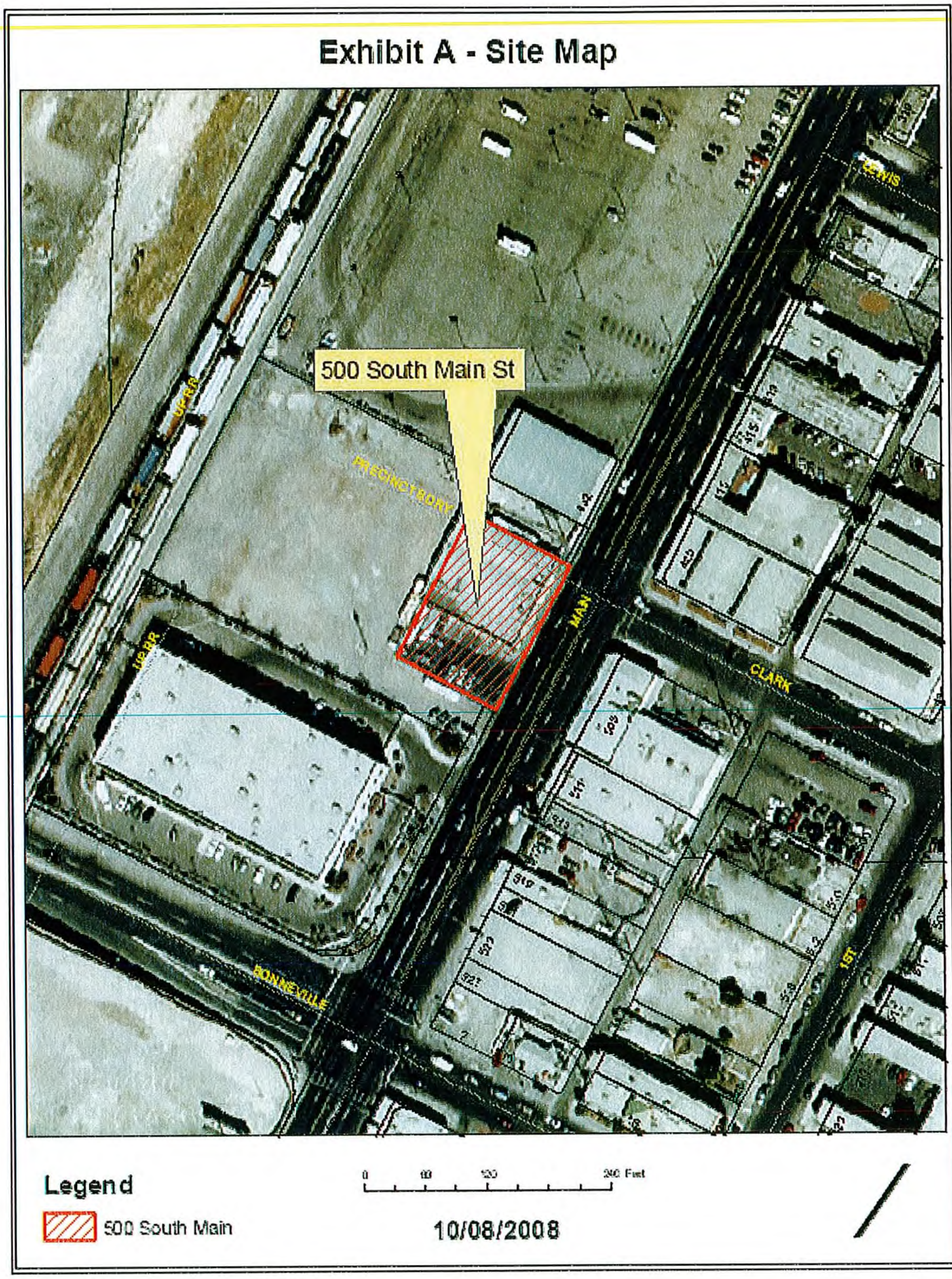

Exhibit "B"
Legal Description

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.

<u>BASIS OF BEARINGS</u>

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"

COMMERCIAL LEASE

LEASE, between * Stugots, LLC, et. al,
residing at ______,
OR a ______,
corporation with its principal office at 901 S 1st St, Las Vegas, NV 89101
as "Landlord" and Richard Burgel, Nevada Mint DBA Mainstreet Antiques, Art
residing at 500 S. Main Street Las Vegas, NV 89101.
OR a ______, corporation with its principal office at
______,
as "Tenant."

