EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "Agreement") is entered into this 18TH day of May, 2011, ("EFFECTIVE DATE') by and between CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and LAURICH PROPERTIES, INC., a Nevada corporation, ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS:

A. The CITY is the owner of the Site (defined below);

B. The Parties desire to undertake a due diligence inquiry as to the feasibility of developing a commercial retail neighborhood shopping center; and

C. The Parties mutually desire to enter into this Agreement in order for the CITY and DEVELOPER to investigate the feasibility of development of the Project (defined below) on the Site by DEVELOPER, and to permit the CITY to negotiate exclusively with DEVELOPER regarding a Disposition and Development Agreement (the "DDA") between the CITY and DEVELOPER or its permitted designees.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

1. Purpose and Term. The Parties agree that the purpose of this Agreement is to provide a framework for their respective determinations of the feasibility and timing of the development of the Project. As part of such determination, DEVELOPER agrees to expeditiously and on a timely basis to complete its respective submittals and tasks required under this Agreement. The term of this Agreement shall commence on the Effective Date and shall expire six (6) months from the Effective Date (the "Term").

2. Site. The Project is to be developed on approximately 4.94 acres of vacant commercial land located within the city-owned business park commonly known as Las Vegas Enterprise Park (LVEP) (the "Site") generally located at the southwest corner of W Lake Mead Boulevard and N Martin L King Boulevards Las Vegas, Nevada (as a portion of APN 139-21-313-005 and 139-21-313-009). The Site is depicted on Exhibit "A" attached hereto and hereby made a part of this Agreement.

3. Project. The Parties agree that the intended project to be developed on the Site (the "Project") will consist of and be used for a Neighborhood Shopping Center consisting of a Grocery Market, Retail Bank, and Automotive Retail use (or compatible use to be further defined) subject to the CC&R's of LVEP.

4. Feasibility Analysis.

(a) DEVELOPER agrees to conduct during the Term all activities required to determine the nature, scope and feasibility of the Project. DEVELOPER agrees and acknowledges that it will use all commercially reasonable efforts to perform its investigations and that the expeditious and timely performance of such tasks is a material consideration of the CITY to enter into this Agreement. The failure of DEVELOPER to timely perform and complete its obligations hereunder as required shall be a default under this Agreement. All non-proprietary reports and studies pertaining to the Site and Project, including surveys and geotechnical and environmental reports and studies, shall become the property of the CITY upon the expiration or termination of this Agreement, unless DEVELOPER proceeds with its planned development. In the event that DEVELOPER does not proceed with the development of the Project, DEVELOPER shall cause such non-proprietary reports and studies to be delivered to the CITY within thirty (30) days after the expiration or termination of this Agreement.

(b) The CITY agrees on behalf of itself and its agents, that during the Term of the Agreement and any subsequent DDA, it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other disposition of the Site or any portion thereof. Such exclusive shall apply to the Site only and shall not apply to any other property owned by the City of Las Vegas or other City entity. The CITY further agrees that during the Term and during the term of the DDA, the CITY shall not contact any parties with which DEVELOPER is in active negotiations relating to the Project without their prior written consent ("Potential User(s)"), provided, however, that (i) DEVELOPER has notified the CITY in writing of any Potential Users for the SITE DEVELOPMENT; (ii) in the event the CITY or any third party are already in discussions with a Potential User in connection with the Project, the CITY or such third party will not be precluded from continuing such discussions and (iii) upon expiration or other termination of the Agreement and the Project does not proceed, the CITY or such third party may contact and consummate a transaction with any Potential User.

(c) CITY shall cooperate fully and timely, but at no cost to the CITY, in providing DEVELOPER with appropriate information and assistance to support DEVELOPER's completion of the tasks and implementation of the Development Concept. In particular, the CITY shall provide DEVELOPER with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to the CITY. DEVELOPER and the CITY agree to meet in person in Las Vegas, Nevada no less than one time a month in connection with the feasibility analysis of the Site and Project. In addition, DEVELOPER agrees to provide the CITY with a monthly written status report of its feasibility analysis no later than the last day of each month.

