

IN THE SUPREME COURT, STATE OF NEVADA

<p>JACK GAAL, an individual; and JACK'S PLACE BAR AND GRILL LLC,</p> <p>Appellants,</p> <p>vs.</p> <p>LAS VEGAS 101 INC., A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS BROKERS, LAS VEGAS 101,</p> <p>Respondents.</p>	<p>Supreme Court No.: 8133 Case No. A-18-776982-C Department XXVII</p> <p>Electronically Filed Feb 07 2022 10:26 a.m. Elizabeth A. Brown Clerk of Supreme Court</p>
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from the Eighth Judicial District Court, Clark County
The Honorable Nancy Alf, District Judge
D.C. Case No. A-18-776982-C

APPELLANT'S APPENDIX VOLUME 1

DAVID J. WINTERTON, ESQ.
Nevada Bar No. 4142
DAVID J. WINTERTON & ASSOC., LTD.
7881 West Charleston Boulevard, Suite 220
Las Vegas, Nevada 89117

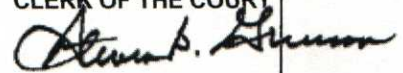
Attorneys for Appellants

IN THE SUPREME COURT, STATE OF NEVADA

<p>LAS VEGAS 101 INC., A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS BROKERS, LAS VEGAS 101, Plaintiff,</p> <p>JACK GAAL, individually; JACK'S PLACE BAR AND GRILL LLC; DOES 1 through X; and ROE CORPORATIONS XI through XX, Defendant.</p>	<p>Case No.: A-18-776982-C Department: 27</p>
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B	Answer to Complaint	5/22/2019
C	Order Re-Setting Civil Bench Trial and Calendar Call	8/27/2020
D	Proposed Pre-Trial Order for Bench Trials	5/6/2021
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F	Notice of Entry of Order	6/21/2021
G	Notice of Appeal	6/23/2021
H	Order for Attorney's Fees and Costs	8/30/2021
I	Judgment	8/30/2021
J	Notice of Entry of Judgment	9/1/2021
K	Exhibit 1 - Buyer Profile, Buyer Confidentiality and Non-Disclosure Agreement	
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M	Exhibit 3 - Duties Owed by a Nevada Real Estate Licensee (Neuenswander)	
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Q	Exhibit 7 - Asset Purchase Agreement (NV)	
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S	Exhibit 10 - Exclusive Right to Sell Listing Agreement (NV)	
T	Exhibit 13 - Limited Liability Company w/ Multiple Managing Members – Resolution to Sell	
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AB	Exhibit 22 - Letter from Winterton to Neuenswander dated 2/23/18	
AC	Exhibit 25 - Letter from Johnson to Gaal dated 3/16/18	
AD	Email Re: Appraisal	
AE	Appraisal	



1 COMP
2 ROCHELEAU LAW GROUP
3 dba RIGHT LAWYERS
4 Stacy M. Rocheleau, Esq.
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6 Nevada Bar No. 7886
7 600 South Tonopah Drive, Suite 300
8 Las Vegas, Nevada 89106
9 702-914-0400
10 Attorneys for Plaintiff

11
12
13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 LAS VEGAS 101 INC., A NEVADA
16 CORPORATION DOING BUSINESS AS
17 FIRST CHOICE BUSINESS BROKERS,
18 LAS VEGAS 101,

19 Plaintiff,

20 vs.

21 JACK GAAL, individually; JACK'S PLACE
22 BAR AND GRILL LLC; DOES I through X;
23 and ROE CORPORATIONS XI through XX,

24 Defendants.

CASE NO. A-18-776982-C
DEPT. NO. Department 27

COMPLAINT

25 COMES NOW Plaintiff LAS VEGAS 101 INC., A NEVADA CORPORATION
26 DOING BUSINESS AS FIRST CHOICE BUSINESS BROKERS, LAS VEGAS 101, by and
27 through its attorneys of record, STACY M. ROCHELEAU, ESQ., and for its complaint
28 against Defendants JACK GAAL, and JACK'S PLACE BAR AND GRILL LLC, alleges and
29 asserts as follows:

I.

PARTIES AND JURISDICTION

1. At all times relevant hereto, Plaintiff LAS VEGAS 101 INC., A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS BROKERS, LAS VEGAS 101 (hereinafter "Plaintiff" or "FCBB"), was a Nevada Corporation , doing business in Clark County, the State of Nevada.

2. At all times relevant hereto, Defendant JACK GAAL (hereinafter "Gaal"), was and is an individual who resided in Clark County, Nevada.

3. At all times relevant hereto, Defendant JACK'S PLACE BAR AND GRILL LLC (hereinafter "LLC"), was and is a Nevada Limited Liability Company, doing business in Clark County, the State of Nevada.

4. The true names and capacities, whether individual, corporate, associate or otherwise, or Defendants herein designated as DOES I through X and ROE CORPORATIONS XI through XX inclusive, are unknown to the Plaintiff at this time, who therefore sue said Defendants by such fictitious names. These unknown persons or entities may be related to, be partners with or otherwise entities formed by or controlled and owned by Defendant. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities as they are ascertained.

5. This Court has jurisdiction in this matter over all named Defendants as the named parties resided or did business in Nevada when the acts and omissions set forth herein

1 occurred, and all contracts relevant to this Complaint were signed, executed, and in the case
2 of Defendants, breached.

3 6. The venue is proper because this action relates to and arises out of contracts and
4 conduct which occurred in the County of Clark, State of Nevada.

5 **II.**

6 **ALLEGATIONS COMMON TO ALL DEFENDANTS**

7 7. Jack Gaal and Jacks Place Bar and Grill LLC's (collectively referred to as "Seller")
8 listed the business known as Jack's Place with FCBB for sale by executing an Exclusive
9 Right to Sell Listing Agreement on October 9, 2017 ("Agreement").

10 8. The Agreement had an asking price of \$1,200,000.00, of which FCBB would receive
11 10% upon the acceptance by Seller of any Purchase Agreement.

12 9. On February 2, 2018 as a result of the efforts of FCBB agent Philip V.
13 Neuenswander, Seller entered into an Asset Purchase Agreement with Angel Soto ("Buyer").

14 10. The sale was contingent upon the Buyer's investigation of certain documents and
15 information Seller was to provide ("Due Diligence Documents").

16 11. Despite repeated requests from the agent, Seller failed and refused to provide the
17 agreed upon Due Diligence Documents to the Buyer. As a direct result of this action, the
18 sale could not go forward, thus, the transaction failed to close under the terms of the executed
19 Asset Purchase Agreement.

20 12. Such conduct by the Defendant is in violation and a material breach of the terms of
21 the Agreement.

1 13. Pursuant to the Agreement, Defendants owe a commission to FCBB, in the amount of
2 \$120,000.00.

3 14. Demand for payment of FCBB's commission and related fees, and a request to submit
4 to binding arbitration or mediation was made to Defendants in June 2018, which Defendants
5 failed and refused to respond to.

6 15. Defendants have failed to honor, abide by, or keep their obligations under the
7 Exclusive Right to Sell Listing Agreement and have materially breached the Agreement.

8 16. Plaintiff has been forced to hire an attorney to bring this suit to compel Defendants
9 to participate in mediation, or in the alternative, if mediation is held but is unsuccessful (or
10 Defendant fails to respond to this Complaint), for recovery of its Fees and other amounts
11 under the Agreement.

12 **CLAIMS FOR RELIEF**

13 **III.**

14 **FIRST CAUSE OF ACTION**
15 **(Breach of Contract)**

16 17. The allegations of paragraphs 1 through 16 above are hereby re alleged and
17 incorporated herein by this reference.

18 18. The Agreement is a legally enforceable contract by and between Defendant and
19 Plaintiff.

20 19. Pursuant to Paragraph 8 of the Agreement, Defendants agreed "All fees...will be
21 fully earned at the time of acceptance by Seller of any type of Purchase Agreement."

22 20. On February 2, 2018 Seller entered into an Asset Purchase Agreement with "Buyer."

21. Thus, Seller had an obligation to pay FCBB it's fee.

22. Defendant has violated and materially breached the Agreement by refusing to pay FCBB it's fee.

23. Despite demand and contractual obligation to do so, Defendants have instead refused and failed to pay the amounts due and owing to Plaintiff.

24. As a result of Defendants' breach, Plaintiff has suffered damages in an amount in excess of \$15,000.00.

25. As a result of Defendant's breach, Plaintiff has been required to hire an attorney and incur attorney fees and costs.

IV.

SECOND CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing -In the Alternative)

26. The allegations of paragraphs 1 through 25 above are hereby re alleged and incorporated herein by this reference.

27. Defendants, in addition to the express and implied duties and obligations imposed by the Agreement, owed Plaintiff a duty to conduct themselves in good faith, and owed Plaintiff a duty of cooperation.

28. Defendants breached their duties under the implied covenant of good faith and fair dealing by failing to pay FCBB its earned fee pursuant to the terms of the Agreement.

29. Not only was Defendants' conduct in violation of the letter of the Agreement, it was a blatant violation of the spirit of the Agreement to work with Plaintiff who was performing services to list and arrange for Jack's Place to be sold.

1 30. As a result of Defendants' breach, Plaintiff has suffered damages in an amount in
2 excess of \$15,000.

3 31. As a result of Defendants' breach, Plaintiff has been required to hire an attorney and
4 incur attorney fees and costs.


5 V.

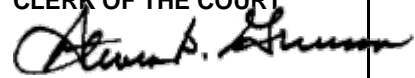
6 PRAYER FOR RELIEF

7 WHEREFORE, Plaintiff, expressly reserving their right to amend this complaint at
8 the time of, or prior to trial as may be permitted by law or code, prays for judgment against
9 Defendants jointly and/or severally as applicable, as follows:

- 10 1. For general and/or special damages in excess of Fifteen Thousand Dollars
11 (\$15,000.00);
12 2. For any other pre- and post judgment interest to the extent allowable by law;
13 3. For reasonable attorneys' fees and costs as provided under the Listing Agreement and
14 to the extent allowable by law; and
15 4. For such other and further legal and/or equitable relief as the Court deems just and
16 proper.

17 DATED this 29 day of June 2018.

18 
19 STACY M. ROCHELEAU, ESQ.
20 Nevada Bar No. 7886
21 600 South Tonopah Drive, Suite 300
22 Las Vegas, Nevada 89106
23 702-914-0400
24 Attorney for Plaintiff



1 **ANS**
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6 Las Vegas, Nevada 89117
7 Phone: (702) 363-0317

8 *Attorney for Jack Gaal, and*
9 *Jack's Place Bar and Grill LLC*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 LAS VEGAS 101 INC., A NEVADA)	Case No. A-18-776982-C
13 CORPORATION DOING BUSINESS AS)	
14 FIRST CHOICE BUSINESS BROKERS,)	Depart. 27
15 LAS VEGAS 101)	
16)	
17 Plaintiffs,)	
18)	
19 vs.)	
20)	
21 JACK GAAL, individually; JACK'S)	
22 PLACE BAR AND GRILL LLC; DOES I)	
23 through X; and ROE CORPORATIONS XI)	
24 through XX.)	
25)	
26 Defendants)	
27)	

28 **ANSWER TO THE COMPLAINT**

1 Defendants, JOHN A. GAAL and JACK'S PLACE BAR AND GRILL LLC (hereinafter
2 "Gaal"), by and through his attorney, David J. Winterton, Esq. of the law firm DAVID J.
3 WINTERTON & ASSOCIATES, LTD., hereby files this Answer to the Complaint.

4 **PARTIES, JURISDICTION**

- 5 1. Answering Paragraph 1, of the Complaint, Defendants are without knowledge or
6 information sufficient to form a belief as to the truth or falsity of the allegation contained
7 therein and therefore, deny the same.
- 8 2. Answering Paragraph 2, of the Complaint, Defendants admit Jack Gaal resides in Clark
9 County, State of Nevada.
- 10 3. Answering Paragraph 3, of the Complaint, Defendants admit Jack's Place Bar and Grill
11 LLC does business in Clark County, State of Nevada.

Gaal000007

1 4. Answering Paragraph 4, of the Complaint, Defendants are without knowledge or
2 information sufficient to form a belief as to the truth or falsity of the allegation contained
3 therein and therefore, deny the same.

4 5. Answering Paragraph 5, of the Complaint, Defendants admit there is jurisdiction in
5 Nevada but denies the balance of Paragraph 5.

6 6. Answering Paragraph 6, of the Complaint, Defendants admit venue is proper but denies
7 the balance of Paragraph 6.

8 II.

9 ALLEGATIONS COMMON TO ALL DEFENDANTS

10 7. Answering Paragraph 7, of the Complaint, Defendants deny each and every allegation
11 contained therein.

12 8. Answering Paragraph 8, of the Complaint, Defendants deny each and every allegation
13 contained therein.

14 9. Answering Paragraph 9, of the Complaint, Defendants deny each and every allegation
15 contained therein.

16 10. Answering Paragraph 10, of the Complaint, Defendants deny each and every allegation
17 contained therein.

18 11. Answering Paragraph 11, of the Complaint, Defendants deny each and every allegation
19 contained therein.

20 12. Answering Paragraph 12, of the Complaint, Defendants deny each and every allegation
21 contained therein.

22 13. Answering Paragraph 13, of the Complaint, Defendants deny each and every allegation
23 contained therein.

24 14. Answering Paragraph 14, of the Complaint, Defendants deny each and every allegation
25 contained therein.

26 15. Answering Paragraph 15, of the Complaint, Defendants deny each and every allegation
27 contained therein.

1 16. Answering Paragraph 16, of the Complaint, Defendants deny each and every allegation
2 contained therein.

3 **CLAIMS FOR RELIEF**

4 **III.**

5 **FIRST CAUSE OF ACTION**

6 **(Breach of Contract)**

7 17. Answering Paragraph 17, of the Complaint, Defendants repeat and reallege their
8 responses to Paragraphs 1 through 16, as though more fully set forth by reference herein.

9 18. Answering Paragraph 18, of the Complaint, Defendants deny each and every allegation
10 contained therein.

11 19. Answering Paragraph 19, of the Complaint, Defendants deny each and every allegation
12 contained therein.

13 20. Answering Paragraph 20, of the Complaint, Defendants deny each and every allegation
14 contained therein.

15 21. Answering Paragraph 21, of the Complaint, Defendants deny each and every allegation
16 contained therein.

17 22. Answering Paragraph 22, of the Complaint, Defendants deny each and every allegation
18 contained therein.

19 23. Answering Paragraph 23, of the Complaint, Defendants deny each and every allegation
20 contained therein.

21 24. Answering Paragraph 24, of the Complaint, Defendants deny each and every allegation
22 contained therein.

23 25. Answering Paragraph 25, of the Complaint, Defendants deny each and every allegation
24 contained therein.

25 **IV.**

26 **SECOND CAUSE OF ACTION**

27 **(Breach Of the Implied Covenant of Good Faith and Fair Dealing - In the Alternative)**

1 26. Answering Paragraph 26, of the Complaint, Defendants deny each and every allegation
2 contained therein.

3 27. Answering Paragraph 27, of the Complaint, Defendants deny each and every allegation
4 contained therein.

5 28. Answering Paragraph 28, of the Complaint, Defendants deny each and every allegation
6 contained therein.

7 29. Answering Paragraph 29, of the Complaint, Defendants deny each and every allegation
8 contained therein.

9 30. Answering Paragraph 30, of the Complaint, Defendants deny each and every allegation
10 contained therein.

11 31. Answering Paragraph 31 of the Complaint, Defendants deny each and every allegation
12 contained therein.

13 **AFFIRMATIVE DEFENSES**

14 **FIRST AFFIRMATIVE DEFENSE**

15 Plaintiff's claims on file herein fail to state a claim against Defendants, upon which relief
16 can be granted.

17 **SECOND AFFIRMATIVE DEFENSE**

18 Plaintiff's claims are barred by the doctrine of waiver, estoppel, unclean hands and other
19 equitable defenses.

20 **THIRD AFFIRMATIVE DEFENSE**

21 Plaintiff's claims are barred by the applicable statute of limitations and/or the doctrine of
22 laches.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 Defendants have fulfilled all their contractual and legal obligations due to Plaintiff, and
25 thus does not owe Plaintiff anything.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 Plaintiff is not entitled to any relief as Defendants have not breached any of their
28 contractual or legal obligations to Plaintiff.

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SIXTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to any relief as Plaintiff has breached its agreement with Defendants, thereby relieving Defendants from any obligation to pay Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff has received full performance of all obligations and duties to which it is entitled under any agreement with Defendants.

EIGHTH AFFIRMATIVE DEFENSE

Any and all contractual/legal obligations which Defendants did not perform were discharged by frustration, unreasonable expectations, unforeseeable events, and/or mistake.

NINTH AFFIRMATIVE DEFENSE

Plaintiff has received full performance of all obligations and duties to which it is entitled under any agreements with Defendants.

TENTH AFFIRMATIVE DEFENSE

Some or all of the damages and losses, if any exist, which allegedly have been incurred by the Plaintiff were not and are not a foreseeable consequence of the acts complained of by Plaintiff, and therefore, Plaintiff should not be permitted to unjustly enrich itself thereby.

ELEVENTH AFFIRMATIVE DEFENSE

The losses or damage, if any, alleged here to have been sustained by Plaintiff is the result in whole or part, of Plaintiff's own negligence, carelessness, poor business judgment, and/or such acts or omissions of its authorized agents and are not the result of any breach of contract by Defendants.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to use proper and reasonable efforts to mitigate the losses and damages allegedly incurred, and, therefore, Defendants have been released and discharged from any liability to Plaintiff.

