

Study Hub Incorporated Board Meeting
City Hall, 495 S. Main St.
Council Chambers
City of Las Vegas Internet Address: www.lasvegasnevada.gov

AGENDA

March 30, 2021

4:00 PM

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the Office of the City Clerk, 495 South Main Street, 2nd Floor or on the city's webpage at www.lasvegasnevada.gov.

1. **Call to Order and Roll Call**
2. **Announcement Regarding: Compliance with Open Meeting Law**
3. **Public Comment:** Comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come forward and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.
4. For possible action to approve the Final Minutes of the Regular Meeting of January 27, 2021
5. Report by William Arent, Vice President/COO of Study Hub, Inc., regarding a list of assets owned by Study Hub, Inc.
6. Discussion for possible action to approve Resolutions regarding adoption of a plan of dissolution and liquidation of Study Hub, Inc., a Nevada nonprofit corporation
7. Discussion for possible action to approve an assumption agreement with Las Vegas Medical District Corporation
8. **Citizens Participation:** Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the Board. No subject may be acted upon by the Board unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come forward and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.
9. **Adjournment**

Facilities are provided throughout City Hall for the convenience of persons with disabilities. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE STATE OF NEVADA EXECUTIVE DEPARTMENT
DECLARATION OF EMERGENCY DIRECTIVE 006

The City of Las Vegas website – www.lasvegasnevada.gov
and
The Nevada Public Notice Website – notice.nv.gov

**RESOLUTIONS ADOPTING A PLAN OF DISSOLUTION AND LIQUIDATION OF STUDY
HUB, INC., A NEVADA NONPROFIT CORPORATION**

WHEREAS, Study Hub, Inc. is a Nevada nonprofit corporation (the “Corporation”).

WHEREAS, a Plan of Dissolution and Liquidation of the Corporation has been presented to the Board of Directors of the Corporation for approval and adoption.

WHEREAS, the Board of Directors have reviewed the Plan of Dissolution, a copy of which is attached hereto as Exhibit A.

WHEREAS, it has been presented to the Board of Directors of the Corporation a proposed agreement between the Corporation and Las Vegas Medical District Corporation, a Nevada nonprofit corporation and an affiliate of the Corporation.

RESOLVED, The Board of Directors of the Corporation hereby approves and adopts the Plan of Dissolution and Liquidation of the Corporation.

FURTHER RESOLVED, The officers of the Corporation are hereby authorized, without further action by the Board of Directors, to do and perform any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable to implement the Plan of Dissolution and Liquidation and the transactions contemplated thereby, including, without limitation, all filings or acts required by any state or federal law or regulation to wind up its affairs, including the filing of a Certificate of Dissolution with the Nevada Secretary of State.

FURTHER RESOLVED, the Board of Directors hereby approves the agreement between the Corporation and Las Vegas Medical District Corporation and hereby authorizes the officers of the Corporation to enter into such agreement on behalf of the Corporation.

THE FOREGOING RESOLUTIONS were passed, adopted and approved on the 30th day of March, 2021.

By: _____
Secretary

EXHIBIT A

Plan of Dissolution and Liquidation

Attached

PLAN OF DISSOLUTION AND LIQUIDATION OF STUDY HUB, INC.

The following Plan of Complete Liquidation and Dissolution (“the **“Plan of Dissolution”**”), and the actions described in this Plan of Dissolution are intended to effect the dissolution and complete liquidation of Study Hub, Inc. a Nevada nonprofit corporation (the **“Company”**), in accordance with Chapter 82 of the Nevada Revised (**“NRS”**).

1. *Adoption of Plan.* The board of directors of the Company (the **“Board of Directors”**) has adopted resolutions deeming it advisable and in the best interest of the Company to dissolve and liquidate the Company and adopt the Plan of Dissolution.

2. *Cessation of Business Activities.* After the Effective Date (as defined below) and in accordance with NRS, the Company shall not engage in any business activities except for the purpose of winding up and liquidating its business and affairs as provided in this Plan of Dissolution.

3. *Certificate of Dissolution.* The officers of the Company shall obtain any certificates required from the Nevada tax authorities or any other governmental authority and, upon obtaining such certificates and paying such taxes as may be owing, the Company shall file with the Secretary of State of the State of Nevada a certificate of dissolution (the **“Certificate of Dissolution”**) in accordance with the NRS (the effective time of such filing, or such later time as stated therein, the **“Effective Date”**).