(d) The Developer agrees to obtain and provide to the Director an executed cross access easement agreement between the Developer over that area shown on Exhibit "B" 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.

5. Purchase Price and Earnest Deposit.

(a) The Parties agree that the purchase price for the Site is One Million One Hundred Eighty-Three Thousand, Five Hundred Twenty Five Dollars ($1,183,525), the parties allocated the purchase price as follows: Grocery site $300,000; Bank Pad $420,000; Auto Retail use, $463,525, equal to Five Dollars and Fifty Cents ($5.50) per square foot pursuant to an appraisal dated March 10, 2011 for a parcel located at 1888 Stella Lake Drive within Las Vegas Enterprise Park, prepared by Kent Appraisal Services 053-11ZH.

(b) DEVELOPER shall make a refundable earnest money deposit (the "Deposit") equal to two percent (2%) of the purchase price. The Deposit shall be deposited in escrow at First American Title Company, c/o Sharon Silverberg, within ten (10) calendar days of the Effective Date for control of the Site during the ENA and DDA negotiation periods. In the event DEVELOPER does not perform their obligations hereunder and this Agreement is terminated pursuant to Section 11(a) below, the Deposit shall be retained by the CITY as full and final liquidated damages. In the event (i) DEVELOPER performs all of its obligations under this Agreement and (ii) the Parties do not enter into a DDA or (iii) this Agreement is terminated by

DEVELOPER pursuant to Section 11(b) below, the Deposit shall be returned to DEVELOPER on the later of (i) twenty (20) days after the expiration of the Term or termination of this Agreement or (ii) the date that the CITY is reasonably satisfied that DEVELOPER has complied with Sections 4(a) and 6 of this Agreement and that there are no outstanding matters covered by DEVELOPER'S indemnity in Section 6(e) above, provided, however, that if the CITY does not notify DEVELOPER within twenty (20) days after the expiration of the Term or termination of this Agreement of any unsatisfied obligations pursuant to Sections 4(a) and 5, the CITY shall refund the Deposit in full. In the event the Parties enter into a DDA, the Deposit shall be applied to any deposits required by the DDA and shall be nonrefundable except in the event of default by the CITY.

6. Site Access.

(a) The CITY authorizes DEVELOPER and its respective employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as DEVELOPER deems necessary ("Due Diligence Investigations") for the development of the Project. DEVELOPER agrees that any delegation of its rights shall not release DEVELOPER of any of its obligations and duties under this Section 6. This authorization does not authorize DEVELOPER to access or otherwise use any property not included within the Site so long as DEVELOPER has reasonable access from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations. Subject to certain limitations under other agreements, pursuant to which representatives of the CITY may have to receive advance notice thereof, DEVELOPER will have the right to enter upon the Site and conduct Due Diligence Investigations at any time during the Term upon seven (7) days advance notice. DEVELOPER shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following DEVELOPER's Due Diligence Investigations on the Site, DEVELOPER promptly will restore the Site at its sole cost and expense to substantially the same condition as existed as of the Effective Date. If DEVELOPER undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and DEVELOPER will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. DEVELOPER agrees that as an alternative to filling and recompacting borings with soil, DEVELOPER may fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells and subject to the approval of the CITY which approval shall not be unreasonably withheld, conditioned or delayed. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize DEVELOPER to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist DEVELOPER in its environmental due diligence, the CITY has provided DEVELOPER with a copy of the documents identified in Exhibit "C" attached hereto and incorporated herein by reference. The CITY makes no warranty as to the accuracy or completeness of any statément or data contained in or referred to by such documents.