THIRTEENTH AFFIRMATIVE DEFENSE

Some or all of the damages and losses, if any exist, allegedly incurred by the Plaintiff were not and are not actually, directly, indirectly and/or proximately caused by any of

1 Defendants' alleged actions.

2 FOURTEENTH AFFIRMATIVE DEFENSE

3 Any and all of Defendants' actions and/or contractual/legal obligations which Plaintiff
4 has complained upon were waived or ratified by Plaintiff.

5 FIFTEENTH AFFIRMATIVE DEFENSE

6 Defendants are excused from their duties and obligations under any agreements with
7 Plaintiff because of failure of consideration.

8 SIXTEENTH AFFIRMATIVE DEFENSE

9 Defendants at all times acted reasonable and in good faith in discharging its
10 obligations to Plaintiff.

11 SEVENTEENTH AFFIRMATIVE DEFENSE

12 Plaintiff is not entitled to any relief based on the doctrine of release.

13 EIGHTEENTH AFFIRMATIVE DEFENSE

14 Plaintiff is not entitled to any relief based on the failure of a condition precedent in the
15 contract.

16 NINETEENTH AFFIRMATIVE DEFENSE

17 Plaintiff is not entitled to any relief based upon the Statute of Frauds.

18 TWENTIETH AFFIRMATIVE DEFENSE

19 Plaintiff did not fulfill their duty in getting a ready, willing, and able buyer.

20 TWENTY-FIRST AFFIRMATIVE DEFENSE

21 Plaintiff has a duty to keep the Defendants informed of what is going on in a real estate
22 transaction. Plaintiff has failed to disclosure any loans, loan applications, or any other
23 information regarding the buyer's ability to get financing.

24 TWENTY-SECOND AFFIRMATIVE DEFENSE

25 Plaintiff failed to inform the Defendants that they had not complied with the
26 documents in a timely manner but only produced the information as requested by Defendants.

27 TWENTY-THIRD AFFIRMATIVE DEFENSE

28 Plaintiff failed to inform the Defendants that they had not complied with the

documents in a timely manner but only produced the information as requested by Defendants.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiff misled the Defendants in that the Defendants was informed it could work with Mr. Northup in the transaction.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiff was informed that the Purchase Agreement did not include the sale of the real property and asked the Plaintiff to correct the issue. The Plaintiff refused to do so.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiff failed to properly create a contract for the sale of the real property.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiff failed to fulfill their duty under NRS 645 and as such they are not entitled to a commission.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Pursuant to Rule 11, as amended all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' answer and therefore, Defendants reserve the right to amend their answer to allege additional affirmative defenses if subsequent investigations so warrants.

WHEREFORE Defendant prays for relief as follows:

1. That the complaint against the Defendants be dismissed with prejudice;
2. That the Defendants be awarded their attorneys fees and costs in this matter;
3. That the Defendants be awarded such further relief as just and proper.

Dated this 21st day of May, 2019

DAVID J. WINTERTON & ASSOC., LTD.

By: /s/: David J. Winterton Esq.
DAVID J. WINTERTON, ESQ.
Nevada Bar No. 008429
7881 W. Charleston Blvd., Suite 220
Las Vegas, Nevada 89117
(702) 363-0317
Attorney for Defendants

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that I deposited a true and accurate copy of the foregoing
ANSWER TO THE COMPLAINT by depositing same in the United States Postal Service,
via first class mail, postage prepaid in Las Vegas, Nevada, on the 21st day of May, 2019,
addressed as follows:

Stacy M. Rocheleau, Esq.
600 S. Tonopah Drive, Suite 300
Las Vegas, Nevada 89106

/s/: Autumn G. Wheeler
Employee of David J. Winterton & Assoc., Ltd.

OSBT

DISTRICT COURT
CLARK COUNTY, NEVADA

LAS VEGAS 101 INC. d/b/a FIRST
CHOICE BUSINESS BROKERS,

Plaintiff,

vs.

JACK GAAL; and JACK'S PLACE BAR
AND GRILL LLC.,

Defendants.

CASE NO.: A-18-776982-C

DEPT. NO: 27

ENTERED kl

ORDER RE-SETTING CIVIL BENCH TRIAL AND CALENDAR CALL

IT IS HEREBY ORDERED THAT:

A. **TRIAL:** The above entitled case is set for a **BENCH TRIAL** on a five-week stack to begin on **February 8, 2021, at 10:30 A.M.** The trial will be held in **Department 27, Courtroom 3A located in the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.**

B. **CALENDAR CALL:** Calendar Call with the designated attorney and/or parties in proper person will be held on **February 4, 2021 at 10:30 a.m.** The parties must have ready for trial the following:

- (1) Typed exhibit lists with all stipulated exhibits marked;
- (2) List of depositions;
- (3) List of equipment needed for trial, including audiovisual equipment; and
- (4) Courtesy copies of any legal briefs on trial issues.

C. **PRE-TRIAL MEMORANDUM:** The Pre-trial Memorandum must be filed no later than **February 1, 2021**, with a courtesy copy delivered to Department XXVII

1 Chambers. All parties, (Attorneys and parties in Proper Person) **MUST** comply with **ALL**
2 **REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and 2.69.

3 D. **DISCOVERY ISSUES:** All discovery deadlines, deadlines for filing
4 dispositive motions and motions to amend the pleadings or add parties are controlled by this
5 Scheduling Order unless otherwise modified by a subsequent Stipulation and Order.
6 Pursuant to EDCR 2.35, any discovery issues must be heard before the Discovery
7 Commissioner unless the scheduled Trial date is affected.

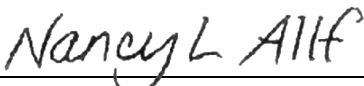
8 E. **MOTIONS IN LIMINE:** All Motions in Limine and/or Motions for
9 Summary Judgment must be in writing and filed not less than 45 days prior to the date set
10 for trial and must be heard not less than 14 days prior to trial. **ORDERS SHORTENING**
11 **TIME WILL NOT BE CONSIDERED.**

12 **Failure of the designated trial counsel, or any party appearing in proper**
13 **person to appear for any court appearances or to comply with this Order**
14 **shall result in any of the following: (1) dismissal of the action (2) default**
15 **judgment; (3) monetary sanctions; (4) vacation of trial date; and/or any**
16 **other appropriate remedy or sanction.**

17 Counsel is required to advise the Court immediately if the case settles or is otherwise
18 resolved prior to trial. A Stipulation which terminates a case by dismissal shall also indicate
19 whether a Scheduling Order has been filed and if a trial date has been set, and the date of
20 that trial. A copy should be given to Chambers.

Dated this 27th day of August, 2020

21 Dated: August 27, 2020

22 
23 _____
24 NANCY ALLF
25 DISTRICT COURT JUDGE
26 229 06F 2997 052C
27 Nancy Allf
28 District Court Judge

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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of the foregoing Order Re-Setting Civil Bench Trial and Calendar Call was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court's Electronic Filing Program.

If indicated below, a copy of the foregoing was also:

☐ Mailed by United States Postal Service, Postage prepaid, to the proper parties listed below at their last known address(es) :

_____/s
KAREN LAWRENCE
JUDICIAL EXECUTIVE ASSISTANT

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Las Vegas 101 Inc, Plaintiff(s) | CASE NO: A-18-776982-C
7 vs. | DEPT. NO. Department 27
8 Jack Gaal, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Setting Civil Bench Trial was served via the court's electronic
13 eFile system to all recipients registered for e-Service on the above entitled case as listed
below:

14 Service Date: 8/27/2020

15 Rock Rocheleau	rock@rightlawyers.com
16 Autumn Wheeler	autumn@davidwinterton.com
17 Autumn Wheeler	autumn@davidwinterton.com
18 David Winterton	david@davidwinterton.com
19 Right Lawyers	info@rightlawyers.com

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1 **ORDR**

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 **LAS VEGAS 101 INC. d/b/a FIRST
5 CHOICE BUSINESS BROKERS,**

CASE NO.: A-18-776982-C

6 **Plaintiff,**

7 **vs.**

8 **JACK GAAL; and JACK'S PLACE BAR
9 AND GRILL LLC.,**

10 **Defendants.**

11 **PROPOSED PRE-TRIAL ORDER FOR BENCH TRIALS**

12
13 Department 27 follows and enforces all of the parts of the Eighth Judicial District Court
14 COVID-19 Jury Trial Plan (Plan) dated September 28, 2020 and all updates to it. It is suggested
15 that you review it, and all exhibits attached to it, before the commencement of trial. The Plan is
16 available on the opening page of the court's website at www.clarkcountycourts.us. This Pre-trial
17 Order is made to highlight some of the most relevant provisions contained in the Plan and is not
18 exhaustive.

19
20 Courtroom 3A can accommodate up to 30 people in a socially distanced manner. Please
21 be mindful that there are 4 court staff in the courtroom during trial. Kindly advise the Judicial
22 Executive Assistant Karen Lawrence of the number of people who will be in attendance at trial.
23 Her email is lawrencek@clarkcountycourts.us. Please be advised that proceedings can be
24 livestreamed, but only parties and their counsel are currently allowed to be in the courtroom. If
25 the exclusionary rule is invoked, witnesses (except experts) shall not have access to the
26 proceedings.

27 Masking is required and enforced at all times at the Regional Justice Center, except for
28 eating and drinking. Everyone shall wear a tight fitting mask that fully covers the mouth and
nose. No food or beverage is currently allowed in the courtroom, but frequent breaks will be
taken. Anyone who attempts to enter the RJC without a proper face covering will be given one

Gaal000019

1 at no charge. Face shields may be worn in addition to a mask but are not sufficient alone. It is
2 requested that witnesses wear clear masks while testifying.

3 Lawyers and their clients will not have access to “back of the house” facilities during this
4 trial.

5 Lawyers, their clients and witnesses may appear remotely via Bluejeans or in person.
6 Anyone appearing remotely should sit in a bright room with light on their face, especially if their
7 credibility is being determined. If a witness is appearing remotely, their identity must be
8 verifiable by the counsel who calls the witness. Witnesses who appear in person may testify from
9 the jury box to promote social distancing.

10 Daily, before trial, the Marshal will perform a wellness check on the judge and staff
11 members. The Marshal will then perform wellness checks on lawyers, parties and witnesses
12 before admission to the courtroom. No one will be admitted who has a temperature over 100.4.
13 If that occurs, the trial will be recessed for COVID-19 testing. There are specifics about testing
14 and recesses in the Plan. If anyone begins to feel ill during the trial, the Court must be notified.

15 All exhibits will be electronic unless otherwise agreed. Counsel is encouraged to confer
16 pre-trial to determine whether exhibits can be stipulated into evidence. The Court Information
17 Technology office examines the proposed electronic exhibits before they can be offered or
18 admitted. The Court Clerk Nicole McDevitt can be reached at mcdevittn@clarkcountycourts.us.

19 Trial will not last past 5:00 pm.

20 Before your daily entry in to the courtroom, counsel table and chairs will be wiped
21 down. Hand sanitizer and sanitary wipes will be available. It is politely requested that you enter
22 the courtroom with clean hands when you arrive and after each break. There are porters at the
23 Regional Justice Center who sanitize commonly touched things, such as escalator buttons and
24 door handles, but you are requested to be cautious with touching surfaces. The courtroom is
25 cleaned and sanitized once daily at the end of the day. If you wish, you may bring sanitizing
26 products in to the courtroom. Courtroom 3A has not been retrofit, and does not have Plexiglas
27 separations. Counsel tables have been treated with an anti-viral coating.

1
2 It is requested that all counsel, their clients and witnesses refrain from attending large
3 gatherings while the trial is being conducted.

4 DATED: May 6, 2021

Dated this 6th day of May, 2021

5
6 
NANCY L. ALLF
DISTRICT COURT JUDGE

7 4D9 D32 311A 68F7

8 **CERTIFICATE OF SERVICE** Nancy Allf
District Court Judge

9 I hereby certify that on or about the date filed, a copy of the foregoing Pre-Trial Order
10 was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the
Eighth Judicial District Court's Electronic Filing Program.

11 *If indicated below, a copy of the foregoing was also:*

12 ___ Mailed by United States Postal Service, Postage prepaid, to the proper parties listed below at
their last known address(es) :

13 _____/s_____
Karen Lawrence, Judicial Executive Assistant

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Las Vegas 101 Inc, Plaintiff(s) | CASE NO: A-18-776982-C
7 vs. | DEPT. NO. Department 27
8 Jack Gaal, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 5/6/2021

15 Rock Rocheleau	rock@rightlawyers.com
16 Autumn Wheeler	autumn@davidwinterton.com
17 Autumn Wheeler	autumn@davidwinterton.com
18 David Winterton	david@davidwinterton.com
19 Right Lawyers	info@rightlawyers.com
20 Assly Sayyar	assly@vistalawyer.net
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1 ROCHELEAU LAW GROUP
2 dba RIGHT LAWYERS
3 ROCK ROCHELEAU, ESQ. (SBN 15315)
4 600 South Tonopah Drive, Suite 300
5 Las Vegas, Nevada 89106
6 Tel: 702-914-0400
7 rock@rightlawyers.com

8 *Attorney for Plaintiff*

9 ASSLY SAYYAR, ATTORNEY AT LAW, INC.
10 ASSLY SAYYAR, ESQ. (SBN 9178)
11 5550 Painted Mirage Rd. #320
12 Las Vegas, Nevada 89149
13 Tel: 760-542-8717
14 Fax: 760-444-3560
15 assly@vistalawyer.net

16 *Associate Counsel for Plaintiff*

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28
EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

29 LAS VEGAS 101 INC., A NEVADA
30 CORPORATION DOING BUSINESS
31 AS FIRST CHOICE BUSINESS
32 BROKERS, LAS VEGAS 101,

33 Plaintiff,

34 vs.

35 JACK GAAL, INDIVIDUALLY;
36 JACK'S PLACE BAR AND GRILL
37 LLC; DOES I through X; AND ROE
38 CORPORATIONS XI through XX,

39 Defendant.

CASE NO. : A-18-776982-C
DEPT. NO. : 27

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

40 The above-captioned matter came before the Honorable Nancy Allf for trial
41 beginning on June 1, 2020 through June 10, 2020. Present at trial were Rock
42 Rocheleau, Esq. and Assly Sayyar, Esq. on behalf of Plaintiff LAS VEGAS 101 INC.,
43 A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS

1 BROKERS, LAS VEGAS 101 ("First Choice" or "Plaintiff"), and David Winterton,
2 Esq. on behalf of Defendant JACK GAAL, INDIVIDUALLY ("Gaal") and Defendant
3 JACK'S PLACE BAR AND GRILL LLC ("Jack's Place") (jointly "the Defendants").
4 The Court hereby makes the following Findings of Fact and Conclusions of Law and
5 enters the following ruling:

6 **FINDINGS OF FACT**

7 1. Plaintiff entered into two written agreements with Gaal and Jack's Place: the
8 "Exclusive Listing Agreement" (Ex. 10) and the "Asset Purchase Agreement" (Ex.
9 7) with their related ancillary documents incorporated therein by reference as
10 admitted into evidence.

11 2. The Exclusive Listing Agreement included as part of its listing real estate/real
12 property located at 544 Nevada Highway, Boulder City, NV 89005, the building on
13 that real estate, and the business operation of "Jack's Place Bar and Grill" also known
14 as "Jack's Place Sports Bar and Grill" from the inception of the listing (hereinafter
15 referred to as "the real estate, the building, and the business operations").

16 3. Under the terms of the Exclusive Listing Agreement and ancillary documents
17 incorporated therein by reference, Defendants again and again indicated they had the
18 power and authority to list for sale the real estate, the building, and the business
19 operations.

20 4. Under the terms of the Exclusive Listing Agreement and ancillary documents
21 incorporated therein by reference, Defendants, each of them, had an obligation to
22 provide due diligence documentation to any buyer they contracted with and the
23 Defendants failed to do so.

24 5. The Exclusive Listing Agreement is a contract in compliance with and in
25 accordance with NRS 645.320 as it meets all requirements of that statute.

26 6. Upon Defendants executing the Asset Purchase Agreement, Plaintiff earned
27 and was entitled to be paid its "Fee" or "Commission" as defined in the Exclusive
28 Listing Agreement. The execution of the Asset Purchase Agreement by Defendants
constituted a "Disposition of the Business" as defined in the Exclusive Listing

1 Agreement.

2 7. Under the terms of the Asset Purchase Agreement, Defendants again and again
3 indicated they had the power and authority to complete the sales transaction which
4 included the real estate, the building, and the business operations.

5 8. The wife of Defendant Gaal also executed documents (See Ex. 14A), that
6 further supported Plaintiff's reasonable reliance that Defendants had the power and
7 authority to list and then sell the real estate, the building, and the business operations.

8 9. Plaintiff had a right to rely on Defendants' representations that they had the
9 power and authority to enter into a business broker listing by and through the
10 Exclusive Listing Agreement that included real estate, the building, and the business
11 operations. Plaintiff's belief in and reliance on Defendants' authority and power was
12 reasonable.

13 10. Plaintiff had the right to rely on Defendants' representations that they had the
14 power and authority to enter into and complete the sales transaction with buyer,
15 Angel Soto, by and through the Asset Purchase Agreement that included the real
16 estate, the building, and the business operations. Plaintiff's belief in and reliance on
17 Defendants' authority and power was reasonable.

18 11. The deal contemplated by the parties under the Exclusive Listing Agreement
19 and the Asset Purchase Agreement always included the real property identified as 244
20 Nevada Highway, Boulder City, Nevada,

21 12. Defendant Gaal personally guaranteed performance under the terms of both the
22 Exclusive Listing Agreement and Asset Purchase Agreement.

