

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and Churchill Security Investments, LLC, a Nevada limited liability company, duly formed and organized in the State of Nevada ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. The City owns certain real property that is located within what is commonly known as the Las Vegas Enterprise Park ("Enterprise Park").

B. Enterprise Park is comprised of approximately seventy five (75) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south.

C. The City desires to sell to Developer, and the Developer desires to purchase from the City, a parcel in Enterprise Park as described in Section 3 below (the "Site").

D. The Site is subject to that certain document entitled "Covenants, Conditions and Restrictions" ("CC&Rs"), which is recorded in the records of the Clark County Recorder at Book 991110, Instrument 01268.

E. In anticipation of Developer securing the necessary funding for the construction of a 4,195 square foot neighborhood retail bank, ("Project"), and for the consideration described hereinafter, the City desires to sell the Site to Developer.

F. The Parties desire to set forth in this Agreement the terms and conditions of the sale, purchase and development of the Site.

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 fulfill a need for quality commercial retail tenants within West Las Vegas; to facilitate economic development in Enterprise Park and the general community and to accomplish the sale to and purchase by the Developer of the Site, which will lead to the creation of additional jobs and positive social and economic impacts, as further described hereinafter.

2. **COVENANTS, CONDITIONS AND RESTRICTIONS.** The City recorded the CC&Rs in order to facilitate the orderly development of a business center in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales and specific commercial uses will predominate and in order to establish permissible uses, right of way and setback standards, landscaping standards, and various development standards for Enterprise

Park, including the Site. Developer acknowledges receipt of the CC&Rs and agrees to comply with all provisions thereof that are applicable to the Site.

3. THE SITE. The Site consists of approximately 40,000 square feet, .92 acres, as cross-hatched on the Site Map attached hereto as Exhibit A, and is legally described in Exhibit B. A preliminary site plan for the Project is attached hereto as Exhibit A-1.

4. PARTIES TO THIS AGREEMENT

(a) The City is a municipal corporation of the State of Nevada. The principal office of the City is located at 400 Stewart Avenue, Las Vegas, Nevada 89101.

(b) The Developer is Churchill Security Investments, LLC, a Nevada limited liability company. The principal office of the Developer is located at 1770 North Buffalo Drive, Suite 101, Las Vegas, Nevada 89128. Wherever the term "Developer" is used herein, such term shall include any assignee as herein provided.

(c) Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer has disclosed on the form attached hereto as Exhibit C all principals, including board members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer. Developer shall provide the City with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. The Developer agrees that (i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein, and (ii) except as may otherwise be permitted hereunder, the Developer shall not assign all or any part of this Agreement without the prior written approval of the City. Notwithstanding the foregoing, Developer may transfer or assign this Agreement without obtaining City's prior written approval to:

(1) an entity in which Hank Gordon and/or Honorine Gordon, his wife, have both (A) a direct or indirect material economic interest of at least fifty-one percent (51%) equity ownership; and (B) voting control as managing partner or managing member, so long as Developer promptly provides the City with written notice of such transfer or assignment as well as documentation confirming that the transferee or assignee has agreed in writing to assume all of Developer's obligations hereunder; or

(2) a transfer of a membership or other equity interest in Developer so long as after such transfer (A) Hank Gordon has both (I) a direct or indirect material economic interest of at least fifty-one percent (51%) equity ownership; and (II) voting control as managing member; and (B) Developer promptly provides the city with written notice of such transfer or assignment; or

(e) This Agreement may be terminated by the City if there is any change (voluntary or involuntary) in the membership, management or control of Developer except as expressly provided herein

5. PURCHASE PRICE AND ACQUISITION OF SITE. The City agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Four Hundred Thousand Dollars (\$400,000) ("Purchase Price"). Developer shall deposit Ten Thousand Dollars (\$10,000) with escrow within three (3) business days of execution of this Agreement and the balance of the Purchase Price shall be paid by Developer at the Closing (defined below)

6. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to the City's obligation to consummate the Closing:

(a) The Developer has submitted a fully executed and conformed copy of a lease ("Lease") between the Developer and the retail bank to the Director on terms and conditions approved by the Director, provided that such approval shall not be unreasonably withheld.

(b) The Developer has submitted to the Director an employment plan from Developer and the retail bank, and the Director has acknowledged in writing that the plan is acceptable. The retail bank, will promote, and will cause its general contractor to promote, the utilization of women, minority, disabled, and veteran owned business enterprises for the construction of the Project. Organize a Job Fair prior to the Grand Opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women focused media outlets. Minority agencies will also be notified, as recommended by the City's Human Resources Office. This fair will be provided at no cost to the tenants or job applicants and will provide a forum for applying and interviewing for positions at the Project

(c) The Developer has provided to the Director an executed cross access easement agreement between the Developer over that area shown on Exhibit J attached hereto and (i) RLT Corporation, the McDonald's franchisee operating the McDonald's restaurant on the parcel located contiguous to the northeast corner of the Site, or (ii) the owner of the parcel on which such McDonald's restaurant is located, that specifies cross access rights which are mutually acceptable to Developer and to the owner of such contiguous parcel, which agreement provides that it shall be recorded and effective concurrently with the Closing.

(d) Developer is proceeding with development of the Site, as more particularly described in Section 8, and proceeding toward achieving issuance of all necessary building permits for the Project by the City's Department of Building and Safety, all to the reasonable satisfaction of the Director.

(e) Prior to the Close of Escrow and no later than the time specified in the Schedule of Performance, Developer shall submit to the City evidence satisfactory to the City that Developer has firm and binding commitments for the equity capital and construction

financing necessary for development of the Site. Such financing shall be subject to the approval of the City which approval will not be unreasonably withheld, conditioned or delayed.

Failure of any foregoing condition precedent shall, at either the City's option, cause this Agreement to terminate whereupon the Deposit (hereinafter defined) shall be returned to Developer by the Escrow Agent, the escrow shall be cancelled and the Parties shall thereafter be released from all obligations hereunder.

7. INTENTIONALLY OMITTED

8. SITE DEVELOPMENT. The Parties agree that it is their intent that the Site be developed as follows:

(a) The development on the Site will be a neighborhood retail bank consisting of 4,195 square feet; drive through lanes for ATM and customer service windows. Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City. Developer shall submit to the Director a written progress report once every four (4) weeks after the Effective Date describing the status of Developer's performance since the preceding report, including any reports and studies completed, permits obtained, and the expected progress to be made in the next succeeding period.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable local, state, and federal laws.

(c) The Project will be built in conformance with the "Schedule of Performance" attached hereto as Exhibit D and in accordance with the "Scope of Development" attached hereto as Exhibit E. Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the City for review and written approval basic concept drawings and related documents containing the overall plan for development of the Project. The basic concept drawings shall conform to this Agreement, including the Scope of Development and this Section. The basic concept drawings shall conform to the CC&R's. The City shall approve or disapprove of the basic concept drawings within the time established in the Schedule of Performance. If the City shall fail to approve the basic concept drawing within such time, all subsequent time periods in the Schedule of Performance shall be extended by the number of additional days required to obtain such approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the basic concept drawings and related documents except as changes may be mutually agreed upon between the Parties. Any such changes shall be within the limitations of the Scope of Development.

(d) Developer agrees that, in all events, within six (6) months after the Closing, the Developer will begin construction and will complete such construction within twelve (12) months after commencement of construction, as evidenced by the City's issuance to the Developer of a Certificate of Completion, the form for which is attached hereto as Exhibit F. Commencement of construction shall be evidenced by the pouring of the footings by Developer (or by the retail bank) for the Project, as determined by an inspection completed by the City's

Building Official, or by his designee. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(e) The Developer will be responsible for the installation, at its expense, of all onsite and offsite improvements required by the City in connection with the development of the Project, including, but not limited to, sidewalks and driveways, on-site utilities, sewer lines, and other on site improvements.

(f) The Developer shall complete and submit to the City an application for a site development plan review for a site plan consistent with the basic concept drawings and in compliance with the CC&Rs.

(g) The City shall sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the site development plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, electrical plans, plumbing plans, or any other plans required by local, state, or federal law required to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application or other connection fees due to the City or any other local, state, or federal agency or organization having regulatory authority over the Project, including, but not limited to, Las Vegas Valley Water District, Southern Nevada Water Authority, Nevada Power and Southwest Gas.

(h) Prior to any entry upon the Site for the purpose of conducting any tests or studies, the Developer shall furnish or cause to be furnished to the Director duplicate originals (or certified copies) or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars (\$1,000,000) for any person, Two Million Dollars (\$2,000,000) for any occurrence and Five Hundred Thousand Dollars (\$500,000) property damage, naming the City as additional insured or co-insured.

(i) For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the City Manager.

(j) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Developer.

(k) Failure on the part of the Developer, after Closing, to comply with the provisions of this Section shall constitute a default under Section 27 of this Agreement and entitle the City to exercise its right to reenter and repurchase pursuant to Section 13, provided any such failure to comply is not cured for a period of thirty (30) calendar days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure.

9. FORM OF DEED. The City shall convey to the Developer fee simple title to the Site in the condition provided in Section 15 by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit G.

10. EARNEST MONEY DEPOSIT. Developer shall make an earnest money deposit in the amount of Ten Thousand Dollars (\$10,000) with the Escrow Agent within three (3) business days after the Effective Date. The Deposit shall be invested in an interest bearing account and shall be refundable to Developer should this transaction fail to close, unless such failure is the result of a material default by Developer. Such earnest money deposit, along with all earnings thereon is referred to in this Agreement as the "Deposit".

11. ESCROW

(a) Escrow has been opened with First American Title Insurance Company ("Title Company"), 10655 Park Run Drive, Suite 140, Las Vegas, Nevada 89144, Attention: Sharon Silverberg, as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) Not later than one (1) day prior to the Closing Date (hereinafter defined), Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs: (i) the balance of the Purchase Price less the Deposit, (ii) ½ the escrow fee, (iii) the recording costs for the Deed, (iv) the additional premium cost between the cost of a CLTA title insurance policy and an ALTA title insurance policy should Developer elect to obtain an ALTA title insurance policy, (v) any inspection fee charged in connection with the ALTA title policy, and (vi) the cost of any title insurance endorsements Developer elects to obtain.

(c) The City shall pay the cost of (i) a CLTA policy of title insurance in the amount of the Purchase Price, (ii) ½ of the escrow fee, (iii) Real Property Transfer Tax (RPTT), and (iv) the brokerage commission to Laurich Properties, Inc. Not later than one (1) business day prior to the Closing Date, the City will deposit with the Escrow Agent the following:

(i) The Deed duly executed and acknowledged by the City and in recordable form.

(ii) The Irrevocable Escrow Instructions (hereinafter defined) executed by the City.

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered.

(iv) An affidavit that evidences that the City is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, in the Escrow Agent's standard form.

(v) A declaration of value in the form required by Clark County to record the Deed.

(d) Not later than one (1) day prior to the Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) The Quitclaim Deed (hereinafter defined) duly executed and acknowledged by Developer.

(ii) The Irrevocable Escrow Instructions executed by the Developer.