(b) If DEVELOPER should discover any hazardous substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action under any environmental laws, DEVELOPER will promptly notify the CITY in writing of such discovery. For purposes of this Agreement, the phrase "environmental laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) DEVELOPER shall promptly deliver to the CITY without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that DEVELOPER need not disclose any communication, written or oral, to the extent the same is protected by the attorney-client privilege.

(d) DEVELOPER covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the Site by or for DEVELOPER in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with DEVELOPER's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to DEVELOPER's Due Diligence Investigations. DEVELOPER shall, at DEVELOPER's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) DEVELOPER hereby agrees to protect, indemnify, and hold the CITY, and their respective officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CITY or their respective officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY and their respective officers, employees or agents, as a result of, or by reason of, or arising out of any negligent act or omission, in connection with the Due Diligence Investigations at the Site, of DEVELOPER or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, DEVELOPER, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Authorization. DEVELOPER agrees to obtain and to furnish to the CITY prior to or concurrent with execution of this Authorization, a certificate showing that there is in effect a policy of a Minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form Contractual liability Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The City of Las Vegas shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the DEVELOPER's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. The CITY requires insurance carriers to maintain a Best's Key rating of "A VII" or higher; provided, however that DEVELOPER may self insure or maintain such insurance by DEVELOPER's captive insurance carrier. The Certificate shall indicate that neither the insurance company nor DEVELOPER can cancel the insurance without at least 10 days prior written notice to the CITY. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the Certificate of Insurance. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of DEVELOPER. DEVELOPER will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Property. All deductibles and self-insurance retentions shall be fully disclosed in Certificates of Insurance.

(f) In this connection, DEVELOPER expressly agree, at its sole cost and expense, to defend the CITY and their respective officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any negligent act or omission of DEVELOPER, in connection with the Due Diligence Investigations at the Site, the CITY and their officers, employees and agents. If DEVELOPER fails so to do, the CITY shall have the right, but not the obligation to defend same and to charge all reasonable attorneys' fees and costs, including court costs of such defense, to DEVELOPER.

(g) DEVELOPER will be taking the Site "as-is" based entirely on its own investigations and studies and the CITY will not make any representation or warranty as to the condition of the Site or the development of the Project on the Site. Except for certain offsite infrastructure to be installed to serve the Site, DEVELOPER agrees that the CITY shall have any obligation to provide any funds, concessions, offsite parking or other financial incentives or concessions in connection with the development of the Project except as provided for herein.

(h) The obligations and covenants of DEVELOPER under this Section 6 shall survive any expiration of the Term or other termination of the Agreement, including, without limitation, any termination pursuant to Section 11 below.

7. Disposition and Development Agreement; Effect of Agreement.

(a) The CITY may require DEVELOPER provide an employment plan in accordance with the City of Las Vegas Economic Development Projects Employment Plan Policy adopted April 6, 2011.

(b) The Parties agree to negotiate in good faith during the Term, a form of DDA. The Parties acknowledge that, in compliance with the provisions of Nevada Revised Statutes, Chapter 268 and other applicable law, CITY, at its cost, will rely upon an independent appraisal of the Site prepared within six months of the date of the DDA. If new appraised value exceeds the Purchase Price, a formal resolution would be presented to the City Council of the City of Las Vegas for review and approval finding that it is in the best interests of the public to discount the fee for the Site without offering such real property to the public. Notwithstanding the foregoing, the Parties agree that any such appraisal may be subject to public records laws or ordinances of the City or the State of Nevada.

(c) The Parties respectively agree and acknowledge (i) that this Agreement creates no obligation on any Party to enter into the DDA or any other agreement related to the Site, (ii) the decision to enter into a DDA will be at each Party's respective sole and absolute discretion and (iii) the approval of the Council of the City will be required to enter into any DDA or other Agreement relating to the Site and (iv) at any time during the Term, if DEVELOPER determines in its reasonable judgment that it is not feasible to move forward with the Project, DEVELOPER may terminate this Agreement with no further obligations or liability to the CITY, except for such obligations or liabilities which survive the termination of this Agreement. DEVELOPER agrees and acknowledge that this Agreement creates no rights, title or interest in DEVELOPER whatsoever, legal, equitable or otherwise, in the Site including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, the CITY is not committing itself to or agreeing to donate the land to DEVELOPER or any other acts or activities requiring the subsequent independent exercise of discretion by the CITY or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property. Execution of this Agreement by the CITY is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by the CITY as to any and all proceedings and decisions in connection therewith.