23 13. Defendants attempting to raise arguments regarding potential improper vesting
24 of a title deed is not sufficient to avoid performance or liability under either of the
25 written contracts.

26 14. Angel Soto, was a credible witness and it is reasonable to find he had sufficient
27 assets to complete the purchase under the Asset Purchase Agreement whether
28 utilizing his own assets or through obtaining a bank loan.

15. No terms of any trust were offered into evidence and therefore there was no
credible evidence that Defendant Gaal did not have authority list and to sell the real

1 estate, the building, and the business operations.

2 16. Defendants failed to produce due diligence documents under the terms of either
3 written agreement.

4 17. Defendants failed to pay the "Fee" earned by Plaintiff.

5 18. There is no ambiguity in the terms of either of the written contracts.

6 19. Defendants had a duty to cooperate and communicate and failed in that duty.

7 20. Defendants' "seller's remorse" is not a sufficient excuse to demand a new listing
8 agreement or sales agreement.

9 21. Plaintiff has performed under the terms of the Exclusive Listing Agreement and
10 Asset Purchase Agreement and is entitled to receive its "Fee."

11 **CONCLUSIONS OF LAW**

12 1. Plaintiff prevails on its claim of breach of contracts against Defendants, each
13 of them, establishing all necessary elements by a preponderance of the evidence.
14 Defendants have materially breached the terms of the Asset Purchase Agreement and
15 the Exclusive Listing Agreement causing Plaintiff damage.

16 2. Plaintiff prevails on its claim for breach of the covenant of good faith and fair
17 dealing against Defendants, each of them, establishing all necessary elements by a
18 preponderance of the evidence. Defendants have acted against the spirit of the terms
19 of the Asset Purchase Agreement and the Exclusive Listing Agreement causing
20 Plaintiff damage.

21 3. The Exclusive Listing Agreement satisfies the requirements of NRS 645.320,
22 and the statutory definition of "client" under NRS 645.

23 4. Plaintiff incurred damages arising from breach of contracts and breach of the
24 implied covenant of good faith and fair dealing breaches as follows: \$100,000.00
25 "Fee" due and owing along with interest accruing at a rate of 18% per annum from
26 February 2, 2018 onward until paid in full. Plaintiff is awarded its "Fee" and all pre
27 and post judgment interest accruing thereon from February 2, 2018 against
28 Defendants, each of them, on a joint and several basis.

5. Plaintiff is also entitled to recover attorney fees and costs pursuant to the terms
of the written agreements by and through submission of a separate post judgment

1 motion. What amount of attorney fees and costs may be awarded by this subsequent
2 motion will be due and owing to Plaintiff by Defendants, each of them, on a joint and
3 several basis.

4 6. Judgment will be formally entered based on this Finding of Fact and
5 Conclusions of Law and any order granting any subsequent motion for attorney fees
6 and costs.

7 IT IS SO ORDERED.

8 Dated this _____ day of _____, 2021.

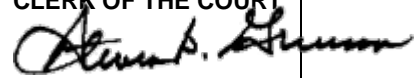
9
10 Dated this 16th day of June, 2021

11 Nancy L Allf
12 DISTRICT COURT JUDGE

13 Respectfully Submitted:

14
15 **009 32F 2492 49F5**
Nancy Allf
District Court Judge

14 R. Rocheleau
15
16 **ROCHELEAU LAW GROUP**
17 **dba RIGHT LAWYERS**
18 **ROCK ROCHELEAU, ESQ. (SBN 15315)**
19 **600 South Tonopah Drive, Suite 300**
20 **Las Vegas, Nevada 89106**
21 **Tel: 702-914-0400**
22 **rock@rightlawyers.com**



NED
ROCHELEAU LAW GROUP
dba RIGHT LAWYERS
Rock Rocheleau
Nevada Bar No. 15315
Assly Sayyar, Esq.
Nevada Bar No. 9178
600 South Tonopah Drive, Suite 300
Las Vegas, Nevada 89106
702-914-0400
702-914-0256 (fax)
Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

LAS VEGAS 101 INC., A NEVADA
CORPORATION DOING BUSINESS
AS FIRST CHOICE BUSINESS
BROKERS, LAS VEGAS 101,

Plaintiff,

vs.

JACK GAAL, INDIVIDUALLY;
JACK'S PLACE BAR AND GRILL
LLC; DOES I through X; AND ROE
CORPORATIONS XI through XX,,

Defendant.

CASE NO. : A-18-776982-C
DEPT. NO. : 27

NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS
OF LAW

1 Please take notice that the Findings of Fact and Conclusions of Law was
2 entered in the above entitled matter on **June 16, 2021**, a copy of which is attached
3 hereto.

4 Dated this 21st day of June 2021.

5 **RIGHT Lawyers**

6
7
8 /s/: Rock Rocheleau

9 Rock Rocheleau, Esq.

10 Nevada Bar No. 15315

Assly Sayyar, Esq.

11 Nevada Bar No. 9178

600 South Tonopah Drive, Suite 300

12 Las Vegas, Nevada 89106

702-914-0400

13 702-914-0256 (fax)

14 Attorney for Plaintiff

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Pursuant to EDCR 8.05 (a), EDCR 8.05(f), NRCp 5(b)(2)(D) and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eight Judicial District Court,” by mandatory electronic service through the Eight Judicial District Court’s electronic filing system:

13
14

15

16

1 ROCHELEAU LAW GROUP
2 dba RIGHT LAWYERS
3 ROCK ROCHELEAU, ESQ. (SBN 15315)
4 600 South Tonopah Drive, Suite 300
5 Las Vegas, Nevada 89106
6 Tel: 702-914-0400
7 rock@rightlawyers.com

8 *Attorney for Plaintiff*

9 ASSLY SAYYAR, ATTORNEY AT LAW, INC.
10 ASSLY SAYYAR, ESQ. (SBN 9178)
11 5550 Painted Mirage Rd. #320
12 Las Vegas, Nevada 89149
13 Tel: 760-542-8717
14 Fax: 760-444-3560
15 assly@vistalawyer.net

16 *Associate Counsel for Plaintiff*

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

29 LAS VEGAS 101 INC., A NEVADA
30 CORPORATION DOING BUSINESS
31 AS FIRST CHOICE BUSINESS
32 BROKERS, LAS VEGAS 101,

33 Plaintiff,

34 vs.

35 JACK GAAL, INDIVIDUALLY;
36 JACK'S PLACE BAR AND GRILL
37 LLC; DOES I through X; AND ROE
38 CORPORATIONS XI through XX,

39 Defendant.

CASE NO. : A-18-776982-C
DEPT. NO. : 27

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

40 The above-captioned matter came before the Honorable Nancy Allf for trial
41 beginning on June 1, 2020 through June 10, 2020. Present at trial were Rock
42 Rocheleau, Esq. and Assly Sayyar, Esq. on behalf of Plaintiff LAS VEGAS 101 INC.,
43 A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS

1 BROKERS, LAS VEGAS 101 ("First Choice" or "Plaintiff"), and David Winterton,
2 Esq. on behalf of Defendant JACK GAAL, INDIVIDUALLY ("Gaal") and Defendant
3 JACK'S PLACE BAR AND GRILL LLC ("Jack's Place") (jointly "the Defendants").
4 The Court hereby makes the following Findings of Fact and Conclusions of Law and
5 enters the following ruling:

6 **FINDINGS OF FACT**

7 1. Plaintiff entered into two written agreements with Gaal and Jack's Place: the
8 "Exclusive Listing Agreement" (Ex. 10) and the "Asset Purchase Agreement" (Ex.
9 7) with their related ancillary documents incorporated therein by reference as
10 admitted into evidence.

11 2. The Exclusive Listing Agreement included as part of its listing real estate/real
12 property located at 544 Nevada Highway, Boulder City, NV 89005, the building on
13 that real estate, and the business operation of "Jack's Place Bar and Grill" also known
14 as "Jack's Place Sports Bar and Grill" from the inception of the listing (hereinafter
15 referred to as "the real estate, the building, and the business operations").

16 3. Under the terms of the Exclusive Listing Agreement and ancillary documents
17 incorporated therein by reference, Defendants again and again indicated they had the
18 power and authority to list for sale the real estate, the building, and the business
19 operations.

20 4. Under the terms of the Exclusive Listing Agreement and ancillary documents
21 incorporated therein by reference, Defendants, each of them, had an obligation to
22 provide due diligence documentation to any buyer they contracted with and the
23 Defendants failed to do so.

24 5. The Exclusive Listing Agreement is a contract in compliance with and in
25 accordance with NRS 645.320 as it meets all requirements of that statute.

26 6. Upon Defendants executing the Asset Purchase Agreement, Plaintiff earned
27 and was entitled to be paid its "Fee" or "Commission" as defined in the Exclusive
28 Listing Agreement. The execution of the Asset Purchase Agreement by Defendants
constituted a "Disposition of the Business" as defined in the Exclusive Listing

1 Agreement.

2 7. Under the terms of the Asset Purchase Agreement, Defendants again and again
3 indicated they had the power and authority to complete the sales transaction which
4 included the real estate, the building, and the business operations.

5 8. The wife of Defendant Gaal also executed documents (See Ex. 14A), that
6 further supported Plaintiff's reasonable reliance that Defendants had the power and
7 authority to list and then sell the real estate, the building, and the business operations.

8 9. Plaintiff had a right to rely on Defendants' representations that they had the
9 power and authority to enter into a business broker listing by and through the
10 Exclusive Listing Agreement that included real estate, the building, and the business
11 operations. Plaintiff's belief in and reliance on Defendants' authority and power was
12 reasonable.

13 10. Plaintiff had the right to rely on Defendants' representations that they had the
14 power and authority to enter into and complete the sales transaction with buyer,
15 Angel Soto, by and through the Asset Purchase Agreement that included the real
16 estate, the building, and the business operations. Plaintiff's belief in and reliance on
17 Defendants' authority and power was reasonable.

18 11. The deal contemplated by the parties under the Exclusive Listing Agreement
19 and the Asset Purchase Agreement always included the real property identified as 244
20 Nevada Highway, Boulder City, Nevada,

21 12. Defendant Gaal personally guaranteed performance under the terms of both the
22 Exclusive Listing Agreement and Asset Purchase Agreement.

23 13. Defendants attempting to raise arguments regarding potential improper vesting
24 of a title deed is not sufficient to avoid performance or liability under either of the
25 written contracts.

26 14. Angel Soto, was a credible witness and it is reasonable to find he had sufficient
27 assets to complete the purchase under the Asset Purchase Agreement whether
28 utilizing his own assets or through obtaining a bank loan.

15. No terms of any trust were offered into evidence and therefore there was no
credible evidence that Defendant Gaal did not have authority list and to sell the real

1 estate, the building, and the business operations.

2 16. Defendants failed to produce due diligence documents under the terms of either
3 written agreement.

4 17. Defendants failed to pay the “Fee” earned by Plaintiff.

5 18. There is no ambiguity in the terms of either of the written contracts.

6 19. Defendants had a duty to cooperate and communicate and failed in that duty.

7 20. Defendants' "seller's remorse" is not a sufficient excuse to demand a new listing
8 agreement or sales agreement.

9 21. Plaintiff has performed under the terms of the Exclusive Listing Agreement and
10 Asset Purchase Agreement and is entitled to receive its “Fee.”

11 **CONCLUSIONS OF LAW**

12 1. Plaintiff prevails on its claim of breach of contracts against Defendants, each
13 of them, establishing all necessary elements by a preponderance of the evidence.
14 Defendants have materially breached the terms of the Asset Purchase Agreement and
15 the Exclusive Listing Agreement causing Plaintiff damage.

16 2. Plaintiff prevails on its claim for breach of the covenant of good faith and fair
17 dealing against Defendants, each of them, establishing all necessary elements by a
18 preponderance of the evidence. Defendants have acted against the spirit of the terms
19 of the Asset Purchase Agreement and the Exclusive Listing Agreement causing
20 Plaintiff damage.

21 3. The Exclusive Listing Agreement satisfies the requirements of NRS 645.320,
22 and the statutory definition of "client" under NRS 645.

23 4. Plaintiff incurred damages arising from breach of contracts and breach of the
24 implied covenant of good faith and fair dealing breaches as follows: \$100,000.00
25 “Fee” due and owing along with interest accruing at a rate of 18% per annum from
26 February 2, 2018 onward until paid in full. Plaintiff is awarded its “Fee” and all pre
27 and post judgment interest accruing thereon from February 2, 2018 against
28 Defendants, each of them, on a joint and several basis.

5. Plaintiff is also entitled to recover attorney fees and costs pursuant to the terms
of the written agreements by and through submission of a separate post judgment

1 motion. What amount of attorney fees and costs may be awarded by this subsequent
2 motion will be due and owing to Plaintiff by Defendants, each of them, on a joint and
3 several basis.

4 6. Judgment will be formally entered based on this Finding of Fact and
5 Conclusions of Law and any order granting any subsequent motion for attorney fees
6 and costs.

7 IT IS SO ORDERED.

8 Dated this _____ day of _____, 2021.

9
10 Dated this 16th day of June, 2021

11 Nancy L Allf
12 DISTRICT COURT JUDGE

13 Respectfully Submitted:

14 
15
16 **009 32F 2492 49F5**
17 **Nancy Allf**
18 **District Court Judge**

19 ROCHELEAU LAW GROUP
20 dba RIGHT LAWYERS
21 ROCK ROCHELEAU, ESQ. (SBN 15315)
22 600 South Tonopah Drive, Suite 300
23 Las Vegas, Nevada 89106
24 Tel: 702-914-0400
25 rock@rightlawyers.com
26
27
28

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

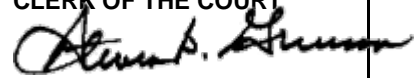
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5
6 Las Vegas 101 Inc, Plaintiff(s) | CASE NO: A-18-776982-C
7 vs. | DEPT. NO. Department 27
8 Jack Gaal, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 6/16/2021

15 Rock Rocheleau	rock@rightlawyers.com
16 Autumn Wheeler	autumn@davidwinterton.com
17 Autumn Wheeler	autumn@davidwinterton.com
18 David Winterton	david@davidwinterton.com
19 Right Lawyers	info@rightlawyers.com
20 Assly Sayyar	assly@vistalawyer.net



1 **NOA**
2 DAVID J. WINTERTON, ESQ.
3 Nevada Bar No. 4142
4 DAVID J. WINTERTON & ASSOC., LTD.
5 7881 W. Charleston Blvd., Suite 220
6 Las Vegas, Nevada 89117
7 Phone: (702) 363-0317
8 *Attorney for Jack Gaal, and*
9 *Jack's Place Bar and Grill LLC*

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

8 LAS VEGAS 101 INC., A NEVADA)	Case No. A-18-776982-C
9 CORPORATION DOING BUSINESS AS)	
10 FIRST CHOICE BUSINESS BROKERS,)	Depart. 27
11 LAS VEGAS 101)	
12)	
13 Plaintiffs,)	
14)	
15 vs.)	
16)	
17 JACK GAAL, individually; JACK'S)	
18 PLACE BAR AND GRILL LLC; DOES I)	
19 through X; and ROE CORPORATIONS XI)	
20 through XX.)	
21)	
22 Defendants)	
23)	

16 **NOTICE OF APPEAL**

17 Notice is hereby given that JACK GAAL and JACK'S PLACE BAR AND GRILL
18 LLC, hereby appeals to the Supreme Court of Nevada from the final decision granting a
19 decision in favor of the Plaintiff to pay certain real estate commissions and entered in this
20 action on the 21st day of June, 2021

21 DATED this 23 day of June, 2021.

23 DAVID J. WINTERTON & ASSOCIATES LTD.

24 By: /s/ David J. Winterton Esq.

25 David J. Winterton Esq.
26 Nevada Bar No.: 004142
27 7881 W. Charleston Blvd., Suite 220
28 Las Vegas, Nevada 89117
Attorneys for the Defendant

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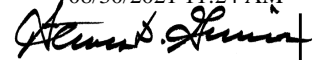
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of David J. Winterton & Assoc., Ltd.
And that on the 23rd day of June, 2021 I have electronically served a true and correct copy of
the foregoing Notice of Appeal addressed as follows:

dba Right Lawyers
Stacey M. Rocheleau, Esq.
600 South Tonopah Drive, Suite 300
Las Vegas, NV 89106
(rock@rightlawyers.com)
(info@rightlawyers.com)

Assly Sayyar, Attorney at Law, Inc.
Assly Sayyar, Esq.
5550 Painted Mirage Rd. #320
Las Vegas, Nevada 89149
assly@vistalawyer.net

/s/: Autumn G. Wheeler
Employee of David J. Winterton & Assoc., Ltd.


CLERK OF THE COURT

ORD
ROCHELEAU LAW GROUP
dba RIGHT LAWYERS
ROCK ROCHELEAU, ESQ. (SBN 15315)
600 South Tonopah Drive, Suite 300
Las Vegas, Nevada 89106
Tel: 702-914-0400
rock@rightlawyers.com

Attorney for Plaintiff

ASSLY SAYYAR, ATTORNEY AT LAW, INC.
ASSLY SAYYAR, ESQ. (SBN 9178)
5550 Painted Mirage Rd. #320
Las Vegas, Nevada 89149
Tel: 760-542-8717
Fax: 760-444-3560
assly@vistalawyer.net

Associate Counsel for Plaintiff

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

LAS VEGAS 101 INC., A NEVADA
CORPORATION DOING BUSINESS
AS FIRST CHOICE BUSINESS
BROKERS, LAS VEGAS 101,

Plaintiff,

vs.