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(e) The Escrow Agent is authorized and instructed to (i) charge the Party 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 Site to the Developer, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow, (ii) disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties, (iii) obtain and charge the Developer all of the premiums and amount by which the cost of any ALTA title insurance policy exceeds the cost of a CLTA policy and the cost of any endorsements thereto requested by Developer, (iv) hold the Quitclaim Deed and Irrevocable Escrow Instructions until completion of Project as evidenced by a Notice of Completion, and (v) record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(f) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to the Developer as provided elsewhere herein.

(g) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing 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 Party shall have fully performed the acts to be performed by it on or before the Closing, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both 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 either Party to specific performance.

(h) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(i) Any amendment of these escrow instructions shall be in writing and signed by both 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 either Party shall be directed to the addresses and in the manner established in the notice section of this Agreement for notices, demands and communications between the Parties.

(j) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

(k) City shall pay Laurich Properties, Inc. a real estate commission in the amount of five (5) % of the Purchase Price (for a total of \$20,000.00) at the time of closing, and Escrow Agent shall deduct such amount from the Purchase Price and pay such amount to Broker at closing. The City has not contacted any other real estate broker, finder or similar person in connection with the transaction contemplated hereby and to the actual knowledge of the City; no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any other person or entity. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in

connection with the selection and purchase of the Property, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature. The City each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section. This indemnification agreement of the parties shall survive the Closing.

12. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

(a) Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by the City, purchase and conveyance to the Developer of title to the Site ("Closing") shall be completed on or prior to but no later than June 30, 2010 ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the Closing is subject to the fulfillment or waiver by the Developer of each of the following conditions precedent, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to Closing: (i) the City shall not be in violation of any of its material obligations under this Agreement, (ii) the Developer has received from the City and other applicable governmental bodies and other third parties all permits, consents and approvals that Developer believes are necessary or desirable for the successful construction and operation of the Project, (iii) the City has made all deposits required of the City pursuant to Section 11(c) above and (iv) Developer has not elected to cancel this Agreement pursuant to Section 16 below.

(c) Notwithstanding any other provision of this Agreement, the City's obligation to proceed with the Closing is subject to the fulfillment or waiver by the City of each of the following conditions precedent, which are solely for the benefit of the City and which shall be fulfilled or waived prior to Closing: (i) Developer shall not be in violation of any of its material obligations under this Agreement, and the conditions precedent specified in Section 6 shall have been satisfied or waived by the City, (ii) the Developer has made all deposits required of the Developer pursuant to Section 11(b) and section 11(c) above and (iii) Developer has not elected to cancel this Agreement pursuant to Section 16 below

(d) Possession shall be delivered to the Developer concurrently with the Closing, except that limited access shall be permitted before Closing as specifically described in Section 16.

13. RIGHT TO REPURCHASE, REENTER AND REPOSSESS. In addition to and independent of any other remedy available to it, the City shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon if,

after Closing and prior to the issuance of all certificates of occupancy for the Project, the Developer does any of the following:

(a) Fails to complete construction of the improvements as required by this Agreement under Section 8 as evidenced by issuance of a Notice of Completion by the City. This is a condition subsequent and not merely a covenant.

(b) Transfers the Site or any part thereof in violation of the Agreement. This is a condition subsequent and not merely a covenant.

(c) Fails or refuses to comply with or to cure the default of any provision of Section 8 for a period of thirty (30) calendar days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure. This is a condition subsequent and not merely a covenant.

(d) The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing not prohibited by this Agreement.

(e) To exercise its right to repurchase, reenter and take possession of the Site, the City or its nominee, shall pay to the Developer the Purchase Price minus all fees associated with close of escrow; the amount needed to repay any liens, encumbrances or other security instruments held against the Site for the purpose of financing the construction of improvements thereon so as to enable the City to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

(f) For the purpose of implementing the provision of the Section, at the Closing, the Developer will deliver to the Escrow Agent an executed and acknowledged "Quitclaim Deed" in the form of Exhibit H. The deposit of this Quitclaim Deed will be accompanied by "Irrevocable Escrow Instructions" in the form of Exhibit I directed to the Escrow Agent and signed by the Parties. If any of the events authorizing the City to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) calendar days' prior notice to the Developer, to record the Quitclaim Deed to the Site. If the Developer completes construction on or before the time set forth in Schedule of Performance, the City shall join with the Developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

14. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by the City. The City represents and warrants that as of the Effective Date and the date of Closing:

(i) The City has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes the legal, valid, binding and enforceable obligation of the City.

(ii) By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.

(iii) To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(iv) To the City's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against the City which would inhibit the City's ability to perform its obligations under this Agreement.

(v) To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(vi) The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

(vii) The City has and will convey to Developer good and marketable fee simple title to the Site subject only to the exceptions permitted by this Agreement. Except as shown on the Title Report (hereinafter defined), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims or other matters affecting title or possession of the Property.

(viii) No labor has been performed or material furnished for the Site, or any part thereof, for which the City has not heretofore fully paid or will pay prior to Closing, or for which a mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity.

As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the City Manager of the City.

(b) Representations and Warranties of the Developer. The Developer represents and warrants to the City that as of the Effective Date and the date of Closing:

(i) The Developer is a Nevada limited liability company duly organized and existing under the laws of the State of Nevada.

(ii) The Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.

(iv) Execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the Developer or with the performance by the Developer of its obligations hereunder.

(vi) To the Developer's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

15. CONDITION OF TITLE

(a) The City shall convey to the Developer fee simple title subject only to:

(i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section, or any supplemental report, and which are approved or deemed approved by the Developer in accordance with this Section.

(iii) Any and all other exceptions, easements, conditions, covenants or reservations, if any, specifically set forth in the Deed and of record as of the Effective Date, including but not limited to, the CC&Rs.

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to the Developer a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. The Developer may obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to the City being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site by giving the City and Escrow Agent written notice thereof within thirty (30) days of the Effective Date. Failure to give written notice to the Escrow Agent and the City by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, the City shall have ten (10) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without

further liability to Developer, unless the Developer waives its objection in writing delivered to the City and to the Escrow Agent. If the City shall agree to remove any exception objected to by the Developer, the City shall then have until the date for Closing within which to remove such exception and shall use its best efforts to remove the exception. If despite the use of its best efforts the City is unable to remove any exception objected to by the Developer and which the City has agreed to remove by the Closing, the Developer may elect to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by Developer; or (ii) waive the objection and proceed to Closing.

16. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have until April 30, 2010 ("Feasibility Review Period") to review the condition of the Site and the feasibility of Developer's development plan of development on the Site, including, without limitation, the obtaining of the Lease for the retail bank operator. Developer's feasibility review will pertain to Developer's review of and satisfaction with the following: (i) availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof, (ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site, and (iii) those items contained in Section 15(b). The following items shall be provided or made available by the City to Developer concurrently with the execution of this Agreement by the City, to the extent such items are within City's possession or control or are reasonably available to City: (i) any and all surveys and maps of all or any portion of the Site, (ii) any and all soils condition reports, environmental assessment reports and endangered species and habitat reports on all or any portion of the Site, (iii) any and all water and sewer studies, engineering studies, zoning information, and marketing studies relating to all or any portion of the Site, (iv) any and all leases or other contracts or agreements relating to all or any portion of the Site, the availability of utilities or access to all or any portion of the Site, and investigations of any requirements which may be imposed by governmental or quasi-governmental entities and agencies relative to all or any portion of the Site, (v) any and all plans, specifications, licenses, permits, authorizations and approvals relating to all or any portion of the Site; any and all covenants, conditions and restrictions of all owners' associations with jurisdiction over all or any portion of the Site, and any and all articles of incorporation, bylaws, rules, regulations and public offering statements of any such associations, and (vi) any and all such other materials, documentation and information concerning all or any portion of the Property required or reasonably requested by Developer in order to perform its due diligence.

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if Developer fails to notify City and Escrow Holder of Developer's disapproval of the feasibility of Developer's proposed development of the Site by written notice delivered to City no later than the date of expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to this Section, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither Party will have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to Developer.

(c) During the Feasibility Review Period Developer, and its representative and consultants (including architects and engineers or potential tenants) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as Developer deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies City in writing at least forty- eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer promptly will restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) the City, its affiliates or assignees, which are under the control of the City and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by Developer), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by Developer), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify City of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. Developer covenants and agrees upon request of the City to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer and to pay in full all persons who perform labor upon the Site at the request of Developer, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing.

17. TIME FOR CLOSING AND DELIVERY OF DEED. Subject to any mutually agreed upon extensions of time, the City shall deposit the Deed with the Escrow Agent pursuant to Section 11. The Parties shall also timely deliver into escrow (a) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (b) all documents set forth in Section 11; (c) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (d) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

18. CLOSE OF ESCROW. Upon the fulfillment of the conditions described in this Agreement, the 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 the Developer the Title Policy (hereinafter defined). The recordation of the Deed shall constitute the close of escrow.

19. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 15, and the title insurance policy shall be of the type and in the amount requested by the Developer, and with such endorsements and affirmative coverages as may be required by Developer ("Title Policy"). If Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

20. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to Closing. Prior to Closing, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

21. CONVEYANCE FREE OF POSSESSION. The Site shall be conveyed free of any possession or right of possession by any other person except that of the CC&Rs and approved easements, vacations, or dedications of record, which are mutually agreeable to the Parties.

22. "AS IS" SALE.

(a) Except as otherwise provided in this Agreement, the Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition, with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, except as otherwise provided herein the City makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire,

safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against the City, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws (hereinafter defined) or arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify the City from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the City after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site, or (ii) the application of Environmental Laws to the Site.

(c) The Developer agrees that the City is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

- (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;
- (2) petroleum;
- (3) asbestos;
- (4) polychlorinated biphenyls;
- (5) radioactive materials;

- (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);
 - (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or
 - (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).
- (ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

23. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

24. INTENTIONALLY OMITTED.

25. INTENTIONALLY OMITTED

26. TIME OF ESSENCE. Time is of the essence of this Agreement and every obligation hereunder.

27. DEFAULT AND REMEDIES

(a) In the event the Developer fails to perform any of its obligations required to be performed hereunder prior to Closing, including, without limitation, Developer's obligations under Section 6, or in the event the Closing does not occur by reason of a default by Developer, the City may as its sole remedy, by written notice to the Developer and Escrow Agent, terminate this Agreement and receive from Escrow Agent the Deposit as the City's liquidated damages for the breach of this Agreement by the Developer. It is expressly understood and agreed between the Parties that the City's actual damages for any such breach by the Developer hereunder would be substantial but extremely difficult to ascertain.

INITIALS:

THE CITY:

DEVELOPER:

(b) In the event of the occurrence of a default or the breach of a covenant, representation or warranty by the City occurring prior to the Closing, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies: (i) to waive such default; or (ii) to terminate this Agreement; and on such termination, the Deposit will be returned to the Developer and the Parties thereafter shall have no liability or obligation hereunder; or (iii) to demand specific performance of the City's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of the City for damages.

(c) In the event of a default under Section 13 by the Developer within five (5) years after the Closing, the City may exercise its right to repurchase, reenter and repossess as described in Section 13.

(d) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 16(c) and 16(d) shall survive such termination of this Agreement.

28. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

29. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

30. NO PERSONAL LIABILITY. No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer, or for any obligation of the City under the terms of this Agreement. No manager, member, officer, or employee of Developer shall be personally liable to the City for any default or breach by Developer, for any amount which may become due to the City, or for any obligation of Developer under the terms of this Agreement.

31. 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 City and the Developer 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. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to the City: City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Bill Arent, Director

With a copy to: City Attorney's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Developer: Churchill Security Investments, LLC
1770 N. Buffalo Drive, Suite 101
Las Vegas, NV 89128
Attention: Hank Gordon, Trustee

32. SUBSEQUENT CITY APPROVALS. Any consents or approvals of the City required or permitted by the terms of this Agreement may be given by the City Manager of the City or such other person that the City designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City.

33. INTENTIONALLY OMITTED.

34. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes

Exhibits A, B, C, D, E, F, G, H, I and J 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 City Manager or other appropriate authorities of the City and the Developer 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 City Manager or other appropriate authorities of the City and the Developer.

35. 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.

36. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

37. CAPTIONS AND SECTIONS. 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. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

38. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

39. REPORTING PERSON. The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated thereunder) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

40. DATES. If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

41. FURTHER ASSURANCES. Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

42. EFFECTIVE DATE. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by both Parties.

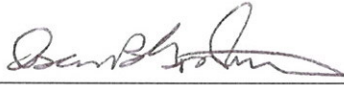
[Next Page Is Signature Page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

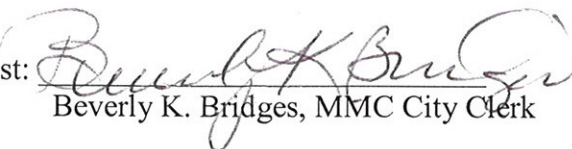
Date of City Council Approval:

February 3, 2010.

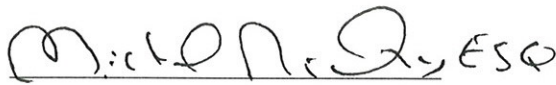
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

Date: February 3, 2010

Attest: 
Beverly K. Bridges, MMC City Clerk

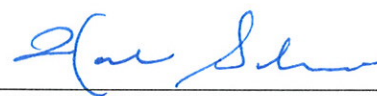
APPROVED AS TO FORM:

 ESQ

Date: 1-20-10

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada Limited Liability Company

HF TRUST ITS MANAGER

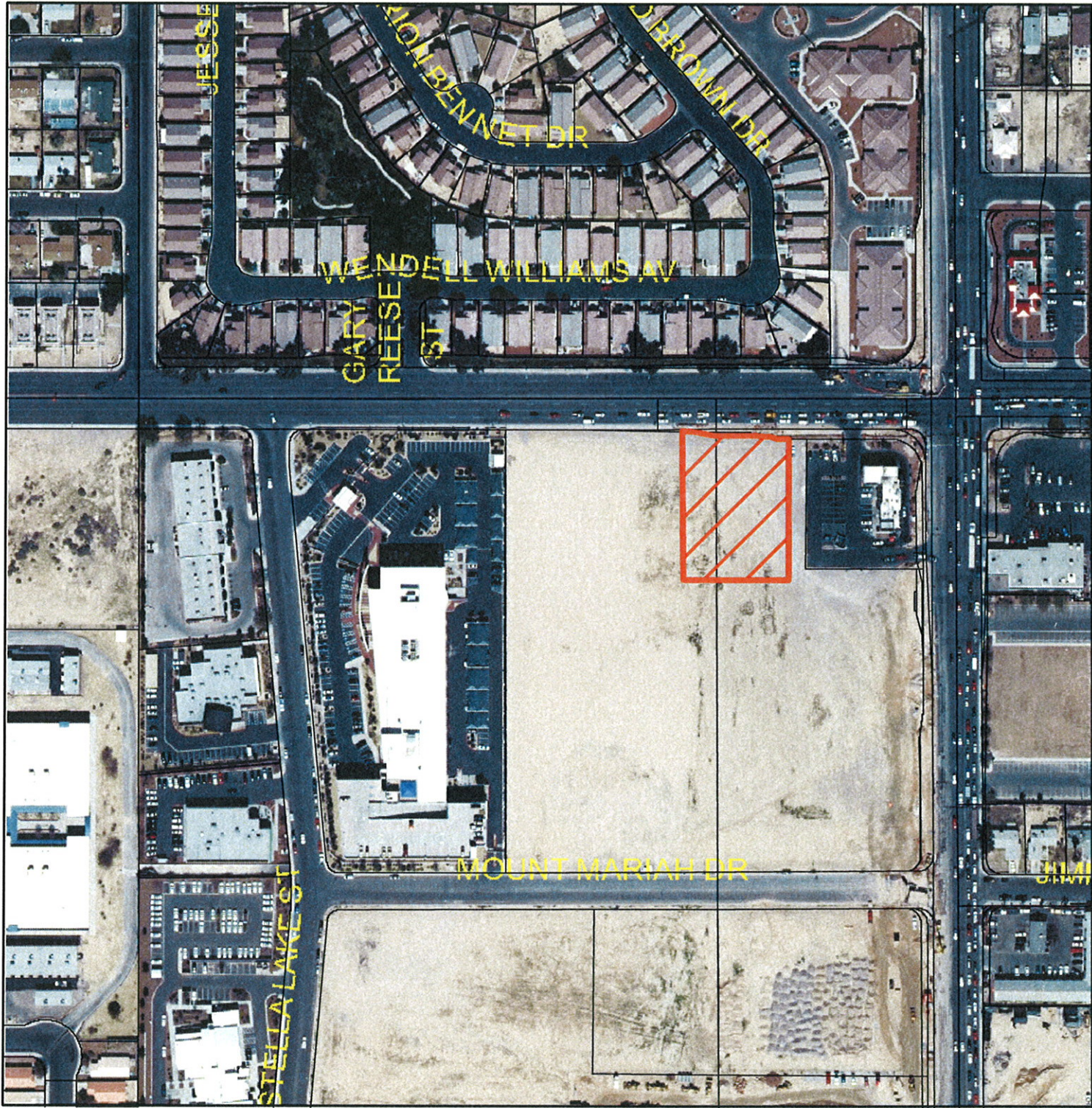
By: 
HANK GORDON, Trustee

Date: Feb 1, 2010

LIST OF EXHIBITS

EXHIBIT A	MAP SHOWING THE LOCATION OF THE SITE
EXHIBIT A-1	PRELIMINARY SITE PLAN FOR THE PROJECT
EXHIBIT B	LEGAL DESCRIPTION OF THE SITE
EXHIBIT C	DISCLOSURE OF PRINCIPALS
EXHIBIT D	SCHEDULE OF PERFORMANCE
EXHIBIT E	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT F	CERTIFICATE OF COMPLETION
EXHIBIT G	GRANT, BARGAIN AND SALE DEED
EXHIBIT H	QUITCLAIM DEED
EXHIBIT I	IRREVOCABLE ESCROW INSTRUCTIONS
EXHIBIT J	EASEMENT LOCATION

Exhibit "A"
Site Map



Legend

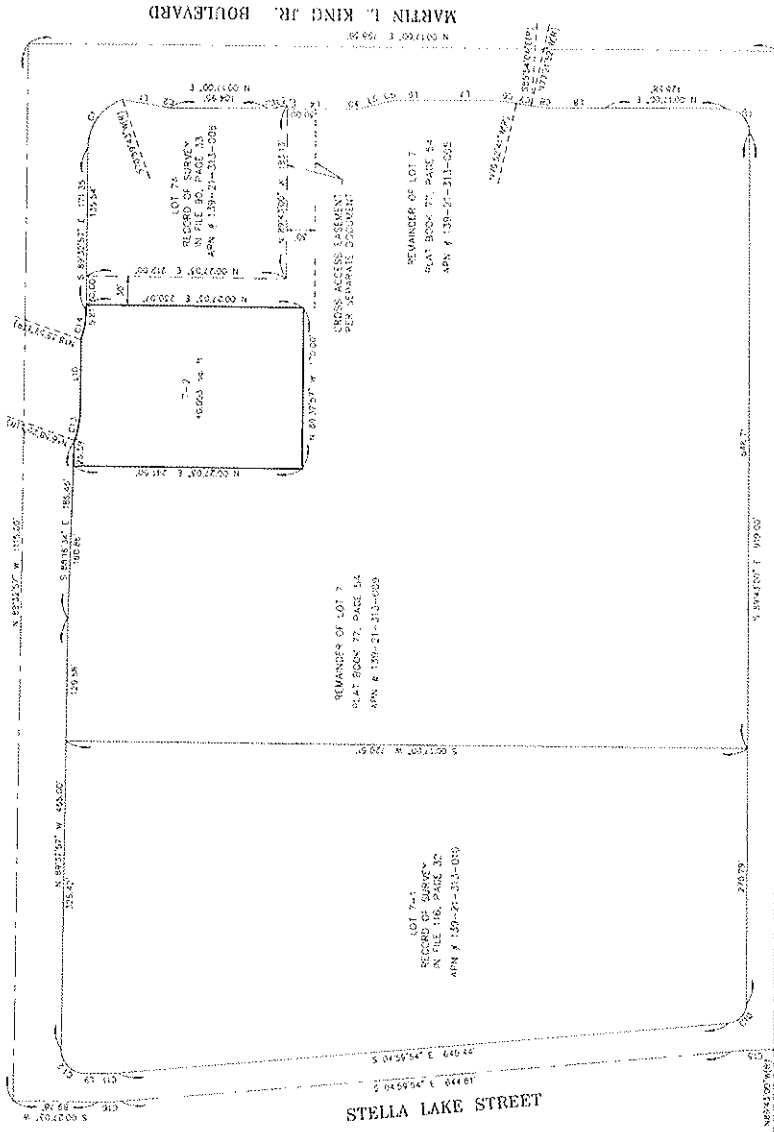


Churchill

0 135 270 540 Feet

EXHIBIT "A-1"

LAKE MEAD BOULEVARD



STELLA LAKE STREET

MOUNT MARIAH DRIVE

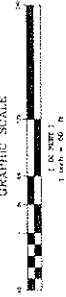
SHEET 2 OF 2

RECORD OF SURVEY
CITY OF LAS VEGAS

PORTION OF SECTION 7
CITY OF LAS VEGAS, CLINT COUNTY, NEVADA



GRAPHIC SCALE



LINE	BEARING	DISTANCE
1	N 89° 21' 37" W	100.00
2	S 89° 21' 37" E	100.00
3	N 89° 21' 37" W	100.00
4	S 89° 21' 37" E	100.00
5	N 89° 21' 37" W	100.00
6	S 89° 21' 37" E	100.00
7	N 89° 21' 37" W	100.00
8	S 89° 21' 37" E	100.00
9	N 89° 21' 37" W	100.00
10	S 89° 21' 37" E	100.00