1. PREMISES, TERM AND USE: Landlord agrees to lease to Tenant The Nevada Mint, Inc known as Main Street Antiques and more particularly described on the plan annexed to and made part of this Lease] in the building located at 500 S. Main St, in the City of Las Vegas, County of Clark, State of Nevada, (the "Premises"), for a term of Five [years] OR [months] beginning on August 1st 2006 and ending on July 31st 2011 for use and occupancy as Retail or any approved Business operation

2. RENT: Tenant shall pay the annual rental of $60,000 Sixty Thousand Dollars ($ 60,000) paid in equal monthly installments in advance on the 5th day of each and every month during the term of this Lease.

3. SECURITY: Tenant has deposited with Landlord $ ~~0~~ as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease on Tenant's part to be performed. Provided Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed, this security deposit shall be returned to Tenant after the expiration of this Lease N/A [with] OR [without] interest.
   (A) In the event of a bona fide sale, subject to this Lease, Landlord shall have the right to transfer the security to the buyer for the benefit of Tenant. Landlord, upon notice to Tenant of such sale and assignment of the security deposit to the buyer, shall be released from all liability for the return of such security. Tenant agrees to look solely to the new Landlord for the return of the said security, and it is agreed that this shall apply to subsequent transfer or assignment of the security to any new Landlord.
   (B) The security deposited under this Lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

4. CARE OF PREMISES, ALTERATIONS, ETC.: Tenant shall take good care of the Premises and any fixtures which are and shall remain the property of the Landlord which may be located or situated on, in or made a part of the Premises and shall, at Tenant's own cost and expense make all repairs to the Premises and fixtures other than structural repairs. At the end of the term of this Lease, Tenant shall deliver the Premises in good order and condition, damages by the elements excepted.
   (A) The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of any governmental or quasi-governmental authority, including departments, bureaus and the like, having jurisdiction applicable to the Premises, for the correction, prevention, and abatement of violations, nuisances or other grievances, in, upon, or connected with the Premises during the term of this Lease, at the Tenant's own cost and expense.
   (B) Tenant's, Tenant's successors, heirs, executors or administrators shall not make any alterations to the Premises without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and terminate at the option of the Landlord as if it were the expiration of the original term.
   (C) Tenant will not do anything in or to the Premises, or bring anything into the Premises, or permit anything to be done or brought into or kept in the Premises, which will in any way increase the rate of fire insurance on said Premises, nor use the Premises or any part thereof, nor allow or permit its use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay as additional rent the cost of any increase in fire insurance on demand by Landlord.
   (D) Tenant shall not encumber or obstruct the sidewalk in front of, entrance to, or halls and stairs of said Premises, nor allow the same to be obstructed or encumbered in any manner.
   (E) Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury caused by or due to the negligence of the Landlord.

will be added to the rent.

(B) Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the lease is cancelled, Landlord is not required to repair the Premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty.

9. INSPECTION AND ENTRY BY LANDLORD: Tenant agrees that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon the Premises, or any part hereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation of the Premises.

(A) Tenant also agrees to permit Landlord or the Landlord's agents to show the Premises to persons wishing to lease or purchase the Premises. Tenant further agrees that on and after the sixth month preceding the expiration of the term of this Lease, Landlord or Landlord's agents shall have the right to place notices on the front of said Premises, or any part thereof, offering the Premises "To Let" or "For Sale" and the Tenant agrees to permit the same to remain thereof without hindrance or molestation.

(B) If the Premises, or any part thereof shall be deserted or become vacant during the term of this Lease, or if Tenant shall default in the payment of rent or any part thereof or shall default in the performance of any of the covenants herein contained, Landlord or its representatives may re-enter the Premises by force, summary proceeding or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent herein, and the Landlord may rent the Premises on behalf of the Tenant, reserving the right to rent the Premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the Premises to a rentable condition, and then to the payment of the rent and all other charges due and to become due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

10. GLASS: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the Premises. Landlord may insure, and keep insured, all plate glass in the Premises for and in the name of Landlord. Bills for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from and payable by Tenant when rendered, and the amount thereof shall be deemed additional rental. Damage and injury to the said Premises, caused by the carelessness, negligence or improper conduct on the part of Tenant or Tenant's agents or employees shall be repaired as speedily as possible by Tenant at Tenant's own cost and expense.

