

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") by Decatur Shopping Center Associates, a Nevada limited partnership, City of Las Vegas, a municipal corporation of the State of Nevada, City of Las Vegas Redevelopment Agency and Alpha Omega Strategies, LLC, a Nevada limited liability company.

1. Recitals.

A. Decatur Shopping Center Associates, a Nevada limited partnership (hereinafter "DSCA") is the owner of certain real property located at 1401 North Decatur Boulevard, Las Vegas, Nevada, APN No. 138-25-53-007 (hereinafter the "Shopping Center Property").

B. The City of Las Vegas (hereinafter the "City") is an organization existing under the laws of the State of Nevada.

C. The City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada 89108.

D. The City of Las Vegas Redevelopment Agency (hereinafter "RDA"), a public body, is the owner of approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, APN No. 138-25-503-006 (hereinafter the "City Property").

E. On or about October 17, 1963, the prior owners of the Shopping Center Property and the City Property entered into a Mutual Parking Agreement creating a parking easement for the benefit of both properties. The term of the parking easement was for 50 years. The easement expires on October 17, 2013. This term has not been extended.

F. Alpha Omega Strategies, LLC (hereinafter "AOS"), is a Nevada limited liability company. Alpha Omega entered into a Disposition and Development Agreement dated July 20,

2007 with the City and RDA which was amended on October 17, 2007, July 16, 2007, January 21, 2009 and finally entered into a Fourth Amended and Restated Disposition and Development Agreement (hereinafter "DDA") on July 1, 2009. Pursuant to the DDA, AOS had the right to purchase the City Property for development of a mid-rise age-restricted low income housing project with associated commercial redevelopment and office space.

G. On or about April 6, 2009, AOS purchased from the RDA a portion of parcel 138-25-518-001. In turn, AOS sold and/or transferred to HJEE, LLC, a portion of 138-25-518-001 in consideration for \$3,100,000.00 representing approximately 3.91 acres of undeveloped real property for the purposes of developing a shopping market.

H. On or about July 1, 2009, DSCA initiated an action in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-09-594500-C, *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC*. (hereinafter the "shopping center litigation"). In its Complaint, DSCA asserts certain claims for relief for, among other things, conversion, trespass, inverse condemnation and punitive damages.

I. On August 17, 2009, The City and RDA filed an Answer denying all allegations and asserting an affirmative defense that it owed no duty or obligation to DSCA. On June 2, 2010, AOS filed an Answer denying all allegations and asserting an affirmative defense that it owed no duty or obligation to DSCA.

J. On or about December 8, 2010, HJEE filed an Amended Answer, Crossclaim and Counterclaim (hereinafter "HJEE litigation"). The parties to this Agreement desire to resolve the shopping center litigation. Both DSCA and OAS specifically acknowledge this settlement will not resolve the Counterclaim and/or Crossclaim asserted by HJEE, LLC. The parties agree that

they will defend the claims and allegations of HJEE and each will bear their own attorney's fees and costs.

K. On or about February 23, 2010, in connection with the shopping center litigation, DSCA recorded a lis pendens relating to its easement. The parties hereto desire to resolve all of their claims including release of the lis pendens and relinquishment of DSCA's rights made in the 1963 Mutual Parking Agreement.

2. Mutual Conditional Release.

A. DSCA fully releases, acquits and forever discharges Alpha Omega Strategies, LLC, the City and the RDA and each of their predecessors, agents, servants, employees, representatives, attorneys, insurers, successors, affiliates, heirs, successors and assigns (collectively "Defendant Released Parties") of and from any and all known and unknown claims, either foreseen or unforeseen, for damages, costs, expenses, liabilities, causes of action, claims for relief and suits for damages, at law and in equity, future costs and expenses, and damages of any nature, including compensatory and punitive damages, which DSCA now has or may hereafter acquire by reason of any loss of or damage to, on account of or in any way arising out of or connected with Case No. A-09-594500-C, entitled *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC*, and which is hereby agreed to be dismissed with prejudice concurrently with this release, with each party to bear their own attorney's fees and costs.

B. It is understood that this settlement is a compromise of a doubtful and disputed claim, and that the making of this settlement is not to be construed as an admission or acknowledgment of liability or responsibility whatsoever on the part of the Defendant Released Parties, each of whom expressly deny all liability and responsibility.