JACK GAAL, INDIVIDUALLY;
JACK'S PLACE BAR AND GRILL
LLC; DOES I through X; AND ROE
CORPORATIONS XI through XX,

Defendant.

CASE NO. : A-18-776982-C

DEPT. NO. : 27

**ORDER FOR ATTORNEY'S FEES
AND COSTS**

The above-captioned matter came before the Honorable Nancy Allf for hearing on August 13, 2021 at 10:00 am. Present was Rock Rocheleau, Esq. and Assly Sayyar, Esq. on behalf of Plaintiff LAS VEGAS 101 INC., A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS BROKERS, LAS VEGAS 101 ("First Choice" or "Plaintiff"), and David Winterton, Esq. on behalf of Defendant JACK GAAL, INDIVIDUALLY ("Gaal") and Defendant

1 JACK'S PLACE BAR AND GRILL LLC ("Jack's Place") (jointly "the Defendants").

2 The hearing was held on Defendants' Objection to the Memorandum of Costs
3 ("Objection") and the Plaintiff's Motion for Attorney Fees and Costs (the "Motion.")
4 The Court having reviewed the briefing and the record, hearing and considering the
5 oral argument of counsel, and applicable case law, and for good cause shown;

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Motion
7 for attorney's fees and costs is GRANTED IN PART and DENIED IN PART.

8 IT IS FURTHER ORDERED that the Plaintiff has established through
9 evidence in the record, under the factor test of *Brunzelle v. Golden Gate Nat'l Bank*,
10 85 Nev. 345 (1961), and pursuant to NRS 18.010 that Plaintiff is entitled to attorney
11 fees in the amount of \$47,665.75 against Defendants.

12 IT IS FURTHER ORDERED that the Plaintiff has established costs pursuant
13 to NRS 18.005 in the retaxed amount of \$1,444.50. The Plaintiff is not entitled to the
14 travel costs in the amount of \$692.58. The total award of fees and costs is
15 \$48,358.33.

16 IT IS SO ORDERED.

17 Dated this 27th day of August, 2021.

18

19

Dated this 30th day of August, 2021

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Nancy L. Allif
DISTRICT COURT JUDGE TW

21

22 Respectfully Submitted:

DEA 3EA 660B 7BE5
Nancy Allif moved as to FORM
District Court Judge

23

24

ASSLY SAYYAR, ESQ.
State Bar No. 9178
26 ASSLY SAYYAR, ATTORNEY
27 AT LAW, INC.
Attorneys for Plaintiff

28

DAVID WINTERTON, ESQ.
State Bar No. 4142
DAVID J. WINTERTON & ASSOC.
ATTORNEY'S FOR THE DEFENDANTS

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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5
6 Las Vegas 101 Inc, Plaintiff(s) | CASE NO: A-18-776982-C
7 vs. | DEPT. NO. Department 27
8 Jack Gaal, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/30/2021

15 Rock Rocheleau	rock@rightlawyers.com
16 Autumn Wheeler	autumn@davidwinterton.com
17 Autumn Wheeler	autumn@davidwinterton.com
18 David Winterton	david@davidwinterton.com
19 Right Lawyers	info@rightlawyers.com
20 Assly Sayyar	assly@vistalawyer.net
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1 ROCHELEAU LAW GROUP
2 dba RIGHT LAWYERS
3 ROCK ROCHELEAU, ESQ. (SBN 15315)
4 600 South Tonopah Drive, Suite 300
5 Las Vegas, Nevada 89106
6 Tel: 702-914-0400
7 rock@rightlawyers.com

8 *Attorney for Plaintiff*

9 ASSLY SAYYAR, ATTORNEY AT LAW, INC.
10 ASSLY SAYYAR, ESQ. (SBN 9178)
11 5550 Painted Mirage Rd. #320
12 Las Vegas, Nevada 89149
13 Tel: 760-542-8717
14 Fax: 760-444-3560
15 assly@vistalawyer.net

16 *Associate Counsel for Plaintiff*

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28
EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

29 LAS VEGAS 101 INC., A NEVADA
30 CORPORATION DOING BUSINESS
31 AS FIRST CHOICE BUSINESS
32 BROKERS, LAS VEGAS 101,

33 Plaintiff,

34 vs.

35 JACK GAAL, INDIVIDUALLY;
36 JACK'S PLACE BAR AND GRILL
37 LLC; DOES I through X; AND ROE
38 CORPORATIONS XI through XX,

39 Defendant.

CASE NO. : A-18-776982-C
DEPT. NO. : 27

JUDGMENT

40 Pursuant to the Findings of Fact, Conclusions of Law filed in the above caption
41 case and pursuant to the Order entered awarding attorney fees and costs in this case,
42 JUDGMENT IS HEREBY ENTERED in favor of Plaintiff LAS VEGAS 101 INC.,
43 A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS

1 BROKERS, LAS VEGAS 101 ("First Choice" or "Plaintiff"), as and against
2 Defendant JACK GAAL, INDIVIDUALLY ("Gaal") and Defendant JACK'S PLACE
3 BAR AND GRILL LLC ("Jack's Place") (jointly "the Defendants"), jointly and
4 severally, in the following amounts:

5 A. Contract damages in the amount of \$100,000.00,

6 B. Pre judgment interest as of August 16, 2021 in the amount of
7 \$63,615.45,

8 C. Attorney Fees of \$47,665.75, and

9 D. Costs of \$1,444.50,

10 For a total judgment of \$212,725.70 as of August 16, 2021. Contract based interest
11 has accrued since February 2, 2018 and will continue to accrue on the contract
12 damages at a rate of 18% per annum or \$49.31 per diem (based on a 365 day year)
13 from August 17, 2021 onward until this Judgment is paid in full.

14 JUDGMENT IS SO ENTERED.

15 Dated this 27th day of August, 2021.

17 Dated this 30th day of August, 2021

18 *Nancy L Alif*

19 DISTRICT COURT JUDGE

TW

20 Respectfully Submitted:

21 **F9B 3C6 C73E 66ED**
22 **Nancy Alif**
23 **District Court Judge**

21 *R. Rocheleau*

22 **ROCHELEAU LAW GROUP**
23 **dba RIGHT LAWYERS**
24 **ROCK ROCHELEAU, ESQ. (SBN 15315)**
25 **Attorney for Plaintiff**

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

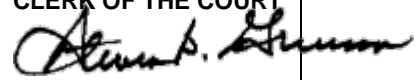
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6 Las Vegas 101 Inc, Plaintiff(s) CASE NO: A-18-776982-C
7 vs. DEPT. NO. Department 27
8 Jack Gaal, Defendant(s)
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1 **NEOJ**
2 **ROCHELEAU LAW GROUP**
3 **dba RIGHT LAWYERS**
4 **Rock Rocheleau, Esq.**
5 **Nevada Bar No. 15315**
6 **600 South Tonopah Drive, Suite 300**
7 **Las Vegas, Nevada 89106**
8 **(702)-914-0400**
9 **rock@rightlawyers.com**
10 ***Attorney for Plaintiff***

11
12 **Assly Sayyar, Esq.**
13 **Nevada Bar No. 9178**
14 **5500 Painted Mirage Rd. #320**
15 **Las Vegas, NV 89149**
16 **(760)-542-8717**
17 ***Associated Counsel for Plaintiff***

18
19 **DISTRICT COURT, FAMILY DIVISION**
20 **CLARK COUNTY, NEVADA**

21 **LAS VEGAS 101 INC., A NEVADA**
22 **CORPORATION DOING BUSINESS**
23 **AS FIRST CHOICE BUSINESS**
24 **BROKERS, LAS VEGAS 101,**

Plaintiff,

vs.

JACK GAAL, INDIVIDUALLY;
JACK'S PLACE BAR AND GRILL
LLC; DOES I through X; AND ROE
CORPORATIONS XI through XX,,

Defendant.

CASE NO. : A-18-776982-C
DEPT. NO. : 27

NOTICE OF ENTRY OF JUDGMENT

1 Please take notice that the Judgement was entered in the above entitled
2 matter on **August 30, 2021**, a copy of which is attached hereto.

3 Dated this 1st day of September 2021.

4 **RIGHT Lawyers**

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6
7 

8
9
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Rock Rocheleau, Esq.
Nevada Bar No. 15315
11 Assly Sayyar, Esq.
Nevada Bar No. 9178
12 Attorneys for Plaintiff
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Pursuant to EDCR 8.05 (a), EDCR 8.05(f), NRCp 5(b)(2)(D) and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eight Judicial District Court,” by mandatory electronic service through the Eight Judicial District Court’s electronic filing system:

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EIGHTH JUDICIAL DISTRICT COURT
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CASE NO. : A-18-776982-C
DEPT. NO. : 27

JUDGMENT

Pursuant to the Findings of Fact, Conclusions of Law filed in the above caption case and pursuant to the Order entered awarding attorney fees and costs in this case, JUDGMENT IS HEREBY ENTERED in favor of Plaintiff LAS VEGAS 101 INC., A NEVADA CORPORATION DOING BUSINESS AS FIRST CHOICE BUSINESS

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3 BAR AND GRILL LLC ("Jack's Place") (jointly "the Defendants"), jointly and
4 severally, in the following amounts:

5 A. Contract damages in the amount of \$100,000.00,

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8 C. Attorney Fees of \$47,665.75, and

9 D. Costs of \$1,444.50,

10 For a total judgment of \$212,725.70 as of August 16, 2021. Contract based interest
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13 from August 17, 2021 onward until this Judgment is paid in full.

14 JUDGMENT IS SO ENTERED.

15 Dated this 27th day of August, 2021.

17 Dated this 30th day of August, 2021

18 *Nancy L Alif*

19 DISTRICT COURT JUDGE

TW

20 Respectfully Submitted:

21 **F9B 3C6 C73E 66ED**
22 **Nancy Alif**
23 **District Court Judge**

24 *R. Rocheleau*

25 **ROCHELEAU LAW GROUP**
26 **dba RIGHT LAWYERS**
27 **ROCK ROCHELEAU, ESQ. (SBN 15315)**
28 **Attorney for Plaintiff**

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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19 Right Lawyers	info@rightlawyers.com
20 Assly Sayyar	assly@vistalawyer.net
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Exhibit 1

BUYER PROFILE

Buyer Contact Information (Decision makers please enter all Buyer's names)

Buyer's Name(s): Angel Soto

Cell#: 973-592-1228

Email: agquest@yahoo.com

Home Address (no P.O. Box please):

295 Apple Seed Ct.

City: Henderson

State: NV

Zip: 89014

Business Interest

Type(s) of Business and Industries Preferred:

Area/Location Preferred:

Clark County (Las Vegas/Henderson)

Time frame: When do you want to be in business?

within 1-2 years

Minimum Net Income Required:

\$ 150,000

Will you be an: ☐ absentee owner OR ☒ owner operator?

Who will assist in the business operation?

How long have you been looking?

1-2 months

Made any offers? No

If yes, please explain:

N/A

Buyer Experience

Present Occupation:

Not currently employed

What is your motivation for buying?

Investment and Income Generation

Have you ever operated a similar business (how long)?

Not operated a service business before

Type of business you have owned before (how long)?

operated manufacturing multinationals

Other past/present business experiences:

VP operations for multinational chemical manufacturer

Financial Qualifications

What price range for a business are you looking for? \$

up to \$1,500,000

How much liquid capital is available for a down payment? \$

500,000

In what form(s) is the down payment and/or purchase price? Please explain (cash, stock, HELOC, 401k)?

Cash, stock and/or 401k

Is there anything about your credit history that may affect your ability to qualify for a lease and/or

needed financing? ☐ YES ☒ NO ☐ MAYBE

Are you interested in learning how you can use some or all of your retirement funds (IRA, 401k)

likely PENALTY & TAX-FREE to purchase a business? ☒ YES ☐ NO ☐ MAYBE

Business Listings Inquiry

FCBB Agent contacted:

Phil Neuenswander

Where did you see our ad?

Biz Buy Sell

Other Comments:

Buyers Signature: 

Date Completed: 12/21/2017

Buyers Signature: _____

Date Completed: _____



First Choice Business Brokers Las Vegas 101
5420 W. Sahara, Suite 200
Las Vegas, NV 89146 www.fcbbnv.com
Office: 702-368-2500 FAX: 702-368-3173

Buyer Confidentiality and Non-Disclosure Agreement (100)

Buyer(s): Angel Soto Source: _____ DATE: 12-22-17
Agent(s): Philip V. Neuenswander Agent Call: 702-355-2395 Agent Email: phlin@fcbb.com

Agreement/Listing #	Business Description/Name
15535	Top Rated Sports Bar and Grill

Agreement/Listing #	Business Description/Name

1. Consideration: In consideration of the mutual promises herein contained and First Choice Business Brokers Las Vegas 101 (FCBBLV) representation of the undersigned Buyer (whether one or more), and/or for FCBB supplying to the Buyer certain confidential business information regarding the named business(es), the receipt of which is hereby acknowledged, the undersigned Buyer hereby acknowledges, understands, and agrees to the terms of this Agreement. Buyer acknowledges that FCBB has agreements with its Sellers that require that FCBB obtain a Buyer Confidentiality and Non-Disclosure Agreement ("Agreement"), prior to disclosing the name, location and other sensitive or confidential information related to the Seller's Business, property sale or lease.

2. Authorization: Upon Buyer's execution of this Agreement FCBBLV is hereby authorized to insert the Business Name(s) under "Business Description/Name" next to the corresponding Agreement/Listing number(s). Buyer authorizes FCBBLV to add additional Businesses after this Agreement is signed if the Buyer receives information on additional businesses not listed above. Buyer agrees that additional businesses added will be subject to and made part of this Agreement.

3. Buyer Funds and Affiliations: Buyer currently has approximately \$ 500,000 available for use as a cash down payment or payment in full for a purchase transaction. Buyer warrants that Buyer currently has sufficient funds available for use as a cash down payment or qualifies for financing or payment in full for a purchase transaction.

Buyer plans to use a redirected 401k or IRA Funds to complete a purchase? ☒ YES ☐ NO

Buyer warrants that Buyer (check one): ☒ DOES NOT HAVE ☐ DOES HAVE an affiliation with any federal, state or local government agency.

If affiliated with any such agencies, which agency and position held? _____

4. Buyer's Warranties Buyer(s) agree and will NOT: (a) contact the Seller(s) without the prior consent of FCBBLV; (b) contact Seller's employees, customers, neighboring businesses, suppliers, landlord, representatives or competitors without the prior, specific consent of both Seller and FCBBLV; (c) linger, or otherwise observe the Business, without Seller's consent; (d) approach or attempt to deal with Seller either directly or indirectly at any time without FCBBLV or without prior written permission of FCBBLV; (e) Buyer agrees that all communications, offers, negotiations and all other business regarding a Transaction be conducted exclusively and directly through FCBBLV; (f) disclose any information received, including Business name(s) and that said Business(es) may be involved in a contemplated Transaction; (g) use any proprietary information received to compete with any subject Business within a Seller's existing market area; (h) directly or indirectly solicit for employment any employees of the Seller; (i) use information for personal or commercial benefit or for the benefit of any other person or entity for a period of 36 months from the date of this Agreement or from the receipt of information (whichever is later).

5. Purpose & Buyer Acknowledgement: The Buyer, by signing below certifies that I/we are bona fide prospective Buyer(s) and/or a Buyer's agent and also certify that my/our interest in the businesses and/or properties disclosed is for the sole purpose of a possible purchase, lease, option, merger or management arrangement or Transaction of the businesses and/or properties (collectively herein the "Business"). Buyer acknowledges that Sellers desire to maintain the confidentiality of any information disclosed, and agrees that all information Buyer receives related to a Business is to be treated as proprietary, confidential and/or privileged information. Buyer agrees to hold all such information in strict confidence; to treat information as trade secrets; and not to divulge any information in any manner to any party except as permitted herein. Buyer acknowledges that the purpose of this Agreement is to protect the Seller and their Business by keeping any knowledge of a Transaction from reaching any employee, competitor, customer or supplier. Buyer agrees that any violation of the provisions of this Agreement could result in damages to the Seller's Business and/or the Seller's relationship with FCBBLV. Buyer warrants that he/she has the authority to execute this Agreement. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. If Seller financing or assumption of Seller's debt is included in a transaction, Buyer agrees to provide current financial statements, personal history and business history upon request, and authorizes Seller(s) and/or Seller's landlord to obtain, through standard reporting agencies, Buyer's financial and credit information following acceptance of an offer to purchase. Any competitive, subversive or misuse of information provided may result in legal liability to the undersigned and/or their related parties, successors, assigns and representatives. Buyer understands that liability may incur from any use of the information provided for any purpose other than as described by this agreement.

Buyer's Initials AS () ()

Page 1 of 3

100NV06252016
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Exhibit 2

6. **Information Uses, Disclosure & Return:** Buyer agrees not to disclose or permit access to any Confidential Information to anyone who has not signed this Agreement other than Buyer's legal counsel, accountants, lenders, or advisors to whom disclosure or access is necessary for Buyer to evaluate the Transaction. Disclosure of Seller's Confidential Information shall be made to these parties only in connection with the potential Transaction, and then only if these parties have agreed to maintain the confidentiality of such Confidential Information. Buyer accepts full responsibility for assuring full compliance with all provisions of this Agreement by any third party to whom Buyer discloses information. Neither the Buyer nor any third party shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Transaction or as may be required by legal process. If Buyer decides not to pursue a Transaction involving a disclosed Business, then Buyer will promptly notify FCBBLV. In this event, or at the written request of the Seller or FCBBLV, Buyer will return to FCBBLV within five (5) business days all information and materials provided to Buyer and any analyses prepared by Buyer and/or any third-party Buyer engaged to analyze the Transaction without retaining any copy, reproduction, summary, analysis, extract or record thereof.

