

**AGREEMENT FOR
THE LEASE OF REAL PROPERTY**

THIS AGREEMENT FOR THE LEASE OF REAL PROPERTY

("Lease") is made and entered into as of the _____ day of _____, 20__ by and between the IKE Gaming, Inc. a Nevada Corporation ("Lessor") and the City of Las Vegas ("Lessee"), a political subdivision of the State of Nevada (individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as Jackie Gaughan Parkway, Las Vegas, Nevada 89101 (APN 139-34-611010, 139-34-611002 and 139-34-611003,) and 645 Fremont Street, Las Vegas, Nevada, 89101 (APN 139-34-611020) and depicted on Exhibit A attached to this Lease and incorporated herein (the "Lots").

WHEREAS, the lots are public parking lots (the "Premises") containing pay parking meters.

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Premises for the purpose of providing parking meter enforcement on the Premises by Lessee.

WHEREAS, Lessor agrees to lease the Premises upon the terms and conditions set forth below.

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

1. **LEASE OF PREMISES.** Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises. The sole purpose of this Lease is to permit Lessee to provide enforcement services in connection with the parking meters on the Premises, including, without limitation, the issuing of citations for parking violations and the collection of citation proceeds. Lessor agrees that Lessee shall have the exclusive right during the term of this Lease to enforce the parking meters on the Premises. Lessee agrees that Lessor shall have the right to set both the rates for the meters and the hours of enforcement.

2. **TERM OF LEASE.** This Lease shall be for a period beginning on the Commencement Date as defined in Section 3 and expiring on August 31, 2017 . The Parties agree that in the event they mutually agree at their respective sole discretion that the term may be extended for an additional period of thirty-six months. The Parties agree that either Party, at its sole discretion and for any reason or no reason whatsoever, may terminate this Lease upon no less than thirty (30) days prior written notice to the other Party. Upon expiration or termination of this Lease, the Parties shall have no further rights or obligations under this Lease, provided that Lessee shall pay to Lessor Lessor's share of any Collections (defined below) received for citations issued by Lessee prior to such expiration or termination of this Lease.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE.** This Lease shall be effective on the date that both Parties have executed this Lease (the "Commencement Date").

4. **RENT.** Lessee shall pay as rent for the Premises fifty percent (50%) of all proceeds of meter citation fines actually collected by Lessee (the "Collections"). Lessee shall pay to Lessor Lessor's share of the Collections quarterly in arrears commencing with the first full quarter after the Commencement Date. All such payments shall be paid no later than thirty (30) days after the calendar quarter for which the payments are due. All such payments shall be

accompanied with a written summary accounting in form and substance to be agreed upon by the Parties. Lessor agrees that Lessee is not guarantying the collection of any fines and that Lessee shall have no liability in connection with any fines that are not collected by Lessee. Lessee shall not be obligated to pay any other sums or amounts whatsoever under this Lease.

5. **PARKING SERVICES.** Lessee agrees to provide enforcement services in connection with the parking meters located on the Premises, including, without limitation, issuance of citations, citation processing, adjudication and collections of citation fines. Lessee agrees to provide the same level of service to the Premises that the Lessee utilizes in connection with other parking meters in the City of Las Vegas. Lessor and Lessee agree as follows:

(i) Lessor agrees that Lessee will not be required to provide any services in connection with the collection of parking revenues from the meters.

(ii) Lessee shall cause violating vehicles to be towed in accordance with Lessee's standard codes and practices. In no event shall Lessee be required to pay or bear the cost of towing vehicles.

(iii) Lessee will not be required to replace, maintain or repair any of the parking meters on the Premises. Lessor agrees to use reasonable efforts to keep all parking meters on the Premises in good condition and working order at Lessor's sole cost and expense.

(iv) Lessor agrees that Lessee shall have no obligation to maintain the Premises in any way. Lessor agrees to keep the overall Premises in good condition and repair.

(v) In connection with any unpaid citation fees, Lessee shall only be required to follow the collection procedure currently utilized by Lessee in collecting other unpaid parking citation fees in the City of Las Vegas. All Collections shall be net of any costs and fees paid by Lessee in collection of unpaid citations.

6. **REPRESENTATIVES.** Lessee hereby appoints Brandy Stanley as its representative and contact for the day-to-day administration of this Lease. Lessor hereby appoints its controller (702-474-3614) as its representative and contact for the day-to-day administration of this Lease. Each Party may change its representative upon written notice to the other Party.

7. **USE OF PREMISES.** Lessee agrees to use the Premises solely for the enforcement of the parking meters on the Premises as described in this Lease and for no other purposes whatsoever. Lessor agrees that during the term of this Lease that it shall only use the Premises as a public parking lot with pay meters and for no other purpose whatsoever; provided, however, the Parties agree that Lessor shall have the right from time to time to permit use of the parking on the Premises free of charge or to temporarily close the Premises to parking for special event purposes. Lessor agrees to notify Lessee in writing of any planned use of the parking for no charge.