11. SIGNS: Tenant shall neither place, nor cause nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said Premises or any part of same, except in or at such place or places as may be indicated by the Landlord and upon written consent by Landlord. In the event Landlord or Landlord's representatives shall deem it necessary to remove any such sign in order to paint the Premises or the building wherein same is situated or make any repairs, alterations, improvements in or upon the Premises or the building or any part of the Premises or the building, Landlord shall have the right to do so, providing any sign be removed and replaced at Landlord's expense whenever the said repairs, alterations or improvements shall be completed.

12. INSURANCE: Tenant agrees to maintain in full force and effect during the entire term of this Lease, liability insurance insuring Landlord against any loss or damage sustained or to which Landlord may be subject by reason of Tenant's occupancy and use of the Premises, which policy shall have the following limits of liability: $1,000,000 ADDITIONAL INSURED/ Tenant agrees to furnish to Landlord, prior to the effective date of this Lease, a binder or other such certificate evidencing such insurance coverage.

(A) Tenant agrees that it will, at its own cost and expense, keep its furniture, fixtures, equipment, records, and personal property insured against loss or damage by fire or other peril normally covered by "extended coverage" endorsements, and shall deliver to Landlord prior to the effective date of this Lease, a binder or other such certificate of such insurance coverage.

13. SUBLETTING OR ASSIGNMENT: Neither the Premises nor any portion of the Premises may be sublet, nor may this Lease be assigned without the express written consent of Landlord upon such terms and conditions as Landlord may require.

14. DEFAULT: If Tenant defaults in fulfilling any of the terms and conditions of this Lease other than the payment of rent or additional rent; or if the Premises becomes vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property located or situated at or on the Premises whereby the Premises shall be taken or occupied by someone other than Tenant; or if this Lease shall be rejected under any applicable provision of the bankruptcy laws; or if Tenant shall fail to take possession within fifteen (15) days of the commencement of this Lease; and upon Landlord serving written notice to Tenant specifying the nature of the default, Tenant shall have ________________ (16) days from the date of receipt of such notice to cure the default (or if such default cannot be cured within such period, Tenant must diligently and in good faith proceed to cure the default). If Tenant shall have failed to cure or proceed to cure the default within such period, Landlord may serve a ____________ (___) day notice of cancellation of this Lease upon Tenant and upon the expiration of the cancellation period this Lease

TENANT

5. SERVICES PROVIDED BY LANDLORD: As long as Tenant is not in default of any of the terms and conditions of this Lease, ~~Landlord~~ agrees to provide the following services:
   (A) Heat, when and as required by law and except for holidays, Monday through Friday from _____ A.M. to _____ P.M. and Saturdays from _____ A.M. to _____ P.M.
   (B) Air conditioning/cooling/ventilation, except for holidays from May 15th through September 30th from _____ A.M. to _____ P.M. and Saturdays _____ A.M. to _____ P.M.
   (C) Elevator except for holidays, Monday through Friday from N/A A.M. to _____ P.M. and Saturdays from _____ A.M. to _____ P.M.
   (D) Water for ordinary lavatory purposes, except that if, in the sole determination of Landlord, Tenant shall use or consume water for any other purpose or in unusual quantities, Tenant shall pay to Landlord the rent or charge which may, during the term of this Lease, be assessed or imposed for the water used or consumed in or on the said Premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed and will also pay the expenses for the installation, setting and maintenance of a water meter in the said Premises should a meter be required by Landlord. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent when billed by Landlord.
   (E) Electrical service at all times except that if the Premises shall not be separately metered, Tenant agrees to pay as additional rent NA % of the electric bill as Landlord may determine based upon a survey of the consumption and equipment used by Tenant (or such additional percentage as may be determined by Landlord based upon changes in consumption by Tenant) and if the Premises shall be separately metered, Tenant agrees to make its own arrangements with the utility company providing electricity and to pay all bills in its own name.
   (F) Cleaning services on business days provided that the Premises are kept in order by Tenant. Tenant shall pay as additional rent the cost of removal of Tenant's rubbish or refuse. Window cleaning shall be at Landlord's sole cost and expense and at such times as Landlord may determine, it being understood and agreed that Tenant is strictly forbidden and prohibited from cleaning any window from the outside.