7. **Disclaimer of Information Content & FCBBLV Liability:** FCBBLV has received information from the Seller which includes Seller's Confidential Information. Based upon the information provided by the Seller and other sources, FCBBLV may prepare a summary description of the business which may include cash flow projections, an adjusted income statement or other Seller's income statements. Buyer agrees that FCBBLV makes no warranty, expressed or implied as to the accuracy or completeness of any information Buyer receives or fails to receive and acknowledges that FCBBLV has not and will not audit, perform any investigation or verify any information or make any warranty or representation, nor in any way does FCBBLV guarantee future business performance. Buyer agrees to be solely responsible to examine and perform an independent investigation of the Business, its assets, liabilities, financial statements, tax returns, Seller's representations and any other facts which might influence Buyer's purchase decision or the price Buyer is willing to pay and will not rely upon any statements or opinions of any kind of the Listing Broker, the Selling Broker, their respective agents, employees or representatives, in connection with the purchase and sale of the Business. Buyer will rely solely on Buyer's own investigation and the advice of their legal, tax, and other advisors and not of FCBBLV to assist Buyer prior to signing this agreement and during negotiations and due diligence. If the income and profits quoted (either written or verbally), by the Seller do not agree with those actual records (including Federal Tax returns) and the Buyer continues and completes the transaction, it is agreed that the Buyer has investigated the Business to his/her own satisfaction without ANY reliance upon FCBBLV. Buyer hereby releases Listing Broker and Selling Broker, their respective agents and representatives, from any and all claims arising from or relating to the accuracy or completeness of the Information. Additionally, FCBBLV's liability is limited under NRS: 645.259, 645.645.257 and 645.252 (4).

8. **Purchase of the Stock of the Corporation:** Buyer agrees and has been made aware that FCBBLV has offered the listed businesses for sale as an Asset Purchase and that the Listing Agreement was executed for the sole purpose of selling the business as an Asset Purchase. Buyer is informed that neither FCBBLV nor its agents possess the required licenses to advertise, sell, procure investors or transfer the shares of the Seller's corporation. Buyer agrees that in the event that an agreement is reached with the Seller for the purchase/sale of the Business (whether verbal or written), whereby the Business is to be sold or transferred to the Buyer as a "Stock Purchase Sale or Transfer" rather than as an Asset Purchase Sale, then the following will apply: Buyer and Seller will retain their own legal counsel to complete the Stock Purchase Agreement with no involvement by FCBBLV and FCBBLV will have no interest nor concern with the Stock Purchase transaction. Upon such an agreement between the Buyer and the Seller then the guidelines of the Listing Agreement between FCBBLV and the Seller will be in effect.

9. **Procuring Cause:** Buyer hereby acknowledges that FCBBLV has contractual agreements with the Seller by which FCBBLV is Seller's authorized agent in a potential Transaction. If the undersigned individually, and on behalf of any affiliated prospective Buyer, requests from FCBBLV Confidential Information about certain Businesses, then Buyer acknowledges that FCBBLV is: (a) the first to provide information about potential Transactions related to these Businesses; (b) the sole procuring cause should Buyer execute any Transaction pursuant to this Agreement; and (c) is entitled to their commission for any possible Transaction. Buyer agrees that the divulging of Confidential Information to another Broker or agent does not constitute a cooperating broker agreement and/or require splitting of fees between Brokers. Buyer further agrees to be responsible for any fees owed to any other Broker or agent with whom Buyer has signed a Buyers Brokerage Agreement. If the Buyer is a Licensee, this will be disclosed in writing at the time of the signing of this Agreement to FCBBLV, however such disclosure will not entitle the Buyer/Licensee to any portion of the commission due FCBBLV. Buyer authorizes FCBBLV to act on Buyer's behalf to negotiate a new lease or Real Estate Purchase from the owner of the property where the business(es) is located, and collect any fees if paid for such service.

10. **Circumvention, Interference & FCBBLV's Fees:** Buyer acknowledges that the Seller has entered into a Listing or Commission Agreement whereby the Seller has agreed to pay a fee to FCBBLV that if, during the term of that agreement or up to thirty six (36) months after the expiration of the Agreement, a Transaction is completed involving any Buyer introduced by FCBBLV or any potential Buyer contacting the Seller directly during the Agreement to Sell Period then the agreed upon fee is owed to FCBBLV. Buyer agrees to be bound by this Buyer Confidentiality Agreement for a period of thirty-six (36) months from the date that this Agreement is executed or from the receipt of Information (whichever is later), and is notified that FCBBLV will be entitled to receive the fee from whichever of the parties it has a written and signed commission agreement with, regardless of the listing status of the Business. Should the Buyer participate in a Transaction, lease the business, lease the premises housing the Business, purchase the property and/or equipment buy, trade, lease, loan money to or exchange, purchase a business owned by the Seller, regardless of whether or not the business was listed with FCBBLV acquire any interest in, or become affiliated in any capacity with the Business without FCBBLV's participation, or in any way interfere with FCBBLV's right to its fee, within thirty SIX (36) months from the date of this agreement then the Buyer shall be liable to FCBBLV for such fee and any other damages including reasonable attorney's fees and costs. If the Buyer conspires, circumvents or attempts to circumvent FCBBLV, conceals, attempts to or completes a transaction with a Seller whereby the fee owed to FCBBLV and the cooperating Brokers fees have not been paid due to the Buyer's interference or circumvention and FCBBLV is unable to collect the fee from the Seller (which is equal to the amount agreed to in writing by Seller and FCBBLV in the Agreement to Sell, not to exceed 12 1/2% of the Asking Price), then the Buyer will be liable for FCBBLV's fee PLUS a penalty of twenty five percent (25%) of the original Seller's agreed upon fee OR \$15,000.00, whichever is greater. If the Buyer in good faith completes a transaction with the Seller and the Seller refuses to pay the Fee owed to FCBBLV through no fault of the Buyer, then the Buyer shall have no liability for the Fee owed to FCBBLV.

11. **Legality of Agreement and Jurisdiction:** This Agreement and Addenda: (a) are legally binding; (b) constitute the entire agreement and understanding of the parties and supersede all prior agreements and understandings between them regarding its subject matter; (c) are binding upon Buyer's heirs, successors, assignees, executors and administrators; and (d) can only be modified in writing, signed by both FCBBLV and Buyer. Any litigation or dispute arising from performance of this Agreement shall be construed, governed and under the jurisdiction of the Court of Clark County in the State of Nevada. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions of the agreement. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the fullest extent permitted under the applicable law. There are no expressed or implied warranties, promises, representations or covenants relating to this Transaction except as expressly set forth or incorporated herein. This Agreement and its representations, warranties and promises shall survive the Closing of any Transaction described to Buyer.

Buyer's Initials () ()

Page 2 of 3

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12. **Litigation and Damages:** Failure of the undersigned or persons they may disclose Seller's information to, to adhere to this agreement may subject them to legal action. Buyer will be liable for all damages to Seller and/or FCBBLV caused by Buyer's divulging of Confidential Information and/or disturbing the Seller's business operation including, but not limited to, the loss of fees by FCBBLV and any liability FCBBLV may have to Seller as a result thereof. Seller and Seller's successors are specifically intended to be beneficiaries of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Notwithstanding anything herein to the contrary, in the event that Buyer violates any of the provisions set forth in this Agreement, Buyer acknowledges that Seller and FCBBLV will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Buyer agrees that in addition to any other remedy, the Seller and FCBBLV shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, from a court of competent jurisdiction to prevent or halt such a breach. Buyer shall reimburse the Seller and FCBBLV for any attorneys' fees or costs incurred in obtaining any such injunctive relief. In the event of enforcement and/or litigation involving this Agreement and/or the Confidential Information, the undersigned and/or the principals that they represent agree that FCBBLV shall be awarded all reasonable attorney's fees and court costs in addition to any commission awards or other damages FCBBLV receives. Further, Buyer will hold harmless and indemnify FCBBLV from any and all claims, allegations, causes of actions, lawsuits, costs, losses or expenses, including without limitation, all expenses of investigation and defense of any claim or action, including all attorneys' fees and costs, arising out of any claim made or action instituted by any person or entity arising out of this Agreement or Seller's Confidential Information.

All parties specifically waive their rights to a trial by jury in regards any claim related to or arising from this Agreement. Should the Buyer file any legal or equitable action or proceeding against FCBBLV, its owners or agents, it will be a material breach of this Agreement. Buyer expressly agrees that FCBBLV's adjudged liability, as well as the liability of any of its owners, individual agents, members, independent contractors, and/or employees shall be limited to a maximum amount of 50% of Commissions actually received by FCBBLV.

13. **Definitions:** As used within this agreement, the following terms are further defined as follows: "Buyer" applies to the undersigned (singular and plural), representative, family members, associates, agents, partnership, corporation, individual, or any other entity with which the undersigned is affiliated or represents. "Seller": The owner(s) of the businesses or property covered or listed in this Agreement. "Confidential Information" shall mean all information including, but not limited to, that the Business is for sale; all financial, production, sales, marketing and pricing information; methods; manuals; manufacturing procedures; correspondence; processes; data; reports; records, memoranda; contracts; employee, customer or vendor lists; tax documents; Intellectual property and any other information whether written, oral, electronic or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or Seller's broker, directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises; or (d) through disclosure or discovery in any other manner. "Confidential Information" also includes the name, address, and type of business, all trade secrets, and all information that has been provided. "Confidential information" does not include any information which is readily available and known to the public. "Transaction" is defined as, but not limited to, a change of any interest or management of or in the Business involving the Buyer and the Seller, the purchase, lease, option, merger, loan of funds, partnership, trade, exchange, management arrangement, acquisition, of any interest in or affiliation in any capacity between Buyer and Seller or Seller's Business. "FCBBLV" shall include FCBBLV's Agents, officers and representatives.

14. **Disputes:** Buyer(s), FCBBLV and the co-operating Broker agree to mediate or submit to binding arbitration all disputes or claims arising amongst or between them regarding this Agreement or any resulting transaction prior to resorting to court action.

15. **Misc:** Buyer and FCBBLV agree that this Agreement may be signed in counterparts and that faxed or electronic signatures may be considered as originals for all purposes. Each party waives the necessity of providing the original copy of this Agreement to bind the other. If the purchase is consummated through a third party (escrow company or transfer agent), the escrow account shall be opened with the Buyer's Earnest Money Deposit within ONE (1) business day of acceptance of the offer unless otherwise directed by the parties. To complete the purchase, Buyer agrees to pay one half of all Transactional Fees Escrow Fees, FCBBLV's Storage Fees (approximately \$400.00), Lease Assignment Fee or any Transfer Fees relating to the sale and transfer of the assets of the business or lease. In the event of cancellation of the Transaction, Buyer agrees that the Escrow Company or Transfer Agent may deduct, for work performed, the investigative fees from the earnest money deposit. The escrow/closing entity company shall search for liens, lawsuits and tax indebtedness owing by the Seller. Buyer may independently select any providers of their own choosing. If FCBBLV refers the Buyer to persons, vendors, experts, tax professionals, lenders, legal professionals, service or product providers (Providers), FCBBLV does not guarantee the performance and/or quality of performance of any such Providers. Buyer acknowledges that Providers may or may not compensate FCBBLV for the referral. Buyer agrees to allow FCBBLV to advertise and announce that FCBBLV facilitated the sale of the Business. In the event of any disagreement or dispute regarding this Agreement or any transaction, FCBBLV and Buyer agree not to post directly or indirectly, any negative or disparaging comments on any social media and/or websites. Such postings will be considered a breach of this Agreement. Buyer understands that FCBBLV representing Buyer may also represent other potential Buyers, who may consider, make offers on or ultimately acquire the Business.

I/we hereby state that I/we have read, agreed to and understood the terms of this Buyer Confidentiality and Non-Disclosure Agreement. Buyer further agrees that the terms of this Agreement cannot be superseded, revoked or modified without the express written approval of FCBBLV. Buyer understands and irrevocably agrees that Las Vegas 101 Inc. dba First Choice Business Brokers Las Vegas 101 is an independently owned and operated Franchise and that the Franchisor (First Choice Business Brokers Inc.) is NOT involved in this Transaction or any Agreements.

Buyer's Signature: [Signature] 12/24/17 Date
Buyer's Printed Name: Angel Soto
Buyer's Title: _____
Physical Home Address: (No P.O. Boxes): 295 Apple Seed Ct, Henderson NV 89014
Cell: 973-592-1228 Street Address City State Zip
Office: _____ Home: _____
Fax: _____ Email: agquest@yahoo.com
Licensee/Agent Name: Philip V. Neuenswander Licensee/Agent Signature: [Signature] 12-22-17 Date

Please Make Sure to COMPLETE ALL FIELDS. Please sign above and initial where indicated on the bottom of each page.
Return all pages as soon as possible to First Choice Business Brokers Las Vegas 101 in person, via Electronic Signature, U.S. mail, or facsimile.
Modified or Incomplete Forms will not be accepted. Thank You for Your Interest.

Buyer's Initials AS ()

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Exhibit 3

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- Each party for whom the licensee is acting as an agent in the real estate transaction, and
- Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is <u>Philip V. Neuenswander</u> whose license number is <u>S.0061819</u> . The licensee is acting for [client's name(s)] <u>Angel Soto</u> who is/are the <input type="checkbox"/> Seller/Landlord; <input checked="" type="checkbox"/> Buyer/Tenant. Broker: The broker is <u>Jeffrey D. Nyman</u> , whose company is <u>First Choice Business Brokers Las Vegas 101</u>
--

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Disclose to each party to the real estate transaction as soon as practicable:
 - Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - Each source from which licensee will receive compensation.
- Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
- Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [] OR MAY NOT []
in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____	Date: _____	Time: _____
Seller/Landlord: _____	Date: _____	Time: _____
OR		
Buyer/Tenant: <u>[Signature]</u>	Date: <u>12/21/17</u>	Time: _____
Buyer/Tenant: _____	Date: _____	Time: _____

Approved Nevada Real Estate Division
Replaces all previous versions

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Revised 7/13/2016

Exhibit 4

CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION: The real estate transaction is the ☒ sale and purchase or ☐ lease of
Property Address: Address(es)/Business(es) to be included are those listed on page 1 of the Buyer Confid/NDA and those added as per the Non-Disclosure Agreement.

In Nevada, a real estate licensee may act for more than one party in a real estate transaction; however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is Philip V. Neuenswander ("Licensee") whose license number is S.0061819 and who is affiliated with First Choice Business Brokers Las Vegas 101 ("Brokerage").

Seller/Landlord _____
Print Name

Buyer/Tenant Angel Soto
Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for one year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
				12/21/17	7:00 PM
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time

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Replaces all previous editions

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Revised 05/01/05

Exhibit 5



First Choice Business Brokers Las Vegas 101
5420 W. Sahara, Suite 200 Las Vegas, NV 89146
Office: 702-368-2500 FAX: 702-368-3173

BULK SALE OPENING CHECKLIST - FOR INTERNAL & ESCROW USE ONLY⁽¹⁴³⁾

BUSINESS NAME: Jack's Place (Business and Real Property) LISTING#: 15535 DATE: 1-25-18
Business Address: 544 Nevada Highway Boulder City, NV 89005
Phone: 702-293-2200 Date Seller Signed Listing Agreement: 10-9-17
Business Type: Sports Bar and Grill Business License#: _____
SELLER NAME/TITLE: Jack Gaal SELLER NAME/TITLE: Managing Member
Corp/LLC: ☒ yes ☐ no Corp/LLC Name: Jacks Place Bar and Grill, LLC Corp/LLC State of: NV
Seller(s) Home/Mail Address: 540 BIRCH STREET Boulder City, NV 89005
Seller(s) Cell#: 702-234-7260 Fax#: _____ Home#: _____
Seller(s) Email: katieandjack@cox.net
Fed Tax Id#: _____ Additional Contact Info: _____
BUYER NAME/TITLE: Angel Soto BUYER NAME/TITLE: _____
Corp/LLC: ☐ yes ☐ no Corp/LLC Name: _____ Corp/LLC State of: _____
Buyer(s) Home/Mail Address: 285 Apple Seed Henderson, NV 89014
Buyer(s) Cell#: 973-592-1228 Fax#: _____ Home#: _____
Buyer(s) Email: _____ NDA Date: 12-22-17
Fed Tax Id#: _____ Additional Contact Info: _____
FRANCHISE: ☐ yes ☒ no Franchisor: _____ Contact: _____
Address: _____
Office#: _____ Fax#: _____ Email: _____
Transfer Fee:\$ _____ Paid by: ☐ Buyer ☐ Seller Training Fee:\$ _____ Paid by: ☐ Buyer ☐ Seller
LANDLORD/LEASE AGENT: Seller Owns Property Contact: _____
Address: _____ Office#: _____ Fax#: _____
Email: _____ Transfer Fee:\$ _____ Paid by: ☐ Buyer ☐ Seller
Rent/Mo (no CAMS):\$ _____ Total Rent/Mo:\$ _____ Security Deposit:\$ _____ Lease Fee:\$ _____
LENDER: _____ Contact: _____
Office#: _____ Fax#: _____ Cell#: _____ Email: _____
LISTING AGENT: Philip V. Neuenswander Company: First Choice Business Brokers
Agent Cell#: 702-355-2395 Fax#: _____ Office#: _____ Email: _____
SELLING AGENT: Phillip V. Neuenswander Company: First Choice Business Brokers
Agent Cell#: 702-355-2395 Fax#: _____ Office#: _____ Email: _____
TITLE/ESCROW COMPANY: Accelerated Escrow Escrow Officer: Ron Quinn
Office#: _____ Fax#: _____ Cell#: _____ Email: _____
Sale Price: \$1,000,000 Seller Note Amount: \$0 Earnest Money: \$30,000
Purchase Agreement Acceptance Date: 2-218 Expected Close Date: March 30 2018 FCB Fee: \$100,000
ATTACHMENTS: ☒ Asset Purchase Agreement ☐ Counter Offer(s) ☐ Addendum ☒ Amendment ☐ Other: _____

NOTES:

PARCEL # 186-09-110-102
544 NEVADA WAY BOULDER CITY NEVADA 89005

Exhibit 6



First Choice Business Brokers Las Vegas 101
8420 W. Sahara, Suite 200
Las Vegas, NV 89146 www.fcbbtv.com
Office: 702-368-2500 FAX: 702-368-3173

COUNTER OFFER # 1 TO THE ASSET PURCHASE AGREEMENT (136)

That is dated: Jan 18th, 20 18 Between
Angel Soto (BUYER) AND
Jack Gaal Managing Member (SELLER)

With regard to the sale and purchase of the business assets known as:

Business Name: Jack's Place

Address: 544 Nevada Highway Boulder City, NV 89005

The ☒ SELLER ☐ BUYER expressly accepts the above referenced Asset Purchase Agreement including all Addenda, Amendments, and Counter Offers with the following changes:

The purchase price will be reduced from \$1,100,000 to \$1,000,000

The deal structure will be payable as follows: \$30,000 earnest money deposit, \$700,000 bank loan on the real property, and \$270,000 cash at closing= \$1,000,000 total purchase price.