(d) DEVELOPER agrees that upon expiration of the Term without the Parties entering into the DDA or upon any other termination of this Agreement, (i) DEVELOPER shall have no rights whatsoever to the Site or any other property owned by the CITY and (ii) CITY shall have no obligation or liability whatsoever to continue to negotiate with or attempt to accommodate in any manner DEVELOPER for a location for the Project.

8. Developer Control and Ownership.

(a) DEVELOPER represents and warrants that it is a Nevada Corporation organized pursuant to the laws of the State of Nevada and DEVELOPER is duly authorized to do business in the State of Nevada.

(b) DEVELOPER is required to make full disclosure to the CITY of its principals, officers and key managerial employees working on the Project, and all other material information concerning DEVELOPER. Any significant change in the principals, officers, development manager, and key managerial employees of DEVELOPER working on the Project are subject to the approval of the CITY which shall not be withheld, conditioned or delayed in the commercially reasonable opinion of the CITY. DEVELOPER will be required to submit a completed Exhibit "D", Disclosure of Principals form, which includes all principals, and members of DEVELOPER, as well as all persons and entities holding more than a 1% interest in DEVELOPER or any principal, partner or member of the same, and agree in writing to the terms of this Section 8(b) and Section 10 below. Throughout the Term hereof, DEVELOPER shall provide written notification of any material change in the above disclosure within 15 days of such change.

9. Real Estate Commission. Each Party represents to the other Party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to hold the other Party harmless from any claim by any broker or finder retained by such Party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

10. Conflict of Interest.

(a) Any official of the CITY, who is authorized in such capacity and on behalf of the CITY to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the CITY, who is authorized in such capacity and on behalf of the CITY to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the CITY may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

11. Default; Appropriation.

(a) In the event DEVELOPER is in default beyond any applicable grace period and such default is not cured within thirty (30) days after written notice specifying the nature of the default, then the CITY shall have the right to immediately terminate this Agreement upon written notice to DEVELOPER. Except as specifically provided for herein, DEVELOPER shall not be liable for any damages, lost profits, expense reimbursement, or any consequential damages incurred by CITY as a result of such termination.

(b) In the event the CITY is in default of its obligations under this Agreement, DEVELOPER's sole and exclusive remedy will be to terminate this Agreement. The City shall not be liable for any damages, lost profits, expense reimbursements or other costs of DEVELOPER or any consequential damages incurred by DEVELOPER as a result of such termination.

(c) No obligation assumed by or imposed upon the CITY by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against the CITY shall require the payment of money by the CITY, or the performance of any action by the CITY, the performance of which requires money from the CITY, except to the extent that funds are available for such payment or performance from CITY appropriations therefore lawfully made by the CITY. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies or the performance of any obligations under this Agreement.

12. Notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the Party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile transmissions) or (iii) received or delivery refused if

sent by U.S. mail via certified mail-return receipt requested, postal fees pre-paid at the following addresses:

If to DEVELOPER:	Laurich Properties, Inc 1770 N Buffalo Drive Suite 101 Las Vegas, Nevada 89128 Attn: Hank Gordon, Chairman and CEO
If to CITY:	William Arent, Director City of Las Vegas Economic and Urban Development Department 400 Stewart Avenue, 2nd Floor Las Vegas, 89101 Phone: 702-229-6551 Fax: 702-385-3128
And to:	Manager, Purchasing & Contracts City Hall, First Floor 400 Stewart Avenue Las Vegas, NV 89101 Phone: 702-229-6021 Fax: 702-384-9964

13. Publicity. The Parties agree that neither Party shall make any public announcement or any press release with respect to this Agreement nor the Project without the consent of the other Party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 13 shall limit or prevent the CITY from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the City Council and City's approval or implementation of this Agreement. Notwithstanding the foregoing, the Parties shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from DEVELOPER about its planned project.