8. **CONDITION OF PREMISES.** The Premises are leased to Lessee on an "as-is" basis. Lessor makes no warranty concerning the Premises and shall have no obligation to construct any improvements other than those that exist at the Commencement Date.

9. **ACCESS TO PREMISES.** Lessor shall have the right to access the Premises from time to time as Lessor requires without notice to Lessee.

10. **LIABILITY.** Subject to the limits set forth in NRS Chapter 41, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the acts or omissions of its officers and employees. In addition, no obligation or liability assumed by or imposed upon Licensor by this Lease, if any, shall require the payment of money by Lessee, or the performance of any action by Lessee the performance of which requires money from Lessee,

except to the extent that funds are available for such payment or performance from Lessee appropriations therefor lawfully made by Lessee. This Lease shall not be construed as obligating the City Council of Lessee to make future appropriations for the payment of monies or the performance of any obligations assumed by or imposed upon Lessee under this Lease, if any

11. **SURRENDER OF PREMISES.** Upon expiration or other authorized termination of this Lease, Lessee shall and surrender the Premises in the same condition as they were in at the commencement of this Lease, except for ordinary wear and tear.

12. **HOLDING OVER.** Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof shall be construed to be a tenancy from month to month, terminable on one month's written notice.

13. **LIENS AND ENCUMBRANCES.** Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any liens or other encumbrances are filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge or record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

14. **ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer or assign this Lease in whole or in part. Lessor shall not transfer or assign this Lease in whole or in part. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

15. **BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said Party to perform or comply with, the defaulting Party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, as its sole and exclusive remedy at law or otherwise, terminate this Lease upon five (5) days written notice to Lessee. If a breach or default on the part of Lessor is not removed or cured within the applicable time limit set forth above, Lessee may, as its sole and exclusive remedy at law or otherwise, terminate this Lease upon five (5) days written notice to Lessor. Each Party hereby waives any claim for any and all damages arising out of a default of this Lease by the other Party.

16. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise. Lessee does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessor in the conduct of its business or otherwise.

17. **FORCE MAJEURE.** Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that Party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

18. **NO WAIVER.** Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of

this Lease shall be deemed to have been waived by Lessor/Lessee unless such waiver is in writing.

19. **PROVISIONS BINDING.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors and assigns.

20. **ENTIRE AGREEMENT.** This Lease, including any exhibits attached hereto, sets forth the entire agreement between the Parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

21. **AMENDMENT OR MODIFICATION.** No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing.

22. **CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

23. **NOTICES.** Any notice or other communication required or permitted to be given under this Lease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given as hereinafter set forth. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. The Notices shall be directed to the Parties at their respective addresses shown below, or such other address

as either party may, from time to time, specify in writing to the other party in the manner described above:

If to the Lessor: City of Las Vegas
500 S. Main Street
Las Vegas, Nevada 89101
Attention: Brandy Stanley

With a copy to: City Attorney of Las Vegas
495 S. Main Street 6th Floor
Las Vegas, Nevada 89101
Attention: Teri Ponticello

If to the Lessee: IKE Gaming, Inc
Attention: Joe Woody
107 N. 6th Street, 3rd Floor
Las Vegas, Nevada 89101-4239

25. **COUNTERPARTS**. This Lease, any amendments hereto may be executed in several counterparts, and all such executed counterparts shall constitute the same document. It shall be necessary to account for only one such counterpart in proving any such document. Any such counterparts may contain multiple signature pages to account for all the signatures thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

IKE Gaming, Inc.

CITY OF LAS VEGAS

By: Mike Nolan
Mike Nolan, General Mgr. / C.O.O.

Date: 6/11/14

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

Beverly K. Bridges, MMC, City Clerk

Approved as to form:

By: M. Nichols Esq.
Date: 6-12-14

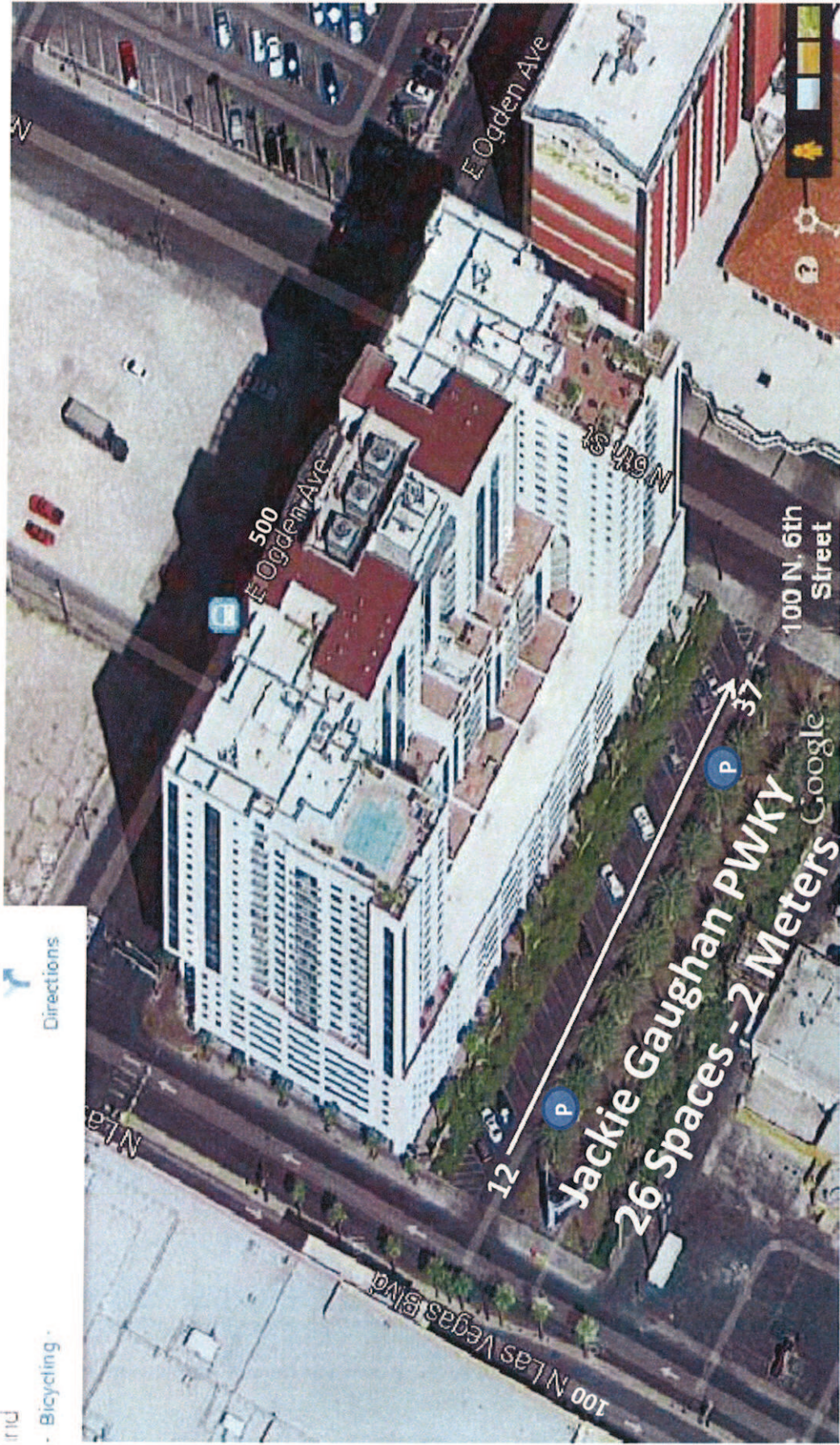
EXHIBIT A

DEPICTION OF THE PREMISES

irid

Bicycling

Directions



E Ogden Ave

500 E Ogden Ave

100 N. 6th Street

12

37

Jackie Gaughan Pkwy
26 Spaces - 2 Meters

P

P

100 N Las Vegas Blvd



El Cortez Lot
43 spaces
2 meters

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

“City” means the City of Las Vegas.

“City Council” means the governing body of the City of Las Vegas.

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	IKE Gaming, Inc.
Address	107 North Sixth – 3 rd Floor
Telephone	702-385-5200
EIN or DUNS	88-0090782

Block 2	<u>Description</u>
	<u>Lease agreement for the purpose of the City of Las Vegas providing parking meter enforcement on the property owned by Contracting Entity</u>

Block 3	<u>Type of Business</u>				
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> 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.	IRVING K EPSTEIN 1992 LIVING TRUST	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200
2.	IKE LAWRENCE EPSTEIN 1994 TRUST	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200
3.	DANA MICHELE EPSTEIN 2001 TRUST	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200
4.	ALEXANDRA EPSTEIN	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200
5.	KATIE EPSTEIN	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200
6.	ALAN J. WOODY	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200
7.	LONNY P. ZAROWITZ	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200
8.	MICHAEL J. NOLAN	600 EAST FREMONT; LAS VEGAS, NV 89101	702-385-5200

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.

Name *mil nolan /c.o.o.*

Date *6/11/14*

Subscribed and sworn to before me this *11th* day of

 June or , 2014

 [Signature]
Notary Public