C. This release extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist.

D. In making this release, DCSA acknowledges and warrants and represents that it has been fully advised and represented by legal counsel of its own selection, and is fully familiar with all of the circumstances surrounding this action, and in executing this release, has relied upon the independent judgment and advice of counsel of its own selection and has in no way been influenced whatsoever in making this release by any representation or statement whatsoever regarding the matter set forth herein, or any matter made by any of the Defendant Released Parties, including its agents.

E. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and substantive and not a mere recital in nature.

F. DCSA declares that there are no independent, collateral, different, additional or other understandings, or agreements, oral or written, or obligations, to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft has been made or agreed upon by or on behalf of releasees, or any of them.

G. DCSA further declares that this entire release has been carefully read and the contents thereof are fully known and understood and that the same is signed as the free and voluntary act of the undersigned, and that it is the express intention and purpose of the undersigned to waive, release and discharge any and all claims for relief or causes of action of every kind and any kind whatsoever against the Defendant Released Parties.

H. DCSA shall hold each of the Defendant Released Parties completely free and

harmless of and from, and shall indemnify each Defendant Released Parties for and against, all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which said Defendant Released Parties may hereafter incur, pay, be required or become obligated to pay on account of any additional or other demand, claim, or suit by or on behalf of DCSA, its agents, predecessors, insurers, successors and assigns, for any loss of or damage to any property or property right, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part hereof for any reason whatsoever, including enforcement of this release by any of the Defendant Released Parties.

I. Alpha Omega Strategies, LLC, the City and the RDA fully release, acquit and forever discharge DSCA and each of its predecessors, agents, servants, employees, representatives, attorneys, insurers, successors, affiliates, heirs, successors and assigns (collectively "The DSCA Released Parties") of and from any and all known and unknown claims, either foreseen or unforeseen, for damages, costs, expenses, liabilities, causes of action, claims for relief and suits for damages, at law and in equity, future costs and expenses, and damages of any nature, including compensatory and punitive damages, which Alpha Omega Strategies, LLC, the City and the RDA now have or may hereafter acquire by reason of any loss of or damage to, on account of or in anyway arising out of or connected with Case No. A-09-594500-C, entitled *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC*, and which is hereby agreed to be dismissed with prejudice concurrently with this release, with each party to bear their own attorney's fees and costs.

J. It is understood that this settlement is a compromise of a doubtful and disputed claim, and that the making of this settlement is not to be construed as an admission or

acknowledgment of liability or responsibility whatsoever on the part of the DSCA Released Parties, each of whom expressly deny all liability and responsibility.

K. This release of the DSCA Released Parties extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist.

L. In making this release, Alpha Omega Strategies, LLC, the City and the RDA acknowledge and warrant and represent that they have been fully advised and represented by legal counsel of their own selection, and are fully familiar with all of the circumstances surrounding this action, and in executing this release, has relied upon the independent judgment and advice of counsel of their own selection and has in no way been influenced whatsoever in making this release by any representation or statement whatsoever regarding the matter set forth herein, or any matter made by any of the DSCA Released Parties, including their agents.

M. This release of the DSCA Released Parties contains the entire agreement between the parties hereto and the terms of this release are contractual and substantive and not a mere recital in nature.

N. Alpha Omega Strategies, LLC, the City and the RDA declare that there are no independent, collateral, different, additional or other understandings, or agreements, oral or written, or obligations, to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft has been made or agreed upon by or on behalf of releasees, or any of them.

O. Alpha Omega Strategies, LLC, the City and the RDA further declare that this entire release has been carefully read and the contents thereof are fully known and understood and that the same is signed as the free and voluntary act of the undersigned, and that it is the

express intention and purpose of the undersigned to waive, release and discharge any and all claims for relief or causes of action of every kind and any kind whatsoever against the DSCA Released Parties.

P. Alpha Omega Strategies, LLC, the City and the RDA shall hold each of the DSCA Released Parties completely free and harmless of and from, and shall indemnify each of the DSCA Released Parties for and against, all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which said DSCA Released Parties may hereafter incur, pay, be required or become obligated to pay on account of any additional or other demand, claim, or suit by or on behalf of Alpha Omega Strategies, LLC, the City and the RDA, their agents, predecessors, insurers, successors and assigns, for any loss of or damage to any property or property right, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part hereof for any reason whatsoever, including enforcement of this release by any of the DSCA Released Parties.

3. Joint Drafting; No Admission.

It is hereby acknowledged that this Agreement has been drafted jointly and is not to be construed against any party.

Neither this Agreement, nor the negotiations or proceedings leading up to this Agreement, nor the execution of the mutual conditional release contemplated by this Agreement, shall be taken to be an admission of any kind by any party to this Agreement.