LINE	BEARING	DISTANCE	AREA
1	N 89° 21' 37" W	100.00	100.00
2	S 89° 21' 37" E	100.00	100.00
3	N 89° 21' 37" W	100.00	100.00
4	S 89° 21' 37" E	100.00	100.00
5	N 89° 21' 37" W	100.00	100.00
6	S 89° 21' 37" E	100.00	100.00
7	N 89° 21' 37" W	100.00	100.00
8	S 89° 21' 37" E	100.00	100.00
9	N 89° 21' 37" W	100.00	100.00
10	S 89° 21' 37" E	100.00	100.00

LEGEND

- RIGHT OF WAY
- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- FOUND MONUMENTS AS NOTED
- SET 1/4" BEAR & CAP
- FILE 11987
- APN
- ASSESSORS PARCEL NUMBER
- RADIAL LINE

EXHIBIT "B"

JANUARY 18, 2010
BY: ARR
P.R. BY: HJB
PAGE 1 OF 2

LOT 7-2 ENTERPRISE PARK

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH 89°32'57" WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 444.19 FEET; THENCE, SOUTH 00°27'03" WEST, DEPARTING SAID CENTERLINE, 53.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH 88°16'34" EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 18°09'45" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°48'40" AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°58'25" WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°31'22" AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH 89°32'57" EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

LOT 7-2
ENTERPRISE PARK
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $18^{\circ}38'59''$ WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ}11'56''$ AN ARC LENGTH OF 31.76 FEET; THENCE SOUTH $89^{\circ}32'57''$ EAST, 5.81 FEET; THENCE SOUTH $00^{\circ}27'03''$ WEST, DEPARTING SAID RIGHT OF WAY LINE, 230.07 FEET; THENCE NORTH $89^{\circ}32'57''$ WEST, 170.00 FEET; THENCE NORTH $00^{\circ}27'03''$ EAST, 241.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

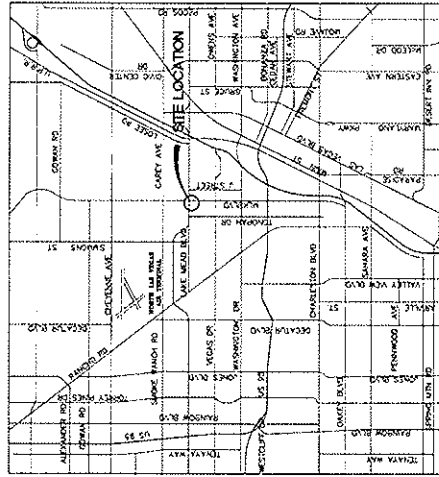
BASIS OF BEARINGS:

NORTH $89^{\circ}32'57''$ WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.



RECORD OF SURVEY OF A PORTION OF LOT 7 OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK BOOK 77, PAGE 54 OF PLATS LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

1. ALAN R. RIEKKE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
2. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCES OF THE CITY OF LAS VEGAS.
3. THE LANDS SURVEYED LIE WITHIN THE SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THIS SURVEY WAS COMPLETED ON DECEMBER 12, 2009.
4. THE MONUMENTS SHOWN ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ALAN R. RIEKKE, PLS.
N.E. 12345
EXPIRATION DATE: 12/31/2011



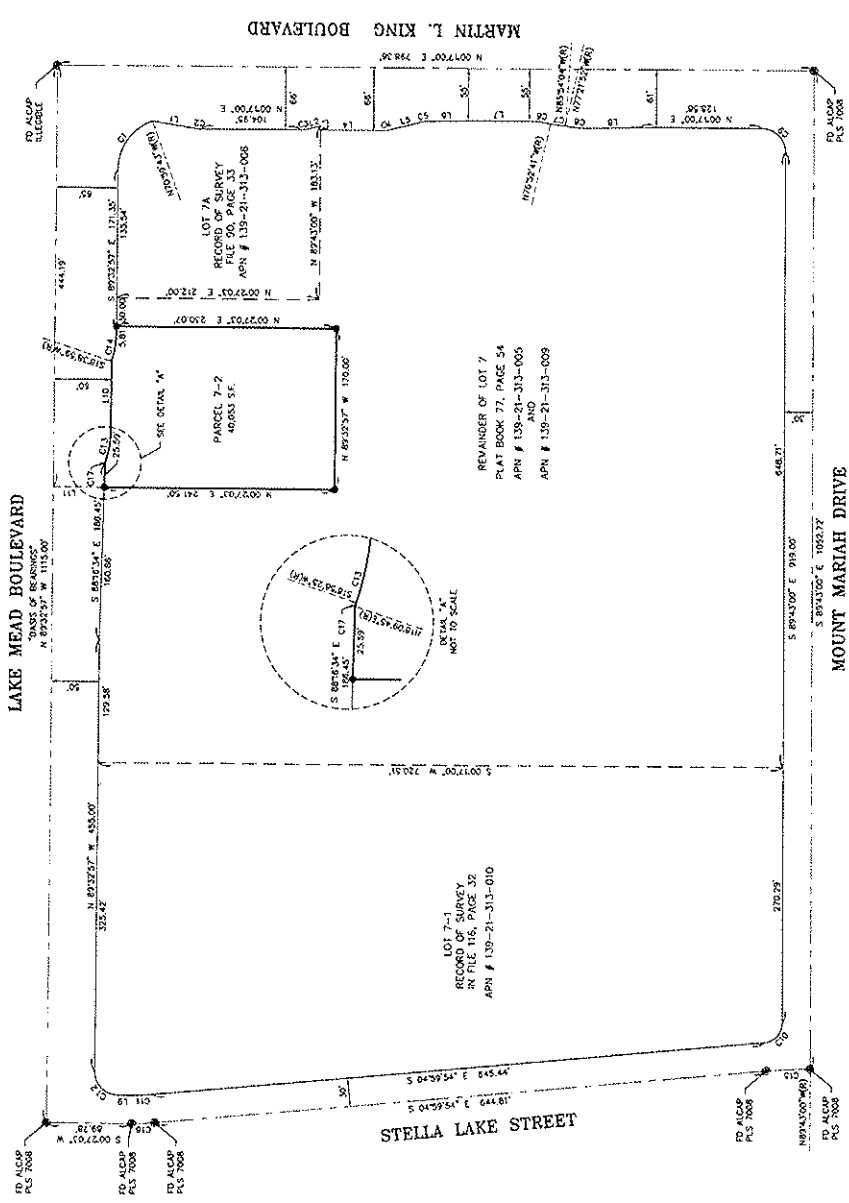
NOT TO SCALE

SHEET 1 OF 2

RECORD OF SURVEY OF A PORTION OF LOT 7 OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK BOOK 77, PAGE 54 OF PLATS LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA		FILED AT THE REQUEST OF CITY OF LAS VEGAS DATE: 12/12/2010 FILE: 12345 PAGE: 1 OF SURVEY BOOK NO. 77 CLARK COUNTY, NEVADA RECORDS DURIE CONWAY RECORPER PPL
ALAN R. RIEKKE PROFESSIONAL LAND SURVEYOR AS AN AGENT FOR CITY OF LAS VEGAS LAS VEGAS, NV 89128 TEL: (702) 259-6017		RECORDED BY: 12345 DATE: 12/12/2010 FILE NAME: 12345 ADDRESS: 12345 SOUTH BOWLING DRIVE, LAS VEGAS, NV 89128

RECORDER'S NOTE:
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE
EXAMINED AND MAY BE DETERMINED BY REFERENCE
TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX
NEE 275.509.

FINAL MAPS		RECORD OF SURVEYS		RIGHT OF WAY DEDICATION	
BOOKS	PAGE	FILE	PAGE	DOCUMENT NO.	
77	54	90	33	20060629 02721	
		106	35	20071028 03446	
		106	37	20080115 03074	
		116	52		
		146	54		
		146	54		
		146	75		

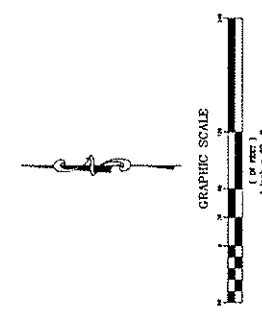


LINE TABLE

LINE	BEARING	DISTANCE
1	N 00°14'45"E	45.98
2	N 00°14'45"E	45.98
3	S 89°45'00"W	4.13
4	S 89°45'00"W	4.13
5	N 00°14'45"E	45.98
6	N 00°14'45"E	45.98
7	S 89°45'00"W	4.13
8	S 89°45'00"W	4.13
9	N 00°14'45"E	45.98
10	N 00°14'45"E	45.98
11	S 89°45'00"W	4.13
12	S 89°45'00"W	4.13
13	N 00°14'45"E	45.98
14	N 00°14'45"E	45.98

CURVE TABLE

CURVE	BEARING	RADIUS	LENGTH	TANG.
C1	N 00°14'45"E	45.98	45.98	0.00
C2	N 00°14'45"E	45.98	45.98	0.00
C3	S 89°45'00"W	4.13	4.13	0.00
C4	S 89°45'00"W	4.13	4.13	0.00
C5	N 00°14'45"E	45.98	45.98	0.00
C6	N 00°14'45"E	45.98	45.98	0.00
C7	S 89°45'00"W	4.13	4.13	0.00
C8	S 89°45'00"W	4.13	4.13	0.00
C9	N 00°14'45"E	45.98	45.98	0.00
C10	N 00°14'45"E	45.98	45.98	0.00
C11	S 89°45'00"W	4.13	4.13	0.00
C12	S 89°45'00"W	4.13	4.13	0.00
C13	N 00°14'45"E	45.98	45.98	0.00
C14	N 00°14'45"E	45.98	45.98	0.00
C15	S 89°45'00"W	4.13	4.13	0.00
C16	S 89°45'00"W	4.13	4.13	0.00
C17	N 00°14'45"E	45.98	45.98	0.00
C18	N 00°14'45"E	45.98	45.98	0.00



LEGEND

RIGHT OF WAY

LOT LINE

PROPERTY LINE

CENTRAL LINE

FOUND MONUMENTS AS NOTED

SEE DETAIL "A"

APN # 139-21-313-010

ASSESSORS PARCEL NUMBER

(R)

RADIAL LINE

SURVEYOR'S CERTIFICATE
FOR COMPLETE SURVEY CERTIFICATE, SEE SHEET 1 OF 2



ALAN R. RIEKEL, PLS
ALAN R. RIEKEL, PLS NO. 12469
EXPIRATION DATE: 12/31/2011

SHEET 2 OF 2

RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
LIVING WITHIN SECTION 21, TOWNSHIP 30 SOUTH,
RANGE 30 EAST, CLARK COUNTY, NEVADA
CITY OF LAS VEGAS, NEVADA

DATE: 01-18-2010
FILE NAME: MARTIN L. KING & LAKE MEAD
ADDRESS: 3001 ROSS AVENUE, LAS VEGAS, NV 89123

RECORDED BY: 05/20/2010

EXHIBIT "C"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity Name <i>CHRONIC SECURITY INVESTMENTS LLC</i> Address <i>1720 NO. BUFFALO DRIVE B101</i> <i>Las Vegas NV 89129</i> Telephone <i>720 4500 8227</i> EIN or DUNS <i>56-2464866</i>	Block 2 Description <i>Disposition and Development Agreement</i>
---	--

Block 3 Type of Business ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	HONORIAN GORON	1770 N. BUFFALO DR	702-220-4500
2.		LFE 101 W. 54TH ST	781-89128
3.	TAMM MORRIS	436 E. 42ND ST	949-715-1701
4.		LAUREL BLVD CA 92651	
5.			
6.			
7.			