14. Assignment. Neither Party may assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of the other Party which consent may be granted or withheld in such other Party's sole and unfettered discretion. Any transfer or assignment in violation of this Section 14 shall be null and void and constitute a default of this Agreement.

15. Time of the Essence. Time is of the essence in this Agreement and each and

every term and provision hereof.

16. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

17. Entire Agreement; Amendments. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any and all prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both Parties hereto.

18. No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

20. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

21. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

22. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

23. No Third Party Beneficiaries. This Agreement is intended for the exclusive

benefit of the CITY and DEVELOPER and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. Further, nothing contained herein is intended to grant to the CITY or any other party, nor shall the CITY have any third party have, any rights or benefits flowing from any agreement between and any other party except to the extent rights shall be expressly transferred or created in any such agreement.

24. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

[Next Page is Signature Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CITY

CITY OF LAS VEGAS

By: Oscar B. Goodman

Mayor

DEVELOPER

LAURICH PROPERTIES, INC.
A Nevada Corporation

By: Hank Gordon

Chairman and CEO

ATTEST:

Attest: Beverly K. Bridges, MMC City Clerk

APPROVED AS TO FORM:

M. Nichols Esq.

Date

5-3-11

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	MCDONALD'S EASEMENT LOCATION
EXHIBIT "C"	DUE DILIGENCE MATERIALS PROVIDED TO DEVELOPER
EXHIBIT "D"	DISCLOSURE OF PRINCIPALS