4. Dismissal of All Claims.

Concurrent with the execution of this Agreement, the parties shall execute a stipulation for dismissal with prejudice of DSCA's Complaint. In addition, DSCA shall release the lis pendens filed on February 23, 2010 and record a Notice of Release of Lis Pendens upon

execution of this Agreement.

5. Consideration.

AOS shall pay to DSCA the sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00). The City and RDA are currently in possession of a cash deposit in the amount of \$324,000.00 posted by AOS pursuant to the DDA. The City and RDA shall distribute the sum of \$300,000.00 of the deposit to the Escrow Agent for the purposes of funding this settlement amount. In the event the escrow does not close within the time provided in Section 7, the \$300,000.00 shall be returned to the RDA.

6. Rescission of Mutual Parking Agreement and Release of Lis Pendens.

Concurrent with the execution of this Agreement, DSCA shall execute the Rescission of Mutual Parking Agreement a copy of which is attached hereto as *Exhibit A*. Execution of the Rescission and Release of the Lis Pendens is a condition of closing and distribution of the settlement amount of \$300,000.00.

7. Closing Agreement Through Escrow.

Upon the City Counsel's and RDA's formal approval and execution of this Agreement, the RDA shall, within 3 workings days from approval, deliver one duplicate original hereof, to Chicago Title of Nevada, 2300 West Sahara Avenue, Las Vegas, Nevada 89102 (the "Escrow Agent"), which shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The City Manager/Executive Director of RDA, Elizabeth N. Fretwell, or her written designee, shall have the authority to execute all documents necessary to close escrow. The document entitled Rescission of Mutual Parking Agreement shall be in a form attached hereto as *Exhibit A*,

or as corrected by Escrow Agent to conform to the requirements of this Agreement, and shall be executed by the parties and delivered to Escrow Agent. The document entitled Release of Lis Pendens shall be in the form attached as Exhibit A and executed by DSCA and delivered to the Escrow Agent. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner, not to exceed 3 weeks from the opening of Escrow. Escrow Agent shall record the Rescission of Mutual Parking Agreement and of Release of Lis Pendens and shall deliver any funds due DSCA under the terms of this Agreement at Closing. RDA shall pay all title insurance and closing costs. DSCA will not be required to pay any escrow fees and will receive from Escrow a total of \$300,000.

Escrow shall close on or before 3 weeks following the opening of Escrow following formal approval by the City and RDA. Failure on the part of any Party hereto to execute or deposit necessary documents into Escrow close on or before 3 weeks following the opening of Escrow or failure to deposit the \$300,000 check into Escrow shall constitute a breach of this Agreement.

8. Condition of Closing.

As a condition of closing, Escrow Agent shall provide a commitment to issue to RDA a policy of title insurance with respect to the Agency's property which is the subject to the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada, or at RDA's request, shall provide such policy of title insurance to Agency, insuring that following the recordation of the Rescission of Mutual Parking Agreement as set forth herein, the Mutual Parking Agreement shall be rescinded and shall have no further force or effect whatsoever, and that no persons or entities shall have any rights thereunder. DSCA shall execute any documents and shall secure any signatures required

by Escrow Agent necessary to guarantee that the Rescission of Mutual Parking Agreement shall have such effect.

9. Shopping Center's Right of Ingress and Egress.

The City and the RDA shall not vacate Laurelhurst Drive or Westmoreland Drive adjacent to the DSCA's property, APN No. 138-25-503-007, without assuring that half of such streets adjacent to the DSCA's property, together with the half of Laurelhurst Drive shall revert to the DSCA so that DSCA shall receive title to such half of the streets pursuant to NRS 278.480(7) and have ingress and egress through and over such half of the streets adjacent to the Shopping Center Property and easement area in perpetuity, unless otherwise agreed by DSCA in writing. Additionally, the City and the RDA shall allow at least two (2) hour parking on such streets, by meter or otherwise. This paragraph shall survive the closing of escrow and shall be a covenant running with and benefiting the Shopping Center Property referred to herein.

10. Entire Agreement.

This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by any party relative to the subject matter hereof which are not expressly set forth herein.

11. Amendment.

Only a written instrument executed by the parties hereto may amend this Agreement.

12. Headings.

The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

13. Governing Law.

The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement. Venue for any action with respect to this matter shall be only in the State of Nevada.

14. Successors and Assigns.

This Agreement shall bind an inure to the benefit of DSCA, Alpha Omega Strategies, LLC, the City and the RDA and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns, except as otherwise specified. This Agreement shall not be assigned by any party.

15. Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

16. Attorney's Fees.

In the event of any litigation with respect to this Agreement, the parties shall bear their own attorney's fees and costs.

17. Partial Invalidity.

If any term of this Agreement or the application of any term of this Agreement is held to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way. This Agreement is intended by the parties to be

construed in the broadest extent possible to effectuate settlement.

18. Necessary Acts.

Each of the parties shall do any reasonable act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

19. No Third-Party Beneficiaries.

Except as otherwise provided in this Agreement, nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any person or entity not a party to this Agreement any rights or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained herein.

20. Contract Execution.

This Agreement may be executed in counterparts with the same force and effect as if all signatures were set forth in a single instrument. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "fax" copies) which facsimile signatures shall be as binding and effective as original signatures.

21. Effective Date of Agreement.

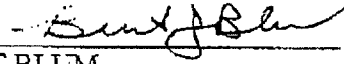
The effective date of this Agreement shall be the date on which the last person whose signature is required on this Agreement signs this Agreement.

22. Authority to Execute Agreement.

The persons signing this Agreement each warrant that they have the authority to sign this Agreement on behalf of the entity for which they are signing.

Dated: 28, 2011.

DECATUR SHOPPING CENTER ASSOCIATES

By: 
BURT BLUM
Its: General Partner

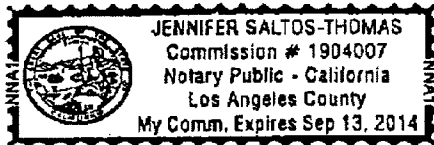
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los AngelesOn Mar. 28, 2011 before me, Jennifer Saltos-Thomas, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Burt Blum
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer Saltos-Thomas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

STATE OF _____)
) ss. see attachment
 COUNTY OF _____) SST

On this _____ day of _____, 2011, before me, a Notary Public, appeared Burt Blum, as the General Partner of DECATUR SHOPPING CENTER ASSOCIATES, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

 NOTARY PUBLIC in and for said
 County and State

Dated: MARCH 25, 2011.

ALPHA OMEGA STRATEGIES, LLC

By: _____

Name

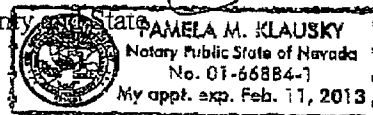
Its: _____

MANAGING MEMBER

STATE OF NEVADA)
) ss.
 COUNTY OF CLARK)

On this 25th day of March, 2011, before me, a Notary Public, appeared James Bruce Payne, as the Managing Member of ALPHA OMEGA STRATEGIES, LLC, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

 NOTARY PUBLIC in and for said
 County



Dated: _____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
Name

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 2011, before me, a Notary Public, appeared _____, as the _____ of CITY OF LAS VEGAS REDEVELOPMENT AGENCY, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

NOTARY PUBLIC in and for said
County and State

Dated: _____, 2011.

CITY OF LAS VEGAS

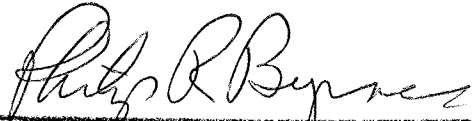
By: _____
Name

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 2011, before me, a Notary Public, appeared _____, as the _____ of CITY OF LAS VEGAS, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

Approved as to form:



DEPUTY CITY ATTORNEY Date
4/5/11

NOTARY PUBLIC in and for said
County and State

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT "A"

APN: 138-25-503-006
138-25-503-007

RESCISSION OF MUTUAL PARKING AGREEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DECATUR SHOPPING CENTER ASSOCIATES, a Nevada Limited Partnership, and

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, organized and existing under the Community Redevelopment Law of the State of Nevada,

Do hereby rescind, cancel, terminate and end the Mutual Parking Agreement and the covenant running with the land declared therein, dated October 17, 1963 and recorded as instrument 392752 in book 487 of the official records, Clark County Recorder's Office, Clark County, Nevada, so that said Mutual Parking Agreement shall have no further force or effect whatsoever as though it had never existed or been recorded.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

ATTEST:

~~Barbara Jo Ronemus~~, Secretary
BEVERLY K. BRIDGES
Approved as to form:

By: _____
Oscar B. Goodman, Chairperson

Deputy Agency Attorney

Dated: _____

DECATUR SHOPPING CENTER
ASSOCIATES

By: _____
Burt J. Blum, General Partner

ALPHA OMEGA STRATEGIES, LLC

By: _____

Its: _____