6. NO ABATEMENT OF RENT OR ADDITIONAL RENT : Landlord shall not be liable for failure to give possession of the Premises upon commencement date by reason of the fact that the Premises are not ready for occupancy or because a prior tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.
   (A) This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reasons of government preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.
   (B) No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising form the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a government authority. In respect to the various "services" if any, herein expressly or impliedly agreed to be furnished by Landlord to Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alteration or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, nor gross negligence on the part of Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. Landlord shall not be required to furnish, and Tenant shall not be entitled to receive any "services" during any period when Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the Premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

7. REAL ESTATE TAXES: [Tenant acknowledges that the Premises comprise approximately ____% of the building and which shall be defined as "Tenant's share."] In the event that real estate taxes due and owing by Landlord for the building shall be increased above those charges during the base year (which is defined as the tax or fiscal year used by the governmental authority assessing such taxes in effect on the commencement date of this Lease), Tenant agrees to pay as additional rent within thirty (30) days of receipt of notice from Landlord, an amount equal to such additional real estate taxes or Tenant's share of additional real estate taxes. TENANT RESPONSIBLE FOR TAXES, THIS IS A TRIPLE NET LEASE

8. DAMAGE TO THE PREMISES - Tenant must give Landlord prompt notice of fire, accident, casualty, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.
   (A) If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or persons on the Premises with permission of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs

shall terminate and expire and Tenant shall quit and surrender the Premises to Landlord but Tenant shall remain liable as provided in this Lease.
(A) If after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of Lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of Landlord.

15. NO WAIVER BY LANDLORD: The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

16. LEASE NOT A LIEN: This Lease shall not be a lien against the Premises in respect to any mortgage that may now or in the future be placed against said Premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this Lease, irrespective of the date of recording, and the Tenant agrees to execute without cost any such instrument which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representative to the option of cancelling this Lease without incurring any expenses or damages and the term hereby granted is expressly limited accordingly.

17. QUIET POSSESSION: Landlord covenants that Tenant, on paying the rent and additional rent, and faithfully performing the covenants required or imposed upon Tenant, shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease, provided however, that this covenant shall be conditioned upon the retention of title to the Premises by the Landlord.

18. BINDING EFFECT: It is mutually understood and agreed that the covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF, the parties have set their hand and seal this 1ST day of AUGUST, 2006.

BY [signature] Landlord
Stugots, LLC.

BY [signature] Tenant
Richard Bungel
President, The Nevada Mint Inc

* Don Jarchow, trustee of DLJ Marital Trust
and
Joseph Fabrizio, Manager of Jatodd Enterprises LLS on behalf of Stugots, LLC

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 **Contracting Entity**		**Block 2** **Description**
Name Stugots, LLC DLJ Marital Trust		Lease Termination Agreement
Address 901 S 1st Street Las Vegas, NV 89101 4381 Largo Cantata Las Vegas, NV 89135		**Telephone 702-474-1112 and 702-283-2860**
EIN or DUNS		**Contract No.**

Block 3	**Type of Business**
	☐ Individual ☐ Partnership X Limited Liability Company ☐ Corporation X 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.~~ 2.	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: [signature]

DATE: 3/2/09

Subscribed and sworn to before me this 2 day of

March, 2009

Francine Wendy Rock

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
FRANCINE WENDY ROCK
No 93-1928-1
My Appointment Expires Oct. 18, 2009

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 Contracting Entity	**Block 2** Description
Name THE NEVADA MINT, INC.	lease Termination Agreement
Address 500 S. MAIN St. LV NV	
Telephone 702.382.1882	
EIN or DUNS	**Contract No.**

Block 3 RETAIL - ANTIQUES **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.	RICHARD BURGEL	500 S. MAIN ST.	702-382-1882
2.	PRESIDENT	LV NV. 89101	
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: [signature]

DATE: 2.24.09

Subscribed and sworn to before me this 24 day of

February, 2009

[signature] JoAnn Crolli

Notary Public

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

EXHIBIT “E”

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (“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 (“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 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.

33. **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.