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 sheets: 2.

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: _____

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.

CHARTER SECURITY INVESTMENTS
BY HF TRUST, MANAGER LLC

Name

Date

Subscribed and sworn to before me this 25 day of

Jan, 2010

Laura Groseth
Notary Public

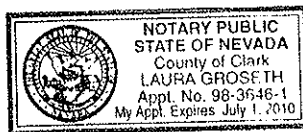


EXHIBIT D
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of this Agreement.	Not later than ten (10) calendar days from City Council approval of this Agreement.
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened escrow December 1, 2009, with First American Title Company, 10655 Park Run Dr., Ste. 140, Las Vegas, NV 89144
Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Within twenty (20) calendar days of opening escrow
Approval of Title Report.	Within thirty (30) calendar days from Effective Date.
Expiration of Feasibility Review Period.	Not later than June 30, 2010.
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than sixty (60) calendar days from the Effective Date.
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than ninety (90) calendar days from the Effective Date.
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date.
Submission of Developer's evidence of financing the Project pursuant to Section 6.	Ten (10) days prior to closing.
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval.
Issuance of City and other governmental permits necessary to commence construction.	Not later than start of construction or within six (6) months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.

Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction
Payment of escrow deposit.	Not later than three (3) business days from the Effective date.
Balance of Purchase Price by Developer.	At Closing.
Execution by Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site Closing and conveyance	On or before June 30, 2010
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing, or (ii) issuance of City and other governmental permits necessary to commence construction.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than twelve (12) calendar months following commencement of construction.
Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.

EXHIBIT E
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCOPE OF DEVELOPMENT OF THE PROJECT

Developer shall build an approximately 4,195 square foot neighborhood retail bank branch on an approximate 40,000 square foot site, consistent with the site development plan submitted to the City Planning Commission on _____, 2010, for consideration at the _____, 2010 City Planning Commission meeting and the _____, 2010 City Council meeting. Any deviation from said site development plan or the conditions of the approval of such plan shall require written approval by Director.

EXHIBIT F
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

CERTIFICATE OF COMPLETION

APN:

RECORDING REQUESTED BY:
City of Las Vegas

AFTER RECORDING, MAIL TO:
City of Las Vegas
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

THIS NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT ("Notice") is made pursuant to the requirements of that certain Disposition and Development Agreement ("DDA") with an effective date of _____, 2010, whereby the City of Las Vegas, a municipal corporation of the State of Nevada ("Grantor"), provided assistance to Churchill Security Investments, LLC, a Nevada limited liability company ("Developer"), for construction and development of a certain project situated in the City of Las Vegas, Nevada, and described on the Attachment attached hereto and made a part hereof ("Site").

The DDA provides that (a) the City shall furnish the Developer with this Notice upon completion of all construction and development upon the Site that is required to be completed by the DDA, (b) this Notice shall be in such form as to permit it to be recorded in Recorder's Office of Clark County, and (c) this Notice shall be conclusively determined that the construction and development on the Site has been satisfactorily completed.

NOW, THEREFORE, the City agrees and does hereby certify that the construction and development on the Site has been fully and satisfactorily performed and completed in full compliance with the requirements of the DDA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has executed this Notice as of _____.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Attest: _____
Beverly K. Bridges, MMC City Clerk

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada limited liability company

By: _____
HANK GORDON, Trustee

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by
Oscar B. Goodman as Mayor of the City of Las Vegas.

NOTARY PUBLIC

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by
Hank Gordon as Trustee of Churchill Security Investments, LLC.

NOTARY PUBLIC

ATTACHMENT
TO
NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

JANUARY 18, 2010
BY: ARR
P.R. BY: HJB
PAGE 1 OF 2

**LOT 7-2
ENTERPRISE PARK**

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH $89^{\circ}32'57''$ WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 444.19 FEET; THENCE, SOUTH $00^{\circ}27'03''$ WEST, DEPARTING SAID CENTERLINE, 53.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH $88^{\circ}16'34''$ EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $18^{\circ}09'45''$ EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}48'40''$ AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $18^{\circ}58'25''$ WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $18^{\circ}31'22''$ AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH $89^{\circ}32'57''$ EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

LOT 7-2
ENTERPRISE PARK
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°38'59" WEST; THENCE
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'56" AN ARC LENGTH
OF 31.76 FEET; THENCE SOUTH 89°32'57" EAST, 5.81 FEET; THENCE SOUTH
00°27'03" WEST, DEPARTING SAID RIGHT OF WAY LINE, 230.07 FEET; THENCE
NORTH 89°32'57" WEST, 170.00 FEET; THENCE NORTH 00°27'03" EAST, 241.50 FEET
TO THE POINT OF BEGINNING.

CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY
COMPUTER METHODS.

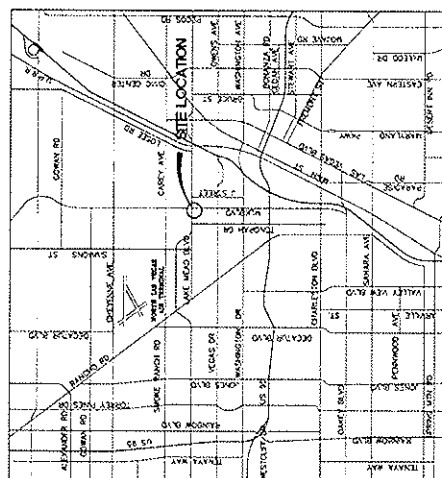
BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE
MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN
AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE
OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS,
AT PAGE 54.

END OF DESCRIPTION.



LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



NOT TO SCALE

FILE	PAGE	DOCUMENT NO.
90	33	20060829-02701
104	35	20071008-03818
102	43	20090317-03104
116	32	
245	34	
144	26	

RECORDER'S NOTE:
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE
EXAMINED AND MAY BE DETERMINED BY REFERENCE
TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX
BOOKS 278-5695.

ALAN R RIEKKE
PROFESSIONAL
LAND SURVEYOR
AS AN AGENT FOR
CITY OF LAS VEGAS
LAS VEGAS, NV 8912A
TEL: (702) 259-6217

RECORD OF SURVEY OF
A PORTION OF LOT

AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 64 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



AS AN AGENT FOR
CITY OF LAS VEGAS
AS VEGAS, NV 89128
TEL: (702) 259-6217

NAME: STATION L KING & LANE HEAD
ADDRESS: 3001 RICHMOND DRIVE, LAS VEGAS, NV. 89128

SHEET 1 OF 2

0. FILED AT THE REQUEST OF
CITY OF LAS VEGAS
DATE: _____ TIME: _____
TITLE: _____ PAGE: _____
OF SURVEYS
OFFICIAL RECORDS
BOOK NO. _____
CLARK COUNTY, NEVADA
RECORDS
DEBBIE CONWAY RECORDER
TEES, DEPUTY

LEGEND

RIGHT OF WAY _____ 20

----- LOT LINE -----

PROPERTY LINE

[illegible]

§ FOUND MONUMENTS AS NOTED

• 857 537 8150 & 537 537 8151

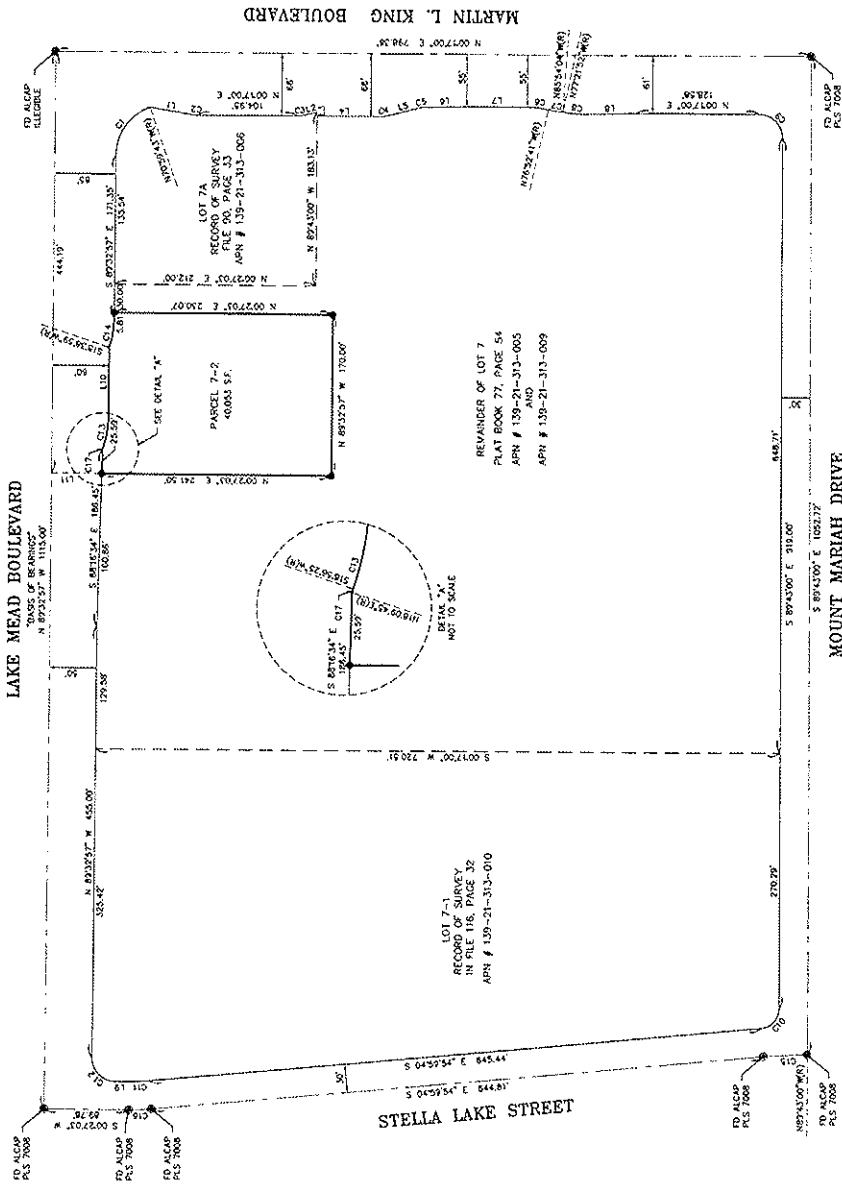
PLS 12469

APN ASSESSORS PA

(8) RADIAL LINE

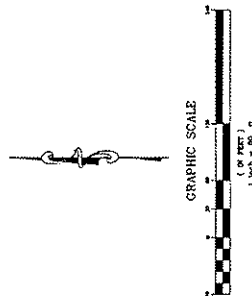
BASIS OF BEARINGS:

THE CENTERLINE OF LAKES MEAD BOULEVARD, BETWEEN MARTIN L. KING BOULEVARD AND STELLA LAKE STREET, BEARS N 89°15' 11" W. AS SHOWN ON THE "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK", RECORDED IN BOOK 77 OF PLATS, PAGE 54, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.