4. *Distribution of Assets.* Attached to this Plan of Dissolution as Schedule 4 is a complete list of the Company’s assets (the **“Assets”**). Pursuant to the Articles of Incorporation of the Company, the Company is authorized to distribute and transfer all Assets of the Company to the City of Las Vegas, a political subdivision of the State of Nevada (the **“City”**). The officers of the Company are hereby authorized take all steps necessary to convey and transfer the Assets to the City, including without limitation, the execution and delivery of all deeds and other instruments of transfer required to distribute and transfer the Assets to the City.

5. *Agreement with Medical District Corporation.* Attached hereto as Schedule 5 is a list of all known liabilities of the Company. Concurrently with the approval of the Plan of Dissolution, the Board of Directors has approved an agreement between the Company and Las Vegas Medical District Corporation, a Nevada nonprofit corporation and an affiliate of the Company (**“LVMDC”**), whereby LVMDC (i) agrees to pay on behalf of the Company all costs and expenses of the dissolution and liquidation of the Company, including, without limitation, all filing fees, recording fees, transfer taxes, tax obligations and any other costs of the dissolution and liquidation of the Company and the transfer of the Assets to the City and (ii) agrees to assume and discharge any and all liabilities of the Company whether known or unknown (the **“Assumption Agreement”**). The officers of the Company are hereby authorized to enter into the Assumption Agreement with LVMDC.

6. *Power of Officers.* The officers of the Company are hereby authorized, without further action by the Board of Directors, to do and perform any and all acts, and to make, execute, deliver

or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable to implement the Plan of Dissolution and the transactions contemplated hereby, including, without limitation, all filings or acts required by any state or federal law or regulation to wind up its affairs.

7. *Indemnification.* The Company shall continue to indemnify its officers, directors and employees, in accordance with its Articles of Incorporation and bylaws, as therein or elsewhere provided. The Company's existing directors' and officers' liability insurance policy and applicable law, and such indemnification shall apply to acts or omissions of such persons in connection with the implementation of this Plan of Dissolution and the winding up of the affairs of the Company. The Board is authorized to obtain and maintain insurance as may be necessary to cover the Company's indemnification obligations.

8. *Amendment, Modification or Abandonment of Plan.* If for any reason the Board of Directors determines that such action would be in the best interest of the Company, the Board of Directors may, in its sole discretion revoke or amend the Plan of Dissolution and all action contemplated thereunder, to the extent permitted by the NRS.

SCHEDULE 4
LIST OF ASSETS

The following parcel houses the credit union building which is currently vacant.

APN 139-33-402-003 - 709 Shadow Lane – 0.21 acres

SCHEDULE 5
LIST OF LIABILITES

None

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AGREEMENT

This Agreement ("Agreement") is entered into by and between Las Vegas Medical District Corporation, a Nevada nonprofit corporation ("LVMDC") and Study Hub, Inc., a Nevada nonprofit corporation ("SHI") as of as of the _____ day of _____, 2021 (the "Effective Date").

WHEREAS:

A. SHI is an affiliate of LVMDC and SHI and LVMDC both are affiliated with the City of Las Vegas, a Nevada political subdivision (the "City").

B. The board of directors of SHI has adopted and authorized a plan for the dissolution and liquidation of SHI, a copy of which is attached hereto as Exhibit "A" (the "Plan") which Plan provides for the distribution of all of the assets of SHI to the City.

C. In order to facilitate the implementation of the Plan and the distribution of the SHI's assets to the City, LVMDC has agreed to assume all known and unknown liabilities of SHI.

Now Therefore, LVMDC and SHI hereby agree as follows:

1. Assumption. The term "Liabilities" means any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses of SHI known or unknown or which may arise in the future. LVMDC hereby agrees to assume all known and unknown Liabilities of SHI, if any.

2. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

3. Insurance. LVMDC agree to keep in force and effect all insurance coverage currently maintained by LVMDC insuring SHI, including, without limitation, directors and officers insurance insuring the directors and officers of SHI for no less than a period of two(2) years from the Effective Date.

Remainder of Page Left Blank

3/2/2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Study Hub, Inc.,
a Nevada nonprofit corporation

Las Vegas Medical District Corporation,
a Nevada nonprofit corporation

By: _____
Jorge Cervantes
President

By: _____
Jorge Cervantes
President

Approved to Form:
Michael Niarchos 3/18/21

Approved to Form:

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