Per paragraph #10 The inventory amount will be conveyed "As Is" and will not increase or decrease the purchase price.

Per paragraph #67 The sellers acceptance period will be extended to 1/31/18 UNTIL the hour of 8:00p.m.

☐ Continued on Page # _____ to this Counter Offer.

RIGHT TO ACCEPT OTHER OFFERS: SELLER reserves the right to accept any other offer prior to BUYER'S acceptance of this Counter Offer and SELLER'S Agent being so advised in writing. All other terms and conditions shall remain the same.

The above Counter Offer, dated this 31st day of Jan, 20 18, is open for written acceptance on or before the hour of 8:00 p.m. on the 2nd day of Feb, 20 18.

☒ Seller(s) ☐ Buyer(s) Signature: [Signature] Date: 2-2-18 Signature: _____ Date: _____
Agent: Phillip V. Neuenswander Signature: [Signature] Date: 1-31-18
(First Choice Business Brokers Las Vegas 101, Duty Authorized Agent)

ACCEPTANCE

☐ This Counter Offer and all attached Continuation Pages are accepted and SUBJECT TO COUNTER OFFER # _____

Dated and Accepted this 2nd day of Feb, 20 18, at the hour of 2:00 p.m.

☐ Seller(s) ☒ Buyer(s) Signature: [Signature] Date: 2/2/18 Signature: _____ Date: _____
Agent: Phillip V. Neuenswander Signature: [Signature] Date: 2/2/18
(First Choice Business Brokers Las Vegas 101, Duty Authorized Agent)

136NV 11082011

Exhibit 7



First Choice Business Brokers Las Vegas 101
5420 W. Sahara, #200 Las Vegas, NV 89148
Office: 702-368-2600 FAX: 702-368-3173

ASSET PURCHASE AGREEMENT - NV (131)

Including Schedule of Warranties and Representations, Earnest Money Receipt and Instructions to Escrow.

Angel Solo _____ ("Buyer,"
or Assignee, whether one or more), hereby agrees to purchase from:

Jack Gaal _____ Managing Member Jacks Place Bar and Grill, LLC ("Seller" whether
one or more), upon the terms and conditions set forth, the below described assets used in connection with the business ("Business") known as:

Jack's Place _____ Listing #15636

Located at: 544 Nevada Highway Boulder City, NV 89005

1. The Total Purchase Price will be: \$ _____ US. Dollars, and will be payable as follows:

2. \$ 30,000 _____

An Earnest Money Deposit (EMD) is presented with this offer, payable to Accelerated Escrow which will be delivered to the Escrow Holder after Buyer and Seller have executed this Agreement including any Amendments. The Escrow Holder is instructed to hold the money in trust until closing or other termination of this Agreement. The EMD accepted is subject to collection. Buyer represents that the funds will be available when the check is deposited.

3.a \$ 150,000 _____

PLUS
A Seller Carry Note (SCN), payable in 36 monthly payments including 5 % interest per annum. The first payment will be due and payable 30 days after closing, with the interest accruing 1 day from the closing. A late fee of 10% of the payment will be charged if the payment is not received within 10 days of the due date. The approximate monthly payment amount will be \$ 4495.63

3.b \$ 700,000 _____

PLUS

☐ Balloon Payment(s): _____

☒ Other: BANK LOAN ON REAL ESTATE

The security for the Seller Carry Note is a UCC lien as described in Item #11 below. Any additional funds that are not paid to Seller at the close of the transaction are subject to the same security as a Seller Carry Note. The note may be prepaid without a penalty and is not assumable without Seller's consent. Escrow is hereby instructed by Buyer and Seller to prepare a security agreement and promissory note that is personally guaranteed by Buyer for any funds not paid to Seller at closing.

4. \$ _____

☐ Assumption of Seller Debt: _____

5. \$ 220,000 _____

Payable by Buyer to the closing entity by cashiers check, bank wire or bank draft on or before the closing date.

6. \$ 1,100,000 _____

TOTAL PURCHASE PRICE: (2+3+4+5) (This amount does NOT include closing costs, prorations, deposits or other fees and costs associated with the purchase).

7. PROOF OF FUNDS: ☐ Attached ☐ Buyer to provide proof of cash funds (excluding financing) within 3 days of acceptance of this offer.

8. DEFINITIONS: "Escrow Holder" or "Closing Entity" are defined as any non-related third party that will act as the closing entity for this transaction. "Buyer" applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. Las Vegas 101 Inc. dba First Choice Business Brokers Las Vegas 101 (an independently owned and operated franchise) is hereby referred to as (FCBB-101).

9. NOTE ADJUSTMENTS: The difference between any indebtedness to be assumed and the Total Purchase Price above is approximate. Any difference at closing between the estimated and actual balances of any notes to be assumed will be reflected in the cash at closing so that the Total Purchase Price is as stated above. If a Seller Carry Note is created plus assumption of existing notes, any difference at closing between the estimated and actual balances of the existing notes plus the cash at closing, will be reflected in the Seller Carry Note (not in the down payment).

Buyer's Initials

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Seller's Initials

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10. **INVENTORY OF MERCHANDISE:** It is agreed that the on-hand inventory of marketable merchandise at Seller's cost will be approximately \$20,000 on the closing date. An itemized physical inventory will be taken by Buyer and Seller or their mutually agreed upon third party prior to the closing. Any increase or decrease (check one) ☒ WILL ☐ WILL NOT, correspondingly adjust the total purchase price. If an adjustment is to be made, it will be reflected in the Seller Carry Note, if any, payable to Seller or reflected in the Total Purchase Price if there is no Seller Carry Note. All costs incurred to perform the inventory count will be paid equally by Buyer and Seller.

11. **SECURITY:** If Seller is to provide financing for Buyer, unless otherwise noted, Buyer will grant Seller a lien on all of the assets of the business. The security for the lien will consist of, but not be limited to, the furniture, fixtures, equipment, stock in trade inventory, leasehold improvements, goodwill and trade name of the business, all additions, replacements, attachments and accessions, including insurance settlements or proceeds, in which Debtor now or hereafter has an interest and which arise out of or related to the Business. At or prior to the transfer and/or closing of the sale, Buyer will deliver and execute at Buyer's own expense, such security documents (including evidence of corporate authority), UCC-1 form, a Promissory Note and Security Agreement executed by Buyer for the Seller Carry Note. Such note and Security Agreements will be subject to any existing liens described herein. The UCC-1 form may be filed to record a lien in favor of Seller. If a lien on real property is included in the security, the Escrow Company (or the closing entity), is hereby instructed to prepare and record such lien against this property, unless otherwise instructed in writing by Buyer and Seller. If the security for the Seller Carry Note includes real property or mixed collateral, Buyer and Seller are cautioned that such collateral may be subject to complex rules and court decisions under State law. Buyer and Seller are strongly advised to consult legal counsel in connection with the securing and enforcement of such obligations.

12. **CREATION OF ANOTHER ENTITY BY BUYER:** Buyer may elect to create another entity (e.g., corporation, partnership or LLC). This Agreement may be assigned to the entity and Buyer will cause the entity (to the extent permitted by law), to assume the same. Buyer will continue to be personally liable for and personally guarantee the performance of this Agreement and the payment of any unpaid balances owed to Seller notwithstanding such assignment and assumption. The manner of taking title and the form of ownership of the business may have significant legal and tax consequences and shall be decided by Buyer. Buyer is advised to consult Buyer's appropriate professional for advice.

13. **PRORATIONS/ADJUSTMENTS:** Buyer and Seller agree to adjust and pro-rate (based on a 30 day month) all usual items to the date of closing including but not limited to: Payroll, Vacation Pay, Deposits, Taxes, Rents, Assumed Equipment Lease and Assumed Notes. Such adjustments will be reflected in Seller's net proceeds and/or any Seller Carry Note, if applicable and credited to the appropriate party. All items of income and expenses relating to the Business up to midnight of the day prior to closing/transfer will be for the Seller's account, and all items of income and expenses from and after the day of closing/transfer will be for Buyer's account. Buyer will arrange to have the utilities transferred to Buyer and will be responsible for new deposits to those utilities. Any other Seller deposits will be the property of Seller and will not be assumed by Buyer unless otherwise stated. Unless otherwise stated all accounts payable accrued up to the closing date will be the responsibility of the Seller and all accounts receivables accrued up to the closing date will be the property of the Seller. All customers deposits in the custody of the Seller for work or services not yet completed or merchandise not delivered will be the property of Buyer. Unless otherwise noted, all work in progress will be prorated as agreed to by Buyer and Seller. All deposits that are transferred by Seller to Buyer will NOT affect the Total Purchase Price.

14. **INSURANCE/ LICENSES:** Buyer will obtain, at Buyer's cost, insurance as required by any Landlord. Buyer may assume Seller's existing insurance policy and any Seller's prepaid premium will be prorated. Prior to the transfer of the Business, Buyer will apply for and be solely responsible for obtaining all required licenses to operate the Business after the closing of the transaction (unless application and/or license is required prior to closing). Unless specifically stated, Buyer knows of no reason why any license to operate the Business should be denied him/her/it. Further, Buyer agrees that all required licensing and permit information provided to all governmental licensing agencies will be true and accurate. If a "Seller Carry Note" is created, Buyer will name Seller as an additional "Loss Payee" for the amount financed in an appropriate insurance policy.

15. **ESCROW/TRANSFER FEES:** The purchase shall be consummated through a third party (escrow company or transfer agent). Unless otherwise agreed to by Buyer and Seller, the escrow account shall be opened with Buyer's EMD as required by State Law or Regulations. Buyer and Seller each agree to pay one half of all Transaction Fees, Escrow Fees, Transfer Fees or any other fees relating to the sale and transfer of the assets of the business to complete the transaction. (Buyer's Business Licensing fees are exempted unless otherwise agreed to.) In the event of cancellation of escrow or this transaction, Buyer agrees that the Escrow Company or Transfer Agent may deduct investigative fees (if any), from the EMD. The Escrow/closing entity company shall search for liens, lawsuits and tax indebtedness owing by Seller. Should any dispute arise regarding the release of earnest money funds Buyer agrees to hold FCBB-101 harmless and look only to the Seller for reimbursement. This Agreement supersedes any prepared Escrow Instructions unless any changes/amendments are agreed to by Buyer and Seller in writing.

16. **NON APPROVAL BY BUYER:** If any stated contingency contained within this Agreement required by Buyer is not met, Buyer may elect not to proceed with the purchase and all earnest money deposits (minus investigative fees, if any), will be returned to Buyer forthwith and this Agreement will be considered cancelled with no liability to Buyer, FCBB-101 and Seller.

17. **EARNEST MONEY DEPOSIT ESCROW RELEASE INSTRUCTIONS:** Seller irrevocably agrees that in the event that Buyer does not release Buyer's due diligence within the due diligence period per clause # 28 of this Agreement or any contingency is not satisfied at any time prior to transaction closing and requests a cancellation of this Agreement, Seller hereby irrevocably authorizes the named Escrow Company (Item # 2), to release such funds to Buyer without additional Seller signatures. Seller irrevocably releases FCBB-101, its Agents and the Named Escrow Company, from all liability regarding the release of funds to Buyer.

18. **DISPUTES:** All mediation or arbitration shall be governed by the existing or appropriate Laws of the State of Nevada. Any election by either or both FCBB-101 and other involved Brokers to participate in mediation or arbitration shall not cause FCBB-101 and other Brokers being deemed parties to the Agreement.

A. **MEDIATION:** Buyer, Seller and FCBB-101 (including any other involved Brokers), agree to mediate all disputes or claims arising amongst or between them regarding this Agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees shall be divided equally amongst the parties involved. If, for any dispute or claim this paragraph applies, any party commences an action without first attempting to

Buyer's Initials

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Seller's Initials

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resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if those fees would otherwise be available to that party in any such action.

- B. **ARBITRATION/LITIGATION:** In the event of any dispute subsequent to the closing of this sale (and cannot be resolved through mediation), between Buyer and Seller or FCBB-101 (including any other involved Brokers), regarding this Agreement and/or sale/purchase, the parties agree that upon the election and choice of Buyer or Seller or FCBB-101 that the dispute will be submitted to binding and conclusive arbitration. Arbitration fees will be divided equally amongst all participating parties. During arbitration, any party may be represented by legal counsel with each party responsible for their own legal fees and costs, unless expressly stated otherwise in the terms contained in this Agreement. The right of appeal of any arbitration decision is hereby waived. The right to a jury trial is hereby waived by Buyer and Seller and FCBB-101. During litigation, any party may be represented by legal counsel with each party responsible for their own legal fees and costs, unless expressly stated otherwise in the terms contained in this Agreement.

All parties agree not to post directly or indirectly, any negative, derogatory or disparaging comments on any social media and/or websites concerning this transaction and further agree that such postings will be considered a breach of this Agreement, the Listing Agreement and the Confidentiality Agreement.

19. BUYER'S DEFAULT:

SELLER'S REMEDIES AND RIGHTS: Subject to the express written contingencies contained within this Agreement, if Buyer should fail, for any reason other than the fault of the Seller, to complete the purchase on the closing date, Seller may retain the Earnest Money Deposit less any escrow fees. All funds deposited in an escrow or trust accounts that are forfeited to Seller will be divided as per the Listing or Commission Agreement. Seller will also have the right, in addition to retaining the Earnest Money Deposit, to enforce this Agreement by any legal or equitable remedies, including, but not limited to, a suit for specific performance and/or by an action for damages for Buyer's breach of the contract. Seller will be entitled, but not limited to, recovery of Seller's loss of bargain, to the Seller's consequential damages and to its liability for FCBB-101's commissions. The foregoing remedies of the Seller are subject to Seller's payment of FCBB-101's commissions hereunder. If in the event of Buyer's default, and if Seller agrees to accept an amount of money as liquidated damages, then such amount of money must be at least equal to Ten (10%) percent of the agreed upon and accepted Purchase Price for such liquidated damages. If Seller agrees to accept the Earnest Money Deposit as liquidated damages, then upon presentation of proof of default to the closing entity, Buyer's signature shall not be required by the closing entity to release such funds.

20. SELLER'S DEFAULT:

BUYER'S REMEDIES AND RIGHTS: If Seller after acceptance of this Agreement, should default for any reason, or cause a default whereby Buyer is unable through no fault of Buyer to purchase the Business, Seller will be responsible to Buyer for all costs and damages incurred by Buyer for Buyer's investigation and any other costs related to the purchase of the Business. Buyer will be entitled to require Seller to complete the purchase and sale of the Business. Should Seller withdraw from this Agreement without the express written approval of Buyer, Buyer will have the right to enforce this Agreement by any legal or equitable remedies including a suit for specific performance and/or breach of the contract.

21. MUTUAL RESCISSION: Mutual rescission of this Agreement by Buyer and Seller will not relieve said parties of their obligations to FCBB-101 to pay its Commission.

22. ITEMS INCLUDED IN THE PURCHASE: With the exception of cash, or cash equivalents on deposit in any financial institution, and any assets specifically excluded in writing, included in this purchase, but not restricted to: Seller's information required by Buyer to operate the business, any and all tangibles and intangibles used in connection with the Business Named in this Agreement including but not limited to: Seller's Accounts, Client List, Customer List, all of the machinery, furniture, fixtures, leasehold improvements, transferable government licenses and permits, business equipment, all customer/client lists (including all confidential and detailed information), any and all rights held by the Seller in the Business Trade Name(s), fictitious business names, all Trademarks, all Patents, Logos, copyrights, intellectual rights, telephone numbers, fax telephone numbers, E-mail addresses, URL addresses, vendor lists, catalogs, goodwill, agreements not to compete, franchise agreements, distribution rights, employee lists and information, computer and customer software, customer deposits, social media sites and Web Sites of "The Business Named in this Agreement". Seller hereby waives any rights thereto, and will not, after the closing, make use of such names, addresses and telephone numbers, directly or indirectly. Seller will file the appropriate documents with the County Clerk to release the fictitious name to Buyer. Seller warrants to Buyer that Seller has ownership of these rights.