LINE	BEARING	DISTANCE
L1	N 89°23'57" W	444.19'
L2	N 89°23'57" W	444.19'
L3	N 89°23'57" W	444.19'
L4	N 89°23'57" W	444.19'
L5	N 89°23'57" W	444.19'
L6	N 89°23'57" W	444.19'
L7	N 89°23'57" W	444.19'
L8	N 89°23'57" W	444.19'
L9	N 89°23'57" W	444.19'
L10	N 89°23'57" W	444.19'
L11	N 89°23'57" W	444.19'

CURVE	DELTA	RADIUS	LENGTH	AREA
C1	90.00°	50.00'	31.42'	785.41'
C2	90.00°	50.00'	31.42'	785.41'
C3	90.00°	50.00'	31.42'	785.41'
C4	90.00°	50.00'	31.42'	785.41'
C5	90.00°	50.00'	31.42'	785.41'
C6	90.00°	50.00'	31.42'	785.41'
C7	90.00°	50.00'	31.42'	785.41'
C8	90.00°	50.00'	31.42'	785.41'
C9	90.00°	50.00'	31.42'	785.41'
C10	90.00°	50.00'	31.42'	785.41'
C11	90.00°	50.00'	31.42'	785.41'
C12	90.00°	50.00'	31.42'	785.41'
C13	90.00°	50.00'	31.42'	785.41'
C14	90.00°	50.00'	31.42'	785.41'
C15	90.00°	50.00'	31.42'	785.41'
C16	90.00°	50.00'	31.42'	785.41'
C17	90.00°	50.00'	31.42'	785.41'



- LEGEND**
- RIGHT OF WAY
 - LOT LINE
 - PROPERTY LINE
 - CENTERLINE
 - FOUND MONUMENTS AS NOTED
 - SET BY REBAR & CAP
 - PLS 12409
 - APN
 - ASSESSORS PARCEL NUMBER
 - RADIAL LINE

SURVEYOR'S CERTIFICATE
 FOR COMPLETE SURVEYOR'S CERTIFICATE, SEE SHEET 1 OF 2

ALAN R. RIECKEL, PLS
 12409
 EXPIRATION DATE: 12/31/2011

RECORD OF SURVEY OF
A PORTION OF LOT 7
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH,
RANGE 28 NORTH, MERIDIAN 116 WEST,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

BOOKED BY: 10/20/2010
 DATE: 01-10-2010
 FILE NAME: MARTIN L KING & LAKE MEAD
 ADDRESS: 2001 ROSSFORD DRIVE LAS VEGAS, NV 89135

EXHIBIT G
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

GRANT, BARGAIN AND SALE DEED

APN:

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:
Churchill Security Investments, LLC
1770 North Buffalo Drive, Suite 101
Las Vegas, Nevada 89128

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantor"), hereby grants, bargains and sells to Churchill Security Investments, LLC, a Nevada limited liability company, whose address is 1770 North Buffalo Drive, Suite 101, Las Vegas, Nevada, 89128 ("Grantee"), all right, title, and interest in the real property ("Property") legally described in the Attachment attached hereto and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Disposition and Development Agreement ("Agreement") for the Property, entered into by and between Grantor and Grantee with an effective date of _____. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in the Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument not prohibited by the Agreement.

3. The absence from this deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this deed to the exclusion of said covenants, restrictions, and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

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

6. This Deed may be executed in counterparts.

IN WITNESS THEREOF, Grantor and Grantee have caused this instrument to be executed as of _____.

GRANTOR:

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Attest: _____
Beverly K. Bridges, MMC City Clerk

Approved as to form:

Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by Oscar B. Goodman as Mayor of the City of Las Vegas.

NOTARY PUBLIC

ATTACHMENT
TO
GRANT, BARGAIN, AND SALE DEED
LEGAL DESCRIPTION OF THE REAL PROPERTY
ATTACHMENT FOLLOWS

JANUARY 18, 2010
BY: ARR
P.R. BY: HJB
PAGE 1 OF 2

**LOT 7-2
ENTERPRISE PARK**

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH $89^{\circ}32'57''$ WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 444.19 FEET; THENCE, SOUTH $00^{\circ}27'03''$ WEST, DEPARTING SAID CENTERLINE, 53.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH $88^{\circ}16'34''$ EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $18^{\circ}09'45''$ EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}48'40''$ AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $18^{\circ}58'25''$ WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $18^{\circ}31'22''$ AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH $89^{\circ}32'57''$ EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

LOT 7-2
ENTERPRISE PARK
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

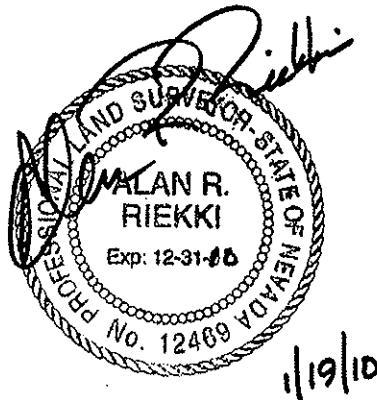
A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $18^{\circ}38'59''$ WEST; THENCE
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ}11'56''$ AN ARC LENGTH
OF 31.76 FEET; THENCE SOUTH $89^{\circ}32'57''$ EAST, 5.81 FEET; THENCE SOUTH
 $00^{\circ}27'03''$ WEST, DEPARTING SAID RIGHT OF WAY LINE, 230.07 FEET; THENCE
NORTH $89^{\circ}32'57''$ WEST, 170.00 FEET; THENCE NORTH $00^{\circ}27'03''$ EAST, 241.50 FEET
TO THE POINT OF BEGINNING.

CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY
COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH $89^{\circ}32'57''$ WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE
MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN
AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE
OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS,
AT PAGE 54.

END OF DESCRIPTION.



RECORD OF SURVEY OF
A PORTION OF LOT 7

BOOK 77, PAGE 54 OF PLATS

[illegible]

NOT TO SCALE

BASIS OF BEARINGS:
THE CENTERLINE OF LAKE
L. KING BOULEVARD AND
W. AS SHOWN ON THE "AM-
ENTERPRISE PARK", RECORD
CLARK COUNTY, NEVADA.

NO.

NO. _____
 FILED AT THE REQUEST OF _____
 CITY OF LAS VEGAS
 DATE: _____ TIME: _____
 FILE _____ PAGE _____
 OF SURVEYS
 OFFICIAL RECORDS
 BOOK NO. _____
 CLARK COUNTY, NEVADA
 RECORDS
 DEBBIE CONWAY RECORDER
 FEE _____ DEPUTY _____

RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 64 OF PLATS
THIRTH SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 30 NORTH, CLARK COUNTY, NEVADA

PLAT 17 LAS VEGAS, CLARK COUNTY, NEVADA

PLANNED BY: G5/JARR
DATE: 01-18-2010
E. NAME: MARTIN L KINGS & LARK, INC
ADDRESS: 2001 BOWLING DRIVE, LAS VEGAS, NV 89120



ALAN R RIEKKI
PROFESSIONAL
LAND SURVEYOR
AS AN AGENT FOR
CITY OF LAS VEGAS
LAS VEGAS, NV 89128
TEL: (702) 229-6317

RECORDER'S NOTE:
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE
EXAMINED AND MAY BE DETERMINED BY REFERENCE
TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX
NRS 278.5695.

REFERENCE:		RECORD OF SURVEYS		RIGHT OF WAY DEDICATION	
BOOK	PAGE	FILE	PAGE	DOCUMENT NO.	
77	58	90	33	20060320-02310	
		100	36	20060320-02310	
		106	37	20060320-02310	
		116	32	20071008-03818	
		146	54	20080377-03004	

SURVEYOR'S CERTIFICATE

1. I, ALAN S. BUCKLE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

2. THIS PLAN REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS

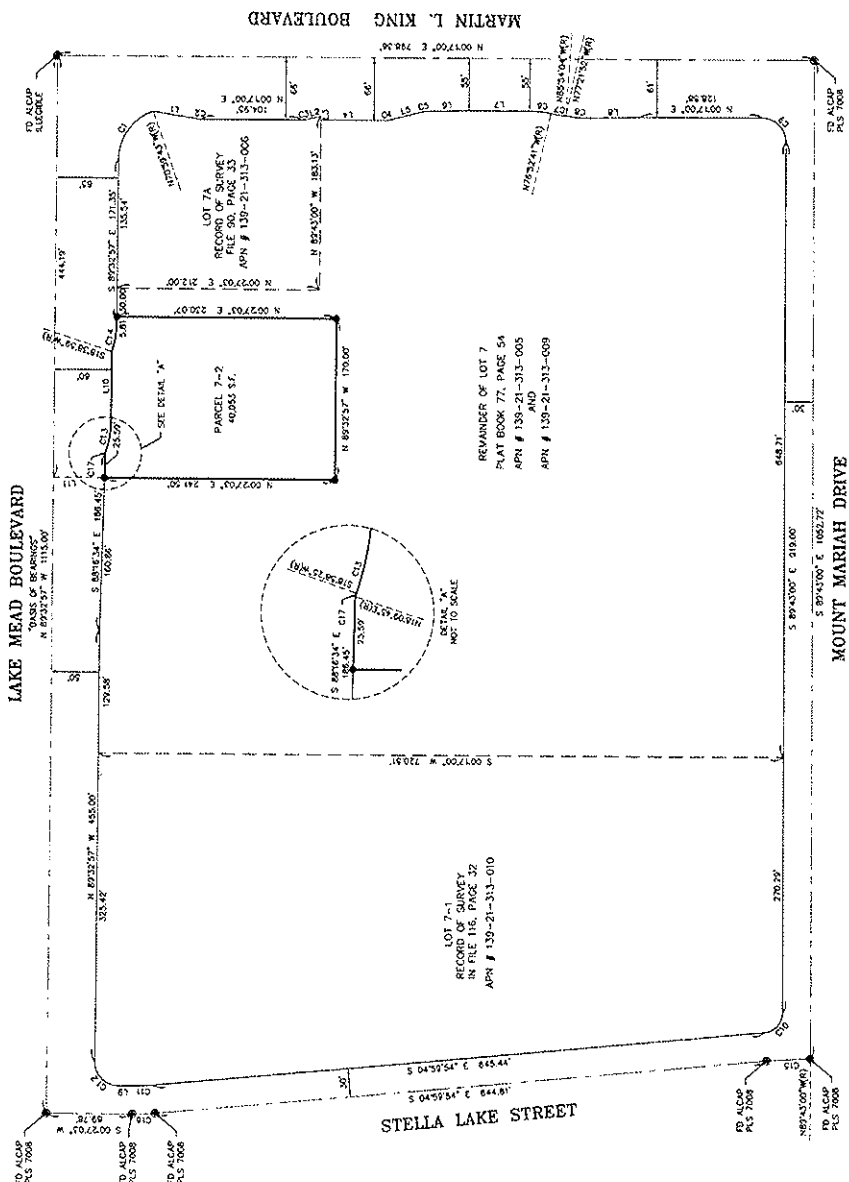
3. THE LAND SURVEYED LIES WITHIN THE SECTION 21, TOWNSHIP 20 SOUTH, RANGE 41 EAST, M.D.M. CLARK COUNTY, NEVADA, AND THIS SURVEY WAS COMPLETED ON DECEMBER 11, 2009.