EXHIBIT A
SITE DEPICTION

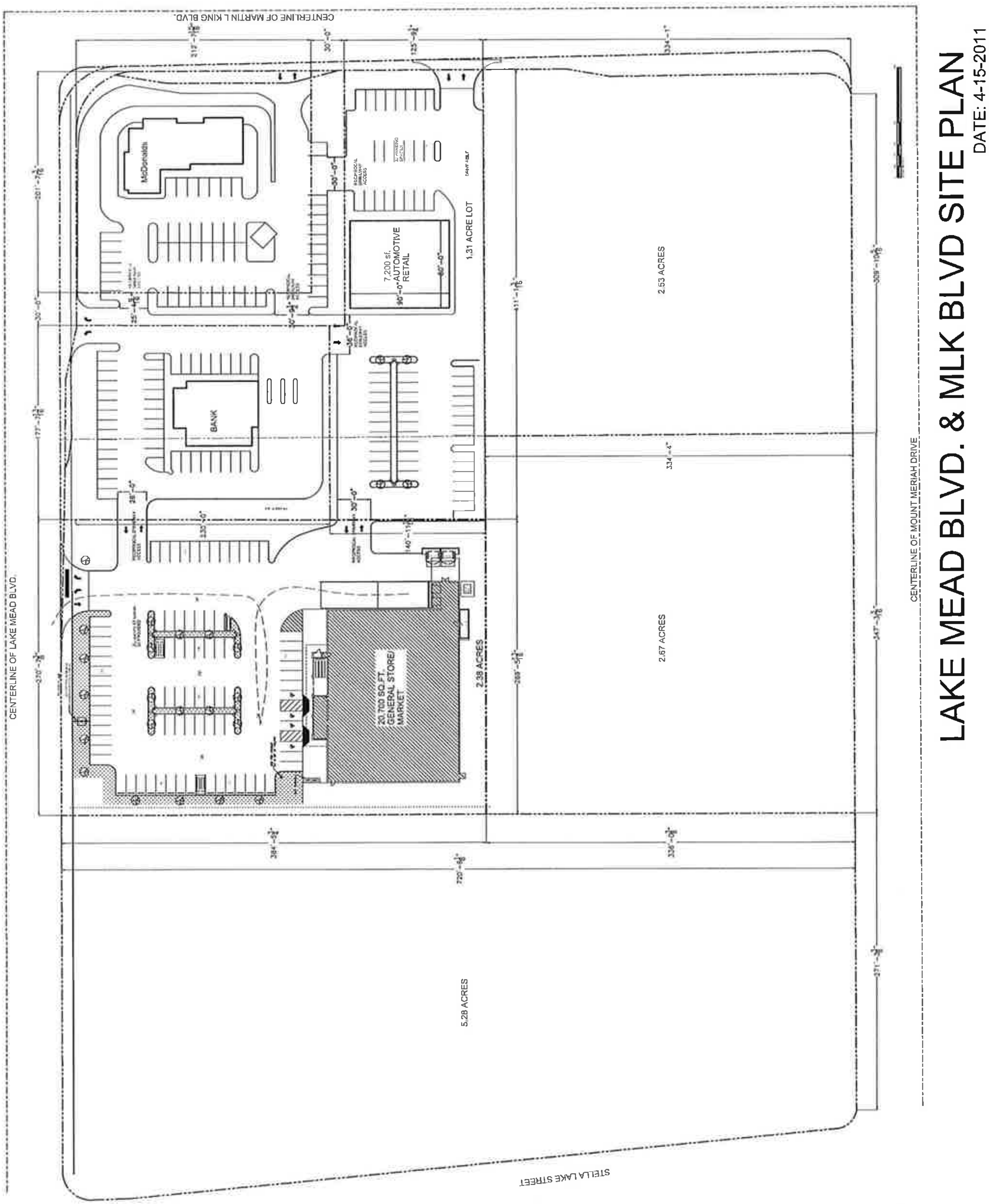


EXHIBIT A
SITE DEPICTION

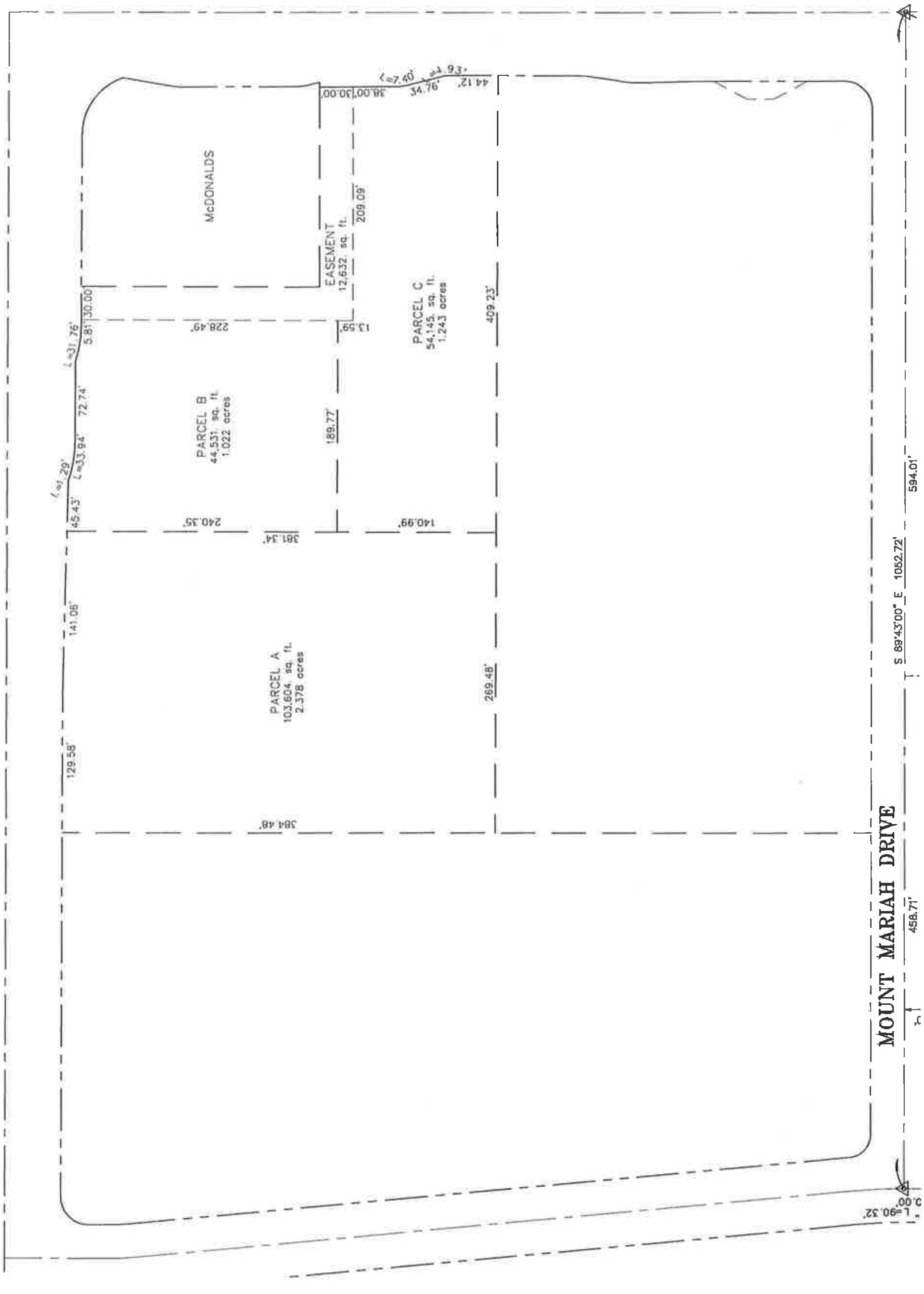


EXHIBIT B
MCDONALD'S EASEMENT LOCATION

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 PONT 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.**

EXHIBIT B
MCDONALD'S EASEMENT LOCATION

INGRESS/EGRESS AND ACCESS EASEMENT
ENTERPRISE PARK
LEGAL DESCRIPTION CONTINUED

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.