34. **EXHIBITS**

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

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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:

____________________, 2009

"BUYER"

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

"SELLERS"

STUGOTS, LLC

By: ______________________________
JOSEPH FABRIZIO
Its: Manager

DLJ MARITAL TRUST

By: ______________________________
DONALD JARCHOW
Its: Trustee

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

Exhibit "A"
Site Map

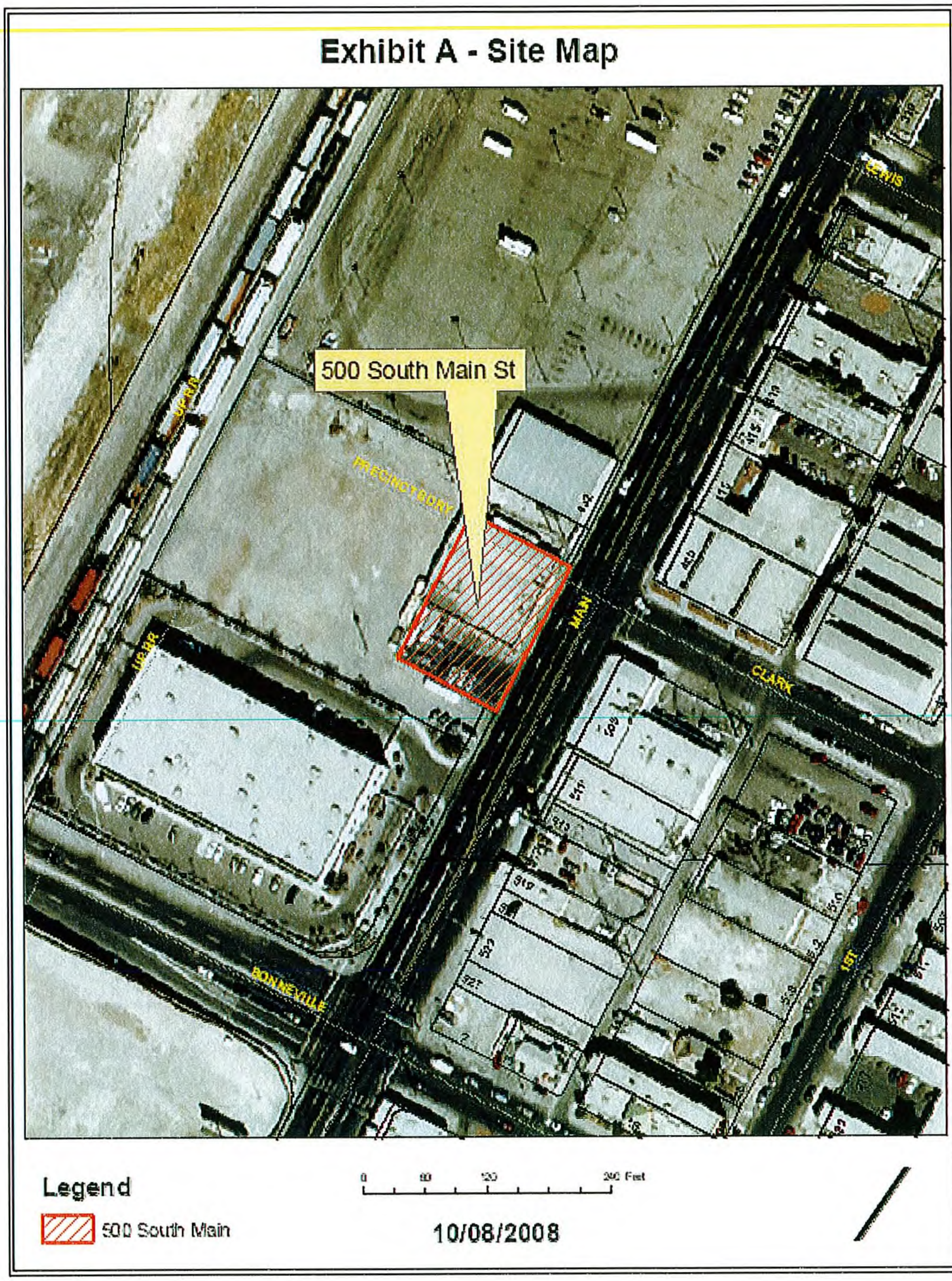

EXHIBIT “E”

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.

<u>BASIS OF BEARINGS</u>

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"

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

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

EXHIBIT “E”

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

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 “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		**Block 2** Description
Name		
Address		
Telephone		
EIN or DUNS		**Contract No.**

Block 3 Type of Business
☐ 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”
Lease Termination Agreement