4. THIS SURVEY COMPLES WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED.

5. THE CHARACTER SHOWN, THE POSITIONS INDICATED AND AGE OF SURVEY POINT NUMBER AND OCCUPANCY.

ALAN R. RIEKKE, PLS
NEVADA CERTIFICATE NO. 1246
EXPIRATION DATE: 12/31/2011

9/18

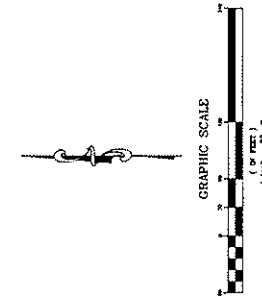


LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°24'10" E	45.98
L2	S 89°24'10" E	11.13
L3	S 89°24'10" E	4.13
L4	S 89°24'10" E	69.06
L5	N 0°07'00" E	24.00
L6	N 0°07'00" E	64.69
L7	N 0°07'00" E	33.28
L8	N 0°07'00" E	32.28
L9	N 0°07'00" E	32.28
L10	N 0°07'00" E	32.28
L11	N 0°07'00" E	32.28

CURVE TABLE

CURVE	DELTA	PARABOL	LENGTH	TANGENT
C1	70°27'40"	54.00	68.42	30.49
C2	140°55'20"	108.00	136.84	60.98
C3	140°55'20"	108.00	136.84	60.98
C4	140°55'20"	108.00	136.84	60.98
C5	140°55'20"	108.00	136.84	60.98
C6	140°55'20"	108.00	136.84	60.98
C7	140°55'20"	108.00	136.84	60.98
C8	140°55'20"	108.00	136.84	60.98
C9	140°55'20"	108.00	136.84	60.98
C10	140°55'20"	108.00	136.84	60.98
C11	140°55'20"	108.00	136.84	60.98
C12	140°55'20"	108.00	136.84	60.98
C13	140°55'20"	108.00	136.84	60.98
C14	140°55'20"	108.00	136.84	60.98
C15	140°55'20"	108.00	136.84	60.98
C16	140°55'20"	108.00	136.84	60.98
C17	140°55'20"	108.00	136.84	60.98



- LEGEND
- RIGHT OF WAY
 - LOT LINE
 - PROPERTY LINE
 - CENTERLINE
 - FOUND MONUMENTS AS NOTED
 - SET BACK BAR & CAP
 - PLS 1249
 - APN
 - ASSESSORS PARCEL NUMBER
 - (R)
 - RADIAL LINE

SURVEYOR'S CERTIFICATE
FOR COMPLETE SURVEYOR'S CERTIFICATE, SEE SHEET 1 OF 2



ALAN R. HEIKEL, PLS
11469
EXPIRATION DATE: 12/31/2011

SHEET 2 OF 2

RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
LYRIC ESTATE, SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 12 EAST, CLATSOP COUNTY, OREGON
CITY OF LAS VEGAS, CLATSOP COUNTY, NEVADA

PLAT NO. 1249
RECORDED BY: 05/08
DATE: 01-18-2010
FILE NAME: WATSON L. KING & LAKE MEAD
ADDRESS: 3001 INDEPENDENCE DRIVE, LAS VEGAS, NV 89129

EXHIBIT H
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

APN:

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION, MAIL TO,
AND SEND TAX BILLS TO:
City of Las Vegas
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Churchill Security Investments, LLC, a Nevada limited liability company, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, the real property in the City of Las Vegas, Nevada, described on the Attachment attached hereto.

DATED: _____.

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada limited liability company

By: _____
HANK GORDON, Trustee

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by
Hank Gordon as Trustee of Churchill Security Investments.

NOTARY PUBLIC

ATTACHMENT
TO
QUITCLAIM DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

JANUARY 18, 2010
BY: ARR
P.R. BY: HJB
PAGE 1 OF 2

**LOT 7-2
ENTERPRISE PARK**

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH $89^{\circ}32'57''$ WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 444.19 FEET; THENCE, SOUTH $00^{\circ}27'03''$ WEST, DEPARTING SAID CENTERLINE, 53.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH $88^{\circ}16'34''$ EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $18^{\circ}09'45''$ EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}48'40''$ AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $18^{\circ}58'25''$ WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $18^{\circ}31'22''$ AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH $89^{\circ}32'57''$ EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

LOT 7-2
ENTERPRISE PARK
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

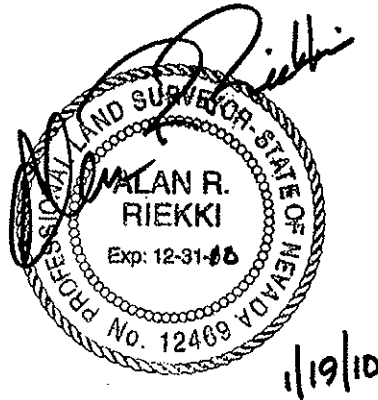
A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $18^{\circ}38'59''$ WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ}11'56''$ AN ARC LENGTH OF 31.76 FEET; THENCE SOUTH $89^{\circ}32'57''$ EAST, 5.81 FEET; THENCE SOUTH $00^{\circ}27'03''$ WEST, DEPARTING SAID RIGHT OF WAY LINE, 230.07 FEET; THENCE NORTH $89^{\circ}32'57''$ WEST, 170.00 FEET; THENCE NORTH $00^{\circ}27'03''$ EAST, 241.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

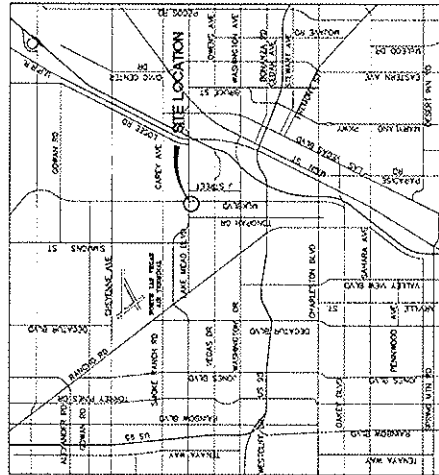
BASIS OF BEARINGS:

NORTH $89^{\circ}32'57''$ WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.



RECORD OF SURVEY OF A PORTION OF LOT 7 OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK BOOK 77, PAGE 54 OF PLATS LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, ALAN R. RIECKI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS
2. THE LANDS SURVEYED ARE WITHIN THE SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THIS SURVEY WAS COMPLETED ON DECEMBER 16, 2009
3. THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED.
4. THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ALAN R. RIECKI, P.L.S.
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011



REFERENCE:

FINAL MAPS	RECORD OF SURVEYS	RIGHT OF WAY DEDICATION
BOOK	FILE	PAGE
77	54	33
	102	43
	102	45
	146	24
	146	25

RECORDER'S NOTE:
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE
EXAMINED AND MAY BE DETERMINED BY REFERENCE
TO THE CITY RECORDS COMPLETION MAP INDEX
NRS 270.560.

SHEET 1 OF 2

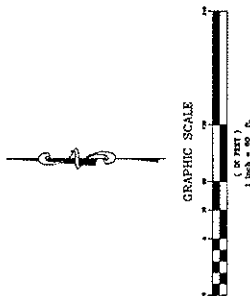
NO. _____ FILED AT THE REQUEST OF CITY OF LAS VEGAS DATE _____ TIME _____ FILE _____ PAGE _____ OFFICIAL RECORDS BOOK NO. _____ CLARK COUNTY, NEVADA RECORDS DEPARTMENT DEBBIE CONNOR, CLERK PFE		RECORD OF SURVEY OF A PORTION OF LOT 7 AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA DRAWN BY: ILB CHECKED BY: 05/08/08 DATE: 05-18-2010 FILE NAME: MARTIN L RND & LAKE WOOD ADDRESS: 3007 RIVINGTON DRIVE, LAS VEGAS, NV 89128
ALAN R. RIECKI PROFESSIONAL LAND SURVEYOR AS AN AGENT FOR CITY OF LAS VEGAS LAS VEGAS, NV 89128 TEL: (702) 229-6017		

BASIS OF BEARINGS:
THE CENTERLINE OF LAKE MEAD BOULEVARD, BETWEEN MARTIN
L. RND & LAKE WOOD BOULEVARD, BEARING S 89° 23' 57"
W, 150.00 FEET TO THE CENTERLINE OF LAKE MEAD BOULEVARD,
ENTERPRISE PARK, RECORDED IN BOOK 77 OF PLATS, PAGE 54,
CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

LEGEND:
RIGHT OF WAY
LOT LINE
PROPERTY LINE
CENTERLINE
FOUND MONUMENTS AS NOTED
SET 38° 28' 00" BAR & CAP
PLS 12469
APN
ASSESSORS PARCEL NUMBER
(R) RATHALL LINE

LINE	BEARING	DISTANCE
1	N 89°32'07" W	11.00
2	S 89°32'07" E	11.00
3	N 89°32'07" W	11.00
4	S 89°32'07" E	11.00
5	N 89°32'07" W	11.00
6	S 89°32'07" E	11.00
7	N 89°32'07" W	11.00
8	S 89°32'07" E	11.00
9	N 89°32'07" W	11.00
10	S 89°32'07" E	11.00
11	N 89°32'07" W	11.00
12	S 89°32'07" E	11.00
13	N 89°32'07" W	11.00
14	S 89°32'07" E	11.00
15	N 89°32'07" W	11.00
16	S 89°32'07" E	11.00
17	N 89°32'07" W	11.00
18	S 89°32'07" E	11.00
19	N 89°32'07" W	11.00
20	S 89°32'07" E	11.00
21	N 89°32'07" W	11.00
22	S 89°32'07" E	11.00
23	N 89°32'07" W	11.00
24	S 89°32'07" E	11.00
25	N 89°32'07" W	11.00
26	S 89°32'07" E	11.00
27	N 89°32'07" W	11.00
28	S 89°32'07" E	11.00
29	N 89°32'07" W	11.00
30	S 89°32'07" E	11.00
31	N 89°32'07" W	11.00
32	S 89°32'07" E	11.00
33	N 89°32'07" W	11.00
34	S 89°32'07" E	11.00
35	N 89°32'07" W	11.00
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37	N 89°32'07" W	11.00
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39	N 89°32'07" W	11.00
40	S 89°32'07" E	11.00
41	N 89°32'07" W	11.00
42	S 89°32'07" E	11.00
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44	S 89°32'07" E	11.00
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46	S 89°32'07" E	11.00
47	N 89°32'07" W	11.00
48	S 89°32'07" E	11.00
49	N 89°32'07" W	11.00
50	S 89°32'07" E	11.00
51	N 89°32'07" W	11.00
52	S 89°32'07" E	11.00
53	N 89°32'07" W	11.00
54	S 89°32'07" E	11.00
55	N 89°32'07" W	11.00
56	S 89°32'07" E	11.00
57	N 89°32'07" W	11.00
58	S 89°32'07" E	11.00
59	N 89°32'07" W	11.00
60	S 89°32'07" E	11.00
61	N 89°32'07" W	11.00
62	S 89°32'07" E	11.00
63	N 89°32'07" W	11.00
64	S 89°32'07" E	11.00
65	N 89°32'07" W	11.00
66	S 89°32'07" E	11.00
67	N 89°32'07" W	11.00
68	S 89°32'07" E	11.00
69	N 89°32'07" W	11.00
70	S 89°32'07" E	11.00
71	N 89°32'07" W	11.00
72	S 89°32'07" E	11.00
73	N 89°32'07" W	11.00
74	S 89°32'07" E	11.00
75	N 89°32'07" W	11.00
76	S 89°32'07" E	11.00
77	N 89°32'07" W	11.00
78	S 89°32'07" E	11.00
79	N 89°32'07" W	11.00
80	S 89°32'07" E	11.00
81	N 89°32'07" W	11.00
82	S 89°32'07" E	11.00
83	N 89°32'07" W	11.00
84	S 89°32'07" E	11.00
85	N 89°32'07" W	11.00
86	S 89°32'07" E	11.00
87	N 89°32'07" W	11.00
88	S 89°32'07" E	11.00
89	N 89°32'07" W	11.00
90	S 89°32'07" E	11.00
91	N 89°32'07" W	11.00
92	S 89°32'07" E	11.00
93	N 89°32'07" W	11.00
94	S 89°32'07" E	11.00
95	N 89°32'07" W	11.00
96	S 89°32'07" E	11.00
97	N 89°32'07" W	11.00
98	S 89°32'07" E	11.00
99	N 89°32'07" W	11.00
100	S 89°32'07" E	11.00