Seller's Accounts Receivable (Check one) ☐ ARE ☒ ARE NOT included in the purchase. If included in the purchase, the approximate amount of

Seller's Accounts Receivable is: \$ N/A

23. CONDITION OF EQUIPMENT: Except as specifically provided in this Agreement, Buyer is purchasing the Assets "as is where is" condition without warranty of merchantability or fitness for any particular purpose. At the closing of this transaction, all equipment will be in working condition (ordinary wear and tear excepted), except as noted to Buyer in writing and Seller, at its sole expense and at Buyer's option, will on or prior to the closing date, repair or replace any equipment not in working condition. A list of all included equipment will be furnished by Seller to Buyer and FCBB-101 immediately after acceptance of this offer. Prior to the closing of the transaction, Buyer (at Buyer's option), may inspect the included equipment and will provide Seller and FCBB-101, in writing, of Buyer's non acceptance of any equipment. Buyer may inspect all included vehicles at Buyer's costs. If Buyer desires to obtain an independent appraisal of the business equipment, the appraisal shall be completed (at Buyer's cost), within the due diligence period, unless otherwise stated, Seller agrees to allow Buyer reasonable access to investigate the condition of the included assets.

24. ASSET LIQUIDATION SALE ONLY: ☐ If checked, this is an asset liquidation sale, only as per the attached List of Equipment. Buyer is purchasing these business assets only with no representations made as to gross revenue or net profit of the Business.

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26. REAL PROPERTY LEASE: This Agreement is subject to and conditioned upon Buyer receiving: (check only those that apply):

- ☐ An assignment of the existing lease in its present form including all amendments, attachments and exhibits.
- ☐ A new lease with Seller's landlord on terms and conditions acceptable to Buyer to become effective concurrently with the Close of the transaction. Application shall be made within 48 hours of due diligence release.
- ☐ An option or extension of Seller's existing lease for an additional _____ years on terms acceptable to Buyer, Seller and Landlord.
- ☐ A sublease with Seller on terms acceptable to Buyer, to become effective concurrently with the Close of the transaction.
- ☐ No Lease (E.g. Home Based Business).

Buyer and Seller are advised that all lease agreements require notice to and approval by the Landlord and Buyer's personal guarantees of the lease if required by the Landlord. Seller agrees to cooperate with Buyer in obtaining Landlord's approval. Buyer agrees to make application to the Landlord in a timely manner but not before Buyer's signed Due Diligence Release unless otherwise agreed to by Seller in writing. Buyer and Seller will solely be responsible for the completion of any lease agreement with the Landlord. Seller will provide Buyer and FCBB-101 with a copy of the current lease immediately after acceptance of this Agreement. Buyer, during and as part of his/her due diligence, will review any existing lease to be assumed. Unless otherwise stated herein, the lease will be deemed approved by the end of the due diligence period unless Buyer (prior to the end of the due diligence period), notifies Seller and FCBB-101 in writing, of Buyer's intent to not approve the existing lease for assumption. Buyer and Seller agree to share equally the cost of any Lease Assignment or Sublease transfer fees. Buyer will, at close of Escrow pay to Seller, in addition to the purchase price, any assumed advance rent or security deposit with the Landlord of the leased property, plus pro-rated prepaid monthly rent. Buyer agrees to comply/cooperate fully with landlord's application requirements for lease and/or assignment approval. In the event that the application is declined by the landlord in writing, and such is provided to escrow, and the lease contingency cannot be met, EMD shall be returned to the Buyer forthwith, minus escrow fees incurred (if any) with no further signatures required from any party and this contract is null and void. The approximate amount of the advance rent and/or security deposit on deposit with the landlord is \$N/A. Buyer and Seller authorize FCBB-101 and/or its agents to act on Buyer's and Seller's behalf to negotiate a new lease and collect any fee if paid for such services.

26. BUSINESS OPERATIONS & PREMISES: Until possession is transferred, Seller agrees to operate the Business in its ordinary course without material change and to maintain the Business premises including heating, cooling, plumbing, electrical systems, built-in fixtures, together with all other equipment and assets included in this sale in working order. Seller agrees to maintain and leave the premises in a clean, orderly condition. If prior to close of the transaction, Seller becomes aware of a material change to the business and/or its future profitability (for example the loss of a major customer); Seller will immediately inform Buyer in writing. Seller further agrees to maintain all insurance policies in force and comply with all required government regulations until the close of the escrow or completion of the transaction.

27. ZONING/LICENSES: Seller warrants that the Business has the appropriate licenses, permits and zoning required to operate the Business. If the transfer of liquor or other restricted license is included in this sale then Seller agrees to assist Buyer to comply with all applicable State or County Codes, Laws or Regulations concerning such transfer.

28. DUE DILIGENCE: This purchase is contingent upon Buyer reviewing and accepting the existing lease (if lease is to be assumed), financial and other information from Seller. Seller shall, within 10 days (10) of acceptance of this Agreement, deliver to Buyer the requested financial records, all leases (including the lease on the real property where the business is located), to be assumed and other information as requested.

Buyer shall, within Sixty Days (60), the "Due Diligence Period" of receipt of these records and information perform his/her due diligence and either accept and approve or reject these records and information. Acceptance shall be deemed as a release of this contingency to provide said documents and information. Any additional Documents requested by Buyer must be requested by Buyer from Seller within THREE (3) Business days after receipt of the original requested documents. If Buyer fails to release this contingency in writing during the Due Diligence period it is agreed that Buyer will have unilaterally waived their right to cancel this Agreement without penalty based upon their Due Diligence. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence.

29. WAIVER AND/OR RELEASE OF CONTINGENCIES: Unless Buyer notifies Seller or FCBB-101 in writing of their intention not to waive or release contingencies contained within this Agreement prior to the expiration of such contingencies or prior to the transaction closing date, whichever occurs first, or if Buyer fails to cancel this Agreement in writing, it is agreed that Buyer will have unilaterally waived such contingencies and waived the right to cancel this Agreement without penalty.

30. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, the contingencies and or cancellation rights, the Buyer shall have conclusively be deemed to have (1) completed all Buyer's investigations, review of reports, other applicable information and disclosures pertaining to that contingency or cancellation right; (2) assumed all liability and responsibility pertaining to that contingency or cancellation right and; (3) elected to proceed with the transaction.

31. RELIANCE & DUE DILIGENCE: Buyer agrees, affirms and understands that he/she is relying solely on Buyer's own inspection and due diligence of the Business, the Assets being purchased, the financial statements of the business, the representations of Seller with regards to the prior operating history of the Business and the value of the assets being purchased in making this offer. Buyer further agrees that Buyer's offer is made on Buyer's examination of the business and Buyer's ability to operate this business and not solely on the Seller's past performance. Buyer further agrees that he/she will or has examined the books and financial records of Seller or employed a professional auditor to perform such examination. If the income and profits quoted (either written or verbally), by the Seller do not agree with those actual records (including Federal Tax returns) and Buyer continues and completes this transaction, it is agreed that Buyer has investigated the records to his/her own satisfaction without ANY reliance upon FCBB-101 or FCBB-101's agents, employees or owners. Additionally, FCBB-101's liability is limited under Nevada Revised Statutes: 845.259, 845, 845.257 and 845.252 (4). Buyer and Seller agree to act diligently and in good faith to complete and release all contingencies in a timely manner.

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32. COVENANTS: Other than in the normal course of business, between the date of this Agreement and the closing, Seller shall not convey, pledge, lease, mortgage, grant a security interest in, create any indebtedness or make any commitment for or encumber any asset included in this sale.

33. FINANCIAL INFORMATION: Seller warrants that any financial information provided to Buyer by Seller or FCBB-101, is a true, correct and fair and accurate presentation of the results of the operations of the Business. Seller represents that the books and records are the actual records maintained by Seller and that copies of any forms claimed to have been filed with the appropriate governmental agency, are the true copies of such filed forms.

34. DOCUMENTS REQUESTED FOR BUYER'S INDEPENDENT INVESTIGATION & DUE DILIGENCE: Check all that apply.

- ☒ Profit & Loss/Income Statements and Balance Sheets for the period 2013 to 2017.
- ☒ Federal tax returns for the years or fiscal period 2013 to 2016.
- ☒ Sales Tax Returns for the years 2015 to 2017.
- ☐ If included in the purchase, a list of aging of Account Receivables to be included (check one) ☐ YES ☒ NO.

Other documents requested to complete independent investigation by Buyer include the following:

See Attached document request item #1A

Buyer hereby acknowledges that he/she has received the following documents as of the date of the signing of this Agreement: FF&E list

35. ☐ BUYER'S WAIVER: Buyer elects **NOT** to request any financial records from Seller BUYER'S INITIALS XX XX

36. CONTINGENCIES: This purchase is contingent upon the following checked items only:

- ☒ Buyer obtaining financing. Buyer will provide Seller with a loan commitment within 45 days after acceptance of this offer. Buyer hereby authorizes lender to provide information and documentation to the Seller and FCBB-101 regarding the status of such loan request.
- ☒ Buyer applying for and approval of the following available licenses and/or permits that are required to operate the Business (including Business Licenses): Liquor License

Buyer will apply for such licenses/permits within days of Seller's acceptance of this Offer OR within days of the execution of the Due Diligence Release. This contingency does NOT include or apply to licenses and permits that are issued **ONLY** after the close of escrow.

Other Terms, Conditions and Contingencies:

- ☒ Buyer is entitled to a full refund of the earnest money deposit in the event he withdraws from the Asset Purchase Agreement during his due diligence period
- ☐ for any reason.

37. ☒ SEE ATTACHED ADDENDUM TO THIS AGREEMENT # 1A

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30. **BUYER'S AND SELLER'S ASSUMPTION DUTIES:** If Buyer is to assume any existing encumbrance, advertising, service or contractual agreements, loan or equipment lease(s), then Seller will, prior to closing this sale, provide the Buyer and FCBB-101 with all details of the encumbrances, including copies of service agreements, lease agreements, loans, balance owing and payment schedules. If Buyer is to assume any lease and/or loan, the Buyer agrees to immediately make application to assume such leases and/or loans. Buyer will not assume any liabilities except those listed here or elsewhere in this Agreement or attachment.

Buyer agrees to hold Seller harmless and indemnify Seller in the event that any Buyer assumed encumbrance, note or liability is unpaid and payments are demanded from Seller.

39. **INDEMNIFICATION AND TAXES:** Seller agrees to hold harmless, indemnify and save Buyer from and against all debts, claims, actions or causes of action, losses, damages (including legal fees and disbursements) now existing or that may arise from or grow out of Seller's past operation and ownership of the Business or the assets related thereto, either directly or indirectly. Buyer will have the right to offset any debts or obligations incurred by Seller relating to the operation of the Business which have been paid by Buyer against any monies owed by Buyer to Seller. Buyer will give Seller reasonable notice that Buyer intends to deduct said payments made from Buyer's payment to Seller from any existing Seller Carry Note. Buyer agrees to indemnify, defend and hold Seller harmless from any debts or legal actions against Seller that Buyer incurs as a result of Buyer purchasing the Named Business. Seller further agrees to hold Buyer harmless, defend and to reimburse Buyer for any Successors Liability regardless of any State Law or Regulation to the contrary. Seller expressly agrees that Seller is responsible for any unpaid taxes owing to any governmental agency including any taxes that were either not collected or not billed at the completion of the sale, transfer and/or the closing of the escrow and Seller personally guarantees payment of same. Seller warrants that he/she and the Business are not in default to any taxing agency unless noted. If required by any law or regulation, Buyer or Seller shall pay any sales or use tax payable as a result of the sale and if required shall deliver to Escrow Holder any clearance documents available from the appropriate Taxation Agency.

40. **TITLE:** Upon receipt of the agreed upon purchase price and terms Seller warrants and will deliver to Buyer good and marketable title to the assets and the Business, free and clear of all liens and encumbrance except for any encumbrance that is to be assumed or taken subject to. Unless stated, all encumbrances on the business assets will be paid in full by Seller on or before the closing.

41. **POSSESSION/BUSINESS OPERATION DOCUMENTS:** Possession of the Business will be given to Buyer upon the closing of the transaction or escrow. Seller shall deliver to Buyer the Business with entrance keys, alarm codes and necessary passwords for all computer and web sites etc. At or prior to the closing of this sale, Seller will deliver to Buyer all employee and customer records and all other documents and information pertinent to the operation of the Business. These records will include originals or copies of all documents necessary to conduct business with suppliers and customers/vendors of the Business.

42. **CLOSING DOCUMENTS:** Seller will deliver to Buyer at the closing any Transfer of Land documents, Bill of Sale, Assignment of Lease and such other documents (including evidence of corporate authority), as reasonably required by Buyer in connection with this sale. Buyer and Seller agree on or prior to closing to execute and deliver to FCBB-101 a valid and binding release and indemnification for FCBB-101.

43. **LOSS/DAMAGE:** Any loss or damage to the Business premises, or any of the improvements, systems, equipment or other assets included in this sale at any time prior to the closing of this sale, the risk will lie upon the Seller. If destruction or material damage occurs prior to the close of escrow, then upon demand of Buyer, any deposit made by Buyer shall be returned forthwith and this Agreement shall be terminated. Immediately from and after the closing of escrow all risk or loss of damage will be upon Buyer.

44. **SURVIVAL:** All warranties, representations and covenants will be repeated on the closing date and will not merge but will survive the closing of this sale.

45. **EXCLUDED ASSETS:** No assets are to be excluded from the sale except as provided in any attached Schedule. Buyer may, at Buyer's option and cost, photograph or video the Business equipment and inventory after acceptance of this Agreement.

46. **FAMILIARIZATION & TRAINING:** Seller or Seller's designated employee/person, without additional compensation, ☒ WILL ☐ WILL NOT train, consult, familiarize and acquaint Buyer with all material aspects of the Business from the date of closing of this sale for a period of 2 Weeks during normal business hours. If the

named Business is a Franchise, Seller agrees to train Buyer in addition to any formal training provided by a Franchisor. Seller shall not be responsible for training Buyer in the basics of operating a business of the type being purchased pursuant to this Agreement, but only to alert Buyer to the nuances, as determined by Seller, of operating this type of business. In the event that Seller agrees to provide familiarization to Buyer, Buyer agrees, affirms and understands that FCBB-101 has no authority, responsibility, or liability to ensure that Buyer receives adequate or sufficient familiarization, or any familiarization at all. If Buyer is not familiar with the type of Business being purchased, then Buyer is advised to seek additional training from other sources.

47. **PERSONAL GUARANTEES/TIME IS OF THE ESSENCE:** Buyer and Seller personally guarantee performance of this Agreement, and any Seller Carry Back Note and financing arrangement as set forth and all addendums or amendments to this Agreement. If Seller and/or Buyer is a corporate entity, Seller and Buyer agree that all officers, directors and/or members of the corporate entity, currently or in the future, personally guarantee performance of this Agreement, Seller Carry Note, all financing arrangements and/or addendum or amendment to this Agreement. Buyer and Seller agree that time will be of the essence in the completion of this Agreement.

48. **FRANCHISE:** If the Business named herein is a Franchise, Buyer agrees to immediately apply for and obtain Franchisor approval to purchase the franchise. Buyer agrees to attend the next available franchise training offered by the Franchisor. Unless otherwise stated, the cost of the Franchise training (if any) and Franchise transfer fees will be the responsibility of Buyer. ("Franchise Addendum" is attached and made a part of this Agreement).

49. **NO LITIGATION, VIOLATIONS OR DISPUTES:** Seller warrants to Buyer that there is no litigation, no violations, no formal notices, no investigations, no disputes or proceedings pending to Seller's knowledge against or relating to the Business or the sold assets (except as disclosed to Buyer in written form), nor does Seller know or have reasonable grounds to know of any basis of any such action or governmental investigation relative to the Business or other

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sold assets. Seller warrants to Buyer that there is no default under any contract to be assumed by Buyer. If prior to close of escrow, Seller receives or becomes aware of such notices, Seller will immediately inform Buyer in writing. Buyer and Seller each warrant that they have not withheld any information, either directly or indirectly, that would materially affect their ability to close this transaction, as per this Agreement.

50. COVENANT NOT TO COMPETE: As a material part of the consideration of this Agreement, Seller and All Principal Owners of "The Business Named in this Agreement", agree not to compete, directly nor indirectly in any manner, nor engage in The Same Type or Similar Business that is Being Sold, nor aid nor assist anyone else, except Buyer, to do so. Seller agrees NOT to interfere with Buyer's business operation nor solicit in any manner any employee, any account of the Business, nor have any interests, directly or indirectly, in such a business, except as an employee of Buyer, for a period of: Four (4) consecutive years and not within Fifteen (15) miles from the current location of the Business from the date of closing of this sale.)

OR not within: _____ location (except where exempted by a Franchise Agreement) so long as Buyer or Buyer's successor-in-interest is operating the Business in the said area. This paragraph shall not apply to other existing like/kind businesses already owned and/or operating by Seller.

51. AUTHORITY: Buyer and Seller each warrant to the other that they respectively have the full power and authority to enter into this Agreement, are not under the jurisdiction of a Federal Bankruptcy Court and able to complete the transaction described herein and no contract or agreement to which either Buyer or Seller is party to prevent either of them from completing the transaction described herein nor is the consent of any government authority or third party required.