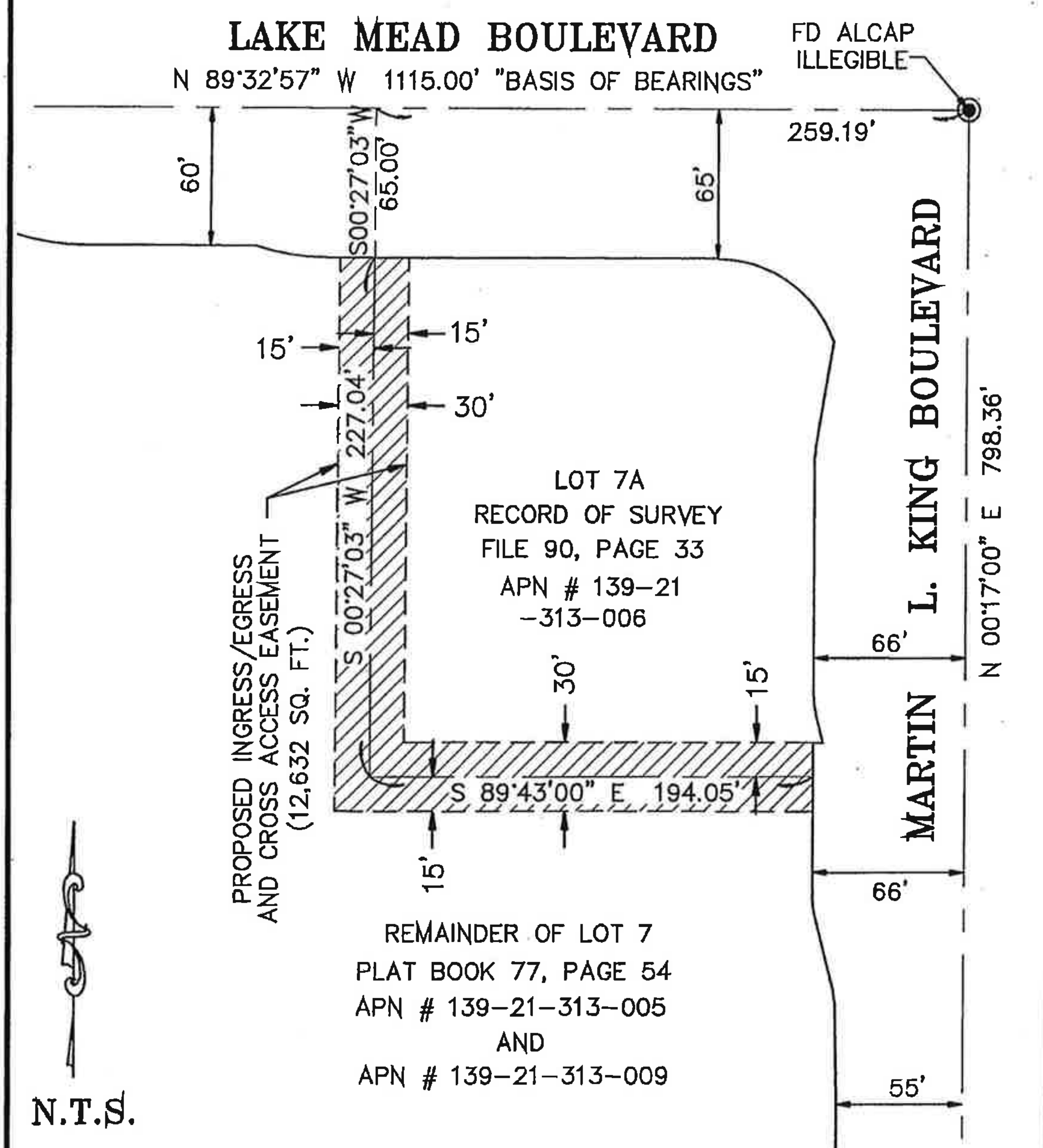
BASIS OF BEARINGS:
NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS " AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.

PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
ALAN R. RIEKKI
Exp: 12-31-10
No. 12469

1/19/10

EXHIBIT B
MCDONALD'S EASEMENT LOCATION



INGRESS/EGRESS & CROSS ACCESS EASEMENT

CITY OF LAS VEGAS NEVADA	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION A PORTION OF NE 1/4, SW 1/4, S21, T20S, R61E, M.D.M, CLARK COUNTY, NEVADA	DRAWING: EASEMENT DRAWN BY: HJB
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	CHECKED BY: ARR DATE: 01/15/2009

EXHIBIT "C"

Due Diligence Materials provided by the City to Developer

LVEP CC&R's
New MLK widening ROW (if we can get them from PW)

Exhibit "D"

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: Laurich Properties, Inc.
Address: 1770 N. Buffalo, #101, Las Vegas, NV 89128
Telephone: 702-220-4500
EIN or DUNS

Block 2 **Description**
Exclusive Negotiation Agreement

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.	**Hank Gordon**	**1770 N. Buffalo, #101, LV NV, 89128**	**702-220-4500**
2.	**Honorine Gordon**	**Same as above**	**Same as above**
3.	**Richard Gordon**	**Same as above**	**Same as above**
4.	**Laura Shuster**	**Same as above**	**Same as above**
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: _____.

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.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA GROSETH
No: 98-3646-1
My Appointment Expires July 1, 2014

LAURICH PROPERTIES, INC.

Name RICHARD GORDON, Pres.

Date 4-27-11

Subscribed and sworn to before me this 27 day of April, 2011

Notary Public