LINE	BEARING	DISTANCE	AREA
1	N 89°32'07" W	11.00	0.00
2	S 89°32'07" E	11.00	0.00
3	N 89°32'07" W	11.00	0.00
4	S 89°32'07" E	11.00	0.00
5	N 89°32'07" W	11.00	0.00
6	S 89°32'07" E	11.00	0.00
7	N 89°32'07" W	11.00	0.00
8	S 89°32'07" E	11.00	0.00
9	N 89°32'07" W	11.00	0.00
10	S 89°32'07" E	11.00	0.00
11	N 89°32'07" W	11.00	0.00
12	S 89°32'07" E	11.00	0.00
13	N 89°32'07" W	11.00	0.00
14	S 89°32'07" E	11.00	0.00
15	N 89°32'07" W	11.00	0.00
16	S 89°32'07" E	11.00	0.00
17	N 89°32'07" W	11.00	0.00
18	S 89°32'07" E	11.00	0.00
19	N 89°32'07" W	11.00	0.00
20	S 89°32'07" E	11.00	0.00
21	N 89°32'07" W	11.00	0.00
22	S 89°32'07" E	11.00	0.00
23	N 89°32'07" W	11.00	0.00
24	S 89°32'07" E	11.00	0.00
25	N 89°32'07" W	11.00	0.00
26	S 89°32'07" E	11.00	0.00
27	N 89°32'07" W	11.00	0.00
28	S 89°32'07" E	11.00	0.00
29	N 89°32'07" W	11.00	0.00
30	S 89°32'07" E	11.00	0.00
31	N 89°32'07" W	11.00	0.00
32	S 89°32'07" E	11.00	0.00
33	N 89°32'07" W	11.00	0.00
34	S 89°32'07" E	11.00	0.00
35	N 89°32'07" W	11.00	0.00
36	S 89°32'07" E	11.00	0.00
37	N 89°32'07" W	11.00	0.00
38	S 89°32'07" E	11.00	0.00
39	N 89°32'07" W	11.00	0.00
40	S 89°32'07" E	11.00	0.00
41	N 89°32'07" W	11.00	0.00
42	S 89°32'07" E	11.00	0.00
43	N 89°32'07" W	11.00	0.00
44	S 89°32'07" E	11.00	0.00
45	N 89°32'07" W	11.00	0.00
46	S 89°32'07" E	11.00	0.00
47	N 89°32'07" W	11.00	0.00
48	S 89°32'07" E	11.00	0.00
49	N 89°32'07" W	11.00	0.00
50	S 89°32'07" E	11.00	0.00
51	N 89°32'07" W	11.00	0.00
52	S 89°32'07" E	11.00	0.00
53	N 89°32'07" W	11.00	0.00
54	S 89°32'07" E	11.00	0.00
55	N 89°32'07" W	11.00	0.00
56	S 89°32'07" E	11.00	0.00
57	N 89°32'07" W	11.00	0.00
58	S 89°32'07" E	11.00	0.00
59	N 89°32'07" W	11.00	0.00
60	S 89°32'07" E	11.00	0.00
61	N 89°32'07" W	11.00	0.00
62	S 89°32'07" E	11.00	0.00
63	N 89°32'07" W	11.00	0.00
64	S 89°32'07" E	11.00	0.00
65	N 89°32'07" W	11.00	0.00
66	S 89°32'07" E	11.00	0.00
67	N 89°32'07" W	11.00	0.00
68	S 89°32'07" E	11.00	0.00
69	N 89°32'07" W	11.00	0.00
70	S 89°32'07" E	11.00	0.00
71	N 89°32'07" W	11.00	0.00
72	S 89°32'07" E	11.00	0.00
73	N 89°32'07" W	11.00	0.00
74	S 89°32'07" E	11.00	0.00
75	N 89°32'07" W	11.00	0.00
76	S 89°32'07" E	11.00	0.00
77	N 89°32'07" W	11.00	0.00
78	S 89°32'07" E	11.00	0.00
79	N 89°32'07" W	11.00	0.00
80	S 89°32'07" E	11.00	0.00
81	N 89°32'07" W	11.00	0.00
82	S 89°32'07" E	11.00	0.00
83	N 89°32'07" W	11.00	0.00
84	S 89°32'07" E	11.00	0.00
85	N 89°32'07" W	11.00	0.00
86	S 89°32'07" E	11.00	0.00
87	N 89°32'07" W	11.00	0.00
88	S 89°32'07" E	11.00	0.00
89	N 89°32'07" W	11.00	0.00
90	S 89°32'07" E	11.00	0.00
91	N 89°32'07" W	11.00	0.00
92	S 89°32'07" E	11.00	0.00
93	N 89°32'07" W	11.00	0.00
94	S 89°32'07" E	11.00	0.00
95	N 89°32'07" W	11.00	0.00
96	S 89°32'07" E	11.00	0.00
97	N 89°32'07" W	11.00	0.00
98	S 89°32'07" E	11.00	0.00
99	N 89°32'07" W	11.00	0.00
100	S 89°32'07" E	11.00	0.00



LEGEND

- RIGHT OF WAY
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- FOUND MONUMENTS AS NOTED
- SET 55' R/W BAR & CAP
- PLS 17469
- ASSESSORS PARCEL NUMBER
- RADIAL LINE

SURVEYOR'S CERTIFICATE

FOR COMPLETE SURVEYOR'S CERTIFICATE, SEE SHEET 1 OF 2



ALAN R. BIRKEL, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

SHEET 2 OF 2

RECORD OF SURVEY OF
A PORTION OF LOT 7

AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 22 NORTH, CLARK COUNTY, NEVADA

FILE NAME: MARTIN L. KING & LAKE MEAD
DATE: 01-18-2010
CHECKED BY: CS/ASR
DRAWN BY: LAB



LAKE MEAD BOULEVARD

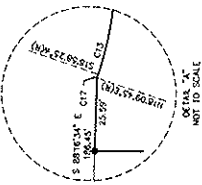
MARTIN L. KING BOULEVARD

MOUNT MARIAH DRIVE

STELLA LAKE STREET

REMAINDER OF LOT 7
PLAT BOOK 77, PAGE 54
APN # 139-21-313-005
AND
APN # 139-21-313-009

LOT 7-1
RECORD OF SURVEY
IN FILE 116, PAGE 52
APN # 139-21-313-010



PARCEL 7-2
40,053 SF
SEE DETAIL 1

LOT 7A
RECORD OF SURVEY
FILE 90, PAGE 33
APN # 139-21-313-008

EXHIBIT I
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

IRREVOCABLE ESCROW INSTRUCTIONS

_____, 2010

First American Title Insurance Company
10655 Park Run Drive, Ste. 140
Las Vegas, Nevada 89144

Re: Escrow No.
First American Title Insurance Company

Dear Sir or Madam:

Churchill Security Investments, LLC, a Nevada limited liability company ("Developer"), one of the undersigned, has entered into that certain Disposition and development Agreement with and effective date of _____, 2010 ("Agreement"), with the City of Las Vegas ("City"), the other party to these instructions, providing for conveyance of a certain parcel of real property ("Site").

The Site is the subject of this escrow, these Irrevocable Escrow Instructions, and is described in the accompanying Quitclaim Deed ("Quitclaim Deed").

Section 12 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions for the purpose of instructing you as to the disposition of the Quitclaim Deed.

In the event that you receive from the City a notice certifying that a copy of it said notice has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 13 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of twenty (20) days after receipt of said notice record the Quitclaim Deed, provided, however, prior to recording the Quitclaim Deed you shall confirm that the developer has received from the City the consideration required pursuant to the Agreement.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of twenty (20) after receipt of said notice return the Quitclaim Deed to the Developer, unless during the twenty (20) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the City's right to cause the Quitclaim Deed to be recorded has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Developer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the Site to the City and is not intended to terminate a security interest in the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

Date

Attest: _____
Beverly K. Bridges, MMC City Clerk

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada limited liability company

By: _____
HANK GORDON, Trustee

_____, on behalf of First American Title Insurance Company, hereby accepts and agrees to carry out these escrow instructions.

First American Title Insurance Company:

By: _____
Print Name: _____

EXHIBIT J
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
MCDONALD'S EASEMENT LOCATION

EXHIBIT "J"

JANUARY 14, 2010
BY: ARR
P.R. BY: HJB
PAGE 1 OF 2

INGRESS/EGRESS AND CROSS ACCESS EASEMENT ENTERPRISE PARK

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A 30.00 WIDE STRIP OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR INGRESS/EGRESS AND CROSS ACCESS EASEMENT PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND, 30.00 FEET WIDE, LYING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH 89°32'57" WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 259.19 FEET; THENCE SOUTH 00°27'03" WEST, DEPARTING SAID CENTERLINE, 65.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE SOUTH 00°27'03" WEST ALONG A LINE RUNNING PARALLEL WITH AND 15.00 FEET WEST OF THE WEST BOUNDARY LINE OF THAT PARCEL OF LAND CONVEYD BY DOCUMENT NO. 20070928, INSTRUMENT 02047 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, A DISTANCE OF 227.04 FEET TO A LINE RUNNING PARALLEL WITH AND 15.00 FEET SOUTH OF THE SOUTH BOUNDARY LINE OF SAID PARCEL OF LAND; THENCE SOUTH 89°43'00" EAST, ALONG SAID PARALLEL LINE, 194.05 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MARTIN L. KING BOULEVARD, SAME BEING **THE POINT OF TERMINATION**.

INGRESS/EGRESS AND ACCESS EASEMENT
ENTERPRISE PARK
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED SO AS TO BEGIN ON THE SOUTHERLY RIGHT-OF-WAY OF SAID LAKE MEAD BOULEVARD AND TERMINATE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARTIN L. KING BOULEVARD, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 12,632 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.