52. CONSTRUCTION: In constructing this Agreement, all headings and titles are for convenience only and shall not affect the meaning or interpretation of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. Any uncertainty or ambiguity existing in it shall not be interpreted against any party including FCBB-101, but rather shall be interpreted according to the rules generally governing the interpretation of contracts. If this Agreement contains any errors, omissions, transpositions, typographical or other errors, its author and FCBB-101 shall be held harmless by all parties. No representation is made as to the legal validity or adequacy of any provision or tax consequences thereof.

53. COUNTERPARTS: This agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Electronic and Facsimile signatures may be accepted as original.

54. JURISDICTION GOVERNING LAW & SEVERABILITY: Any litigation or disputes concerning this Agreement, its construction, terms and performance will be governed by and interpreted and enforced within the Courts of the County and State where the FCBB-101 office is located. Buyer and Seller irrevocably waive their rights to change this jurisdiction even if this waiver conflicts with other State laws. In the event that any of the provision, or portions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or Arbitrator, the validity of the remaining provisions, or portions thereof, will not be affected thereby and effect will be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid. In the event of litigation arising from this agreement or the purchase/sale of the named business, Buyer and Seller hereby agree to waive any and all rights to a jury trial. In any action brought by the Seller and/or the Buyer against each other to enforce any rights arising under this Agreement, the party prevailing in such action will be entitled to recover its legal fees and disbursements and will also be entitled to all costs, expenses and legal fees and disbursements to be expended in collecting the amounts owing.

55. NOTICES: All notices or other communications regarding this Agreement will be delivered to the address, fax number and/or email address of Buyer and Seller on file in the offices of FCBB-101 and copies will concurrently be delivered to FCBB-101 at its business address.

56. ENTIRE AGREEMENT: This Agreement, Counter Offers, Amendments and any Addenda constitute the entire Agreement and understanding of the parties regarding its subject matter and cannot be modified except in writing executed by all parties and supersedes all previous Purchase Agreements between the Buyer and Seller. There are no expressed or implied warranties, representations or covenants relating to this transaction except as expressly set forth or incorporated herein. Any representations which are not in writing and part of this Agreement will not be binding upon the parties. All parties agree that in the event of any conflict between this Agreement and any other documents relating to this transaction, this Agreement shall be the controlling document.

57. RECEIPT OF THIS AGREEMENT: Buyer and Seller each acknowledge having fully read and understood and having received a true copy of this document.

58. ADVICE AND RISK: Buyer and Seller certify that neither FCBB-101 nor FCBB-101's agents have expressed any legal, financial, tax liability or other opinion arising from the sale of the assets of the Business. By the signing of this Agreement, Buyer and Seller each warrant to FCBB-101 that they have been counseled by competent counsel and have obtained and relied upon their own legal and accounting advice and that FCBB-101 and FCBB-101's agents and officers will not be further concerned with same. Buyer confirms that upon entering into this Agreement, Buyer has been made aware and understands the inherent risks involved in the purchasing of a business and lack of guarantees and agrees that Seller cannot guarantee the success of Buyer's method of operating the Business. Buyer understands that the success of the Business being purchased, of which Seller has no control, is dependent upon Buyer's skills in operating the Business and not just the past performance of the Seller. **BUYER AND SELLER ARE STRONGLY ADVISED TO CONSULT APPROPRIATE LEGAL, TAX ACCOUNTING OR OTHER PROFESSIONALS REGARDING THIS AGREEMENT.**

59. MUTUAL CONFIDENTIALITY: Both Buyer and Seller agree that this Agreement is confidential and agree that its terms and conditions will not be revealed other than to their advisors and counsel or if required by any applicable law, code or regulation.

60. ASSET ALLOCATION: Asset allocation will be determined jointly by Buyer and Seller outside of the closing of this transaction or as required by any State or Federal Regulation. The determination of asset allocation is NOT a condition precedent, condition subsequent or a contingency upon which formation of a legally binding and enforceable Agreement is based or a contingency of this Agreement or any right FCBB-101 has to its Commission

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hereunder. Buyer and Seller agree that they have formed a binding legal contract with execution of this Agreement regardless of whether the parties agree on future asset allocation.

61. REPRESENTATION: Buyer warrants and agrees that unless otherwise stated in this Agreement, First Choice Business Brokers Las Vegas 101 ("Broker") is the sole procuring cause in this transaction and Buyer further warrants and agrees that if another broker makes any claim for Buyer representation and part of the commission in this transaction, then it will be the sole responsibility of Buyer to satisfy such claim separate and apart from this transaction. Seller is responsible for payment of commissions to First Choice Business Brokers Las Vegas 101, unless otherwise provided herein.

CONFIRMATION OF REPRESENTATION: The Broker and agents in this transaction are:

Buyer's Agent(s) Printed Name(s):

Philip V. Neuenswander

Buyer's Broker, Company Name & Address:

Seller's Agent(s) Printed Name(s):

Philip V. Neuenswander

Seller's Broker, Company Name & Address:

Jeffrey Nynan, Broker, First Choice Business Brokers Las Vegas 101, 5420 W. Sahara, # 200, Las Vegas, NV 89146.

Buyer and Seller acknowledge that FCBB-101's representation terminates at the time and date of closing (Business Transfer), regardless of Buyer and Seller's post-closing obligations.

62. BENEFICIARY/COMMISSIONS: Buyer herein requires, and Seller agrees, as an express condition of this Agreement, that Seller will pay FCBB-101 that a certain sum or percentage of the Purchase Price (Commission as defined in the Listing or Commission Agreement dated 10-9-17 incorporated herein by reference), pursuant to the terms of the Listing or Commission Agreement executed by and between the Seller and FCBB-101 and FCBB-101's respective agents which is fully earned upon acceptance of this agreement. Buyer and Seller expressly agree and identify Las Vegas 101 Inc. aka First Choice Business Brokers Las Vegas 101 (referred to as "FCBB-101" herein), as the sole broker to this Agreement (unless otherwise stated), and an express third party beneficiary only in regards to matters connected with the payment of the Commission. Seller further agrees to pay FCBB-101 the Listing Commission as agreed to in said Listing or Commission Agreement. Buyer and Seller agree that no changes shall be made by Buyer, Seller or the Escrow Holder with respect to time of payment, amount of payment or the conditions for payment of FCBB-101's Commission without the written consent of FCBB-101. Buyer and Seller have agreed that FCBB-101, its agents, licensees, employees, officers, franchisees, and directors' liability under this Agreement and relating to this entire business listing and sale transaction is expressly limited to fifty percent (50%) of the actual Commission received by FCBB-101. FCBB-101's liability is not limited to, but includes errors, omissions, negligence, and any violations of common law or statutory code. Buyer acknowledges that Buyer has executed the FCBB-101 Buyer Confidentiality, Non-Disclosure Acknowledgment and Agreement dated 12-22-17 which is incorporated into this Agreement by reference.

63. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) FCBB-101 has made no representation concerning the applicability of any such law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) FCBB-101 has not made representation concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business.

64. EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT: This Business is sold in compliance with Federal, State and local anti-discrimination laws. The Americans with Disabilities Act "ADA" prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Business is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal of this transaction.

65. SELLER'S ACKNOWLEDGMENT: Seller acknowledges that FCBB-101 has made no representations of the Buyer concerning the history, net worth, financial representations, creditworthiness, ability to repay any Seller Financing or ability of the Buyer to complete this transaction or of Buyer's ability to operate the Business. Seller agrees to rely solely on Buyer's representation to Seller and FCBB-101.

66. CLOSING DATE: The closing date for this transaction will be on the 30 day of MARCH, 2018 or such other date as the parties may later mutually have agreed upon in writing. Buyer and Seller agree that "Time is of the Essence" and hereby agree in a timely manner to execute any and all documents necessary to effect a closing of this transaction on the closing date. If the transaction is dependent upon a third party approval or completion of a contingency (for example but not limited to: Landlord approval, Licensing Authority, US Immigration Visa approval, Franchisor and/or lender documentation and funding, Lenderholder Satisfaction etc.), which cause a delay in the closing of the transaction, then without further written instruction the closing date will be automatically extended whereby the transaction will close within three (3) business days of escrow receiving written approval and/or satisfaction of such contingencies that are customary or reasonable with reference to the specific contingency. If the designated closing date is a weekend or holiday, then the closing shall be on the next business day.

67. EXPIRATION OF OFFER: Buyer's offer will be open for the Seller's acceptance only:

UNTIL the hour of 5:00 PM on the 30TH day of STAN, 2018.

68. BINDING EFFECT: This is a LEGALLY BINDING AGREEMENT Upon execution by Buyer and Seller, this Agreement will be absolutely binding and fully enforceable upon the parties and will bind and inure to the benefit of their successors, assigns, personal representatives, heirs and legatees of the parties hereto. Please read it carefully before signing. If you do not fully understand it, legal and financial advice should be obtained before signing. Buyer and Seller have relied on their own judgment in entering into this Agreement and NOT the information and statements of FCBB-101, its agents or officers. Upon Seller's Acceptance, Buyer and Seller agree to be bound by each provision of this Agreement, and all signed addenda, disclosures and acknowledgments if any.

Buyer's Initials

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Seller's Initials

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09. Buyer and Seller understand and irrevocably agree that Las Vegas 101 Inc. dba First Choice Business Brokers Las Vegas 101 is an independently owned and operated Franchisee and that the Franchisor (First Choice Business Brokers Inc.) is NOT involved in this Transaction or any Agreements.

An Agent may not sign for any party to this Agreement unless Buyer and/or Seller have executed a Power of Attorney permitting this action.

Dated this 25 day of Jan, 2018 at 1:00 ☐ AM ☒ PM, Time Zone PST

Angel Soto

Buyer's Printed Name

Buyer's Printed Name

Signature

Signature

285 Apple Seed Henderson, NV 89014.

Home Address

City

State

Zip

FIRST CHOICE BUSINESS BROKERS LAS VEGAS 101

FCBB-101 Duly Authorized Agent Signature

Philip V. Neuenswander

Agent Printed Name

70. SELLER'S RESPONSE (Check one only).

According to Nevada Administrative Code: 645.632, Seller is required By Law to respond in any event (Check one only).

☒ COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached COUNTER OFFER #1 dated: 1-31-18

☐ REJECTION: As required under NAC 645.632, Seller hereby informs Buyer the offer presented herein is NOT accepted.

Seller's rejection signature(s): _____

☐ ACCEPTANCE: We the Seller(s) accept this Asset Purchase Agreement in its entirety and agree to sell the assets of the Named Business in accordance with all the terms and conditions stated herein without exception.

SELLER'S ACCEPTANCE & AGREEMENT

ALL TERMS, CONDITIONS WARRANTIES AND REPRESENTATIONS ARE HEREBY APPROVED AND ACCEPTED, (Contingent only upon those items expressly set forth in this Agreement).

Dated and Accepted on this 2 day of Feb, 2018 at 10:00 ☐ AM ☒ PM, Time Zone _____

Jack Gaal

Seller's Printed Name

Managing Member

Seller's Printed Name

Signature

Signature

Home Address

City

State

Zip

FIRST CHOICE BUSINESS BROKERS LAS VEGAS 101

FCBB-101 Duly Authorized Agent Signature

Philip V. Neuenswander

Agent Printed Name

An Agent may not sign for any party to this Agreement unless Buyer and/or Seller have executed a Power of Attorney permitting this action. Should this Agreement be transmitted electronically or by any other method and if any original part or portion of this Agreement is offered WITHOUT the personal written approval and consent of FCBB-101, then First Choice Business Brokers Las Vegas 101 shall have the option and right NOT to present the offer to the Seller. WARNING: This form is protected under the Copyright laws of the United States and any duplication, unauthorized use of any part or whole of this Agreement without the prior written consent of First Choice Business Brokers Las Vegas 101 will subject the user to legal action including a suit for copyright violation, infringement and damages.

Buyer's Initials

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Seller's Initials

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Exhibit 8

ANGEL Q SOTO
818 SAVITT PL
UNION, NJ 07083-0710

3583

09-33/12 343
2001

January 15, 2018
Date

Pay To The
Order Of

Accelerated Escrow

\$ 30,000.00

Thirty Thousand exactly

Dollars



Bank of America

ACH RPT 021200339

For

Tech. Plaza Bar and Grill

⑆021200339⑆ 000077635788⑈3583

Marked Check

Exhibit 10



First Choice Business Brokers Las Vegas 101
5420 W. Sahara, Suite 200 Las Vegas, NV 89146
Office: 702-368-2500 FAX: 702-368-3173

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT-NV(101)

Business Name: Jack's Place including Real Estate ("Business")
Address: 544 Nevada Highway
City: Boulder City State: NV Zip: 89005
Cross Streets/Directions: Downtown Boulder City
Seller: Jack Gaal Managing Member Jacks Place Bar and Grill, LLC ("Seller")
Business Description: Top Rated Sports Bar and Grill
Business Phone: 702-293-2200 Call Phone: 702-234-7260 Fax:
Email: Web Site: jacksplacebc.com

1. ASKING PRICE: \$ 1,200,000

2. TERMS: ☒ Seller agrees to accept Cash Only. ☐ Seller agrees to accept \$ 1,200,000 cash down payment and the balance of the Purchase Price on a note for a period of months at % Interest per annum, secured by the assets of the Business.
☐ Seller Will Consider All Offers

3. ☐ No Financial Information Provided Sale (Assets Only). The income of the business will not be a consideration therefore NO financial documents will be provided.

4. LISTING PERIOD: In consideration of the mutual promises contained herein and of the services and inclusion of the Business Listings offered by First Choice Business Brokers Las Vegas 101 (FCBB-101), Seller (whether one or more) hereby appoints FCBB-101 as Seller's agent and grants to FCBB-101 the sole, exclusive and irrevocable right to sell, exchange, lease or otherwise dispose of the Business, its assets, ownership, rights and property or any portion thereof and the term "Business" as used herein will be deemed to refer to all or any portion thereof. The Listing Period shall extend from 10-9-17 for a period of Twelve (12) months ending on midnight PST on 10-10-18 regardless of the dates this Agreement is executed by the parties, (Referred to as the "Listing Period" in Definitions of Terms), for the Asking Price and Terms as listed above or such lesser price and terms as are acceptable to Seller. In exchange for this exclusive listing by Seller, FCBB-101 will endeavor to effect such sale, exchange, lease or other Disposition of the Business during the Listing Period. FCBB-101 shall have the right to terminate this Agreement at any time with or without cause, by giving Seller written notice, however such termination shall not limit FCBB-101's right to collect commissions earned or owing. Any failure by FCBB-101 to enforce its rights will not be considered as a waiver of its right to enforce or exercise its rights at any time in the future.

5. CONTINUATION: By signing this Agreement, Seller agrees if, within thirty six months (36) from the date of the expiration of this Agreement (or extension thereof), a Disposition of the Business occurs by Seller, to any party, directly or indirectly (or to any Connected or Associated party), to whom the Business has been shown, discussed, divulged or with whom negotiations have transpired concerning the availability of the Business during the "Listing Period", or any extension thereof, then FCBB-101 will have earned and immediately become entitled to the same fee payable under this contract. Seller agrees that any Change Order, Addendum or Amendment signed by the Seller and FCBB-101 shall act as a valid change to this Agreement.

6. FEES: Seller agrees that if during the Listing Period, or any extension thereof, a Disposition of the Business or a completion of a Transaction occurs, irrespective of whether such Disposition is a result of the efforts of the FCBB-101 or FCBB-101's Agents, and irrespective of whether FCBB-101 is the procuring cause of the sale, then FCBB-101 will immediately have earned and become entitled to a Commission of \$15,000.00 or 12 1/2 % of the Transacted Value, whichever is greater which will immediately be earned and payable. Seller will immediately pay this Commission to FCBB-101 without demand. Seller agrees and understands that in addition to FCBB-101 being entitled to its Commission upon a Disposition of the Business, FCBB-101 shall be released from any further duties and obligations to the Seller under this Agreement. If Seller agrees to finance a portion of the Purchase for the Buyer, then FCBB-101's fee shall be payable in full regardless of the amount of actual funds received by Seller.

7. TRANSACTED VALUE & ADJUSTMENTS: The total consideration for the Transacted Value includes all amounts of money or other consideration (in whatever form), paid to or conveyed to Seller (or retained by Seller) or for Seller's benefit. Should Seller agree to receive a salary or compensation in lieu of the Purchase Price or sell any portion of the inventory or the Accounts Receivable to the Buyer and reduce the Selling Price by such action, then the Selling Price, for the purpose of calculating FCBB-101's Fee will be based upon the Sales Price prior to the reduction or the Asking Price, whichever is higher.

8. WHEN FEES ARE OWED: All Fees owed to FCBB-101, regardless of whether it is owed for the sale of the Business, land, improvements on the land or for leasing arrangements, will be fully earned at the time of acceptance by Seller of any type of Purchase Agreement. Payment is due to FCBB-101 without demand upon the earlier of (1) The Closing of the Transaction; (2) upon the occurrence of a Disposition of the Business; (3) upon Buyer's possession of the property (4) upon transfer of the Business. Seller agrees to immediately instruct the Closing Entity to immediately disburse to FCBB-101 its full Fee based upon the Asking Price (if the purchase price is not available). Seller agrees to pay Seller's portion of the Closing Entity fees for closing the transaction which includes, but is not limited to, UCC Search fees, transfer fees and FCBB-101's Sellers' Document Storage Fee of \$400.00. Seller, irrevocably assigns to FCBB-101 out of all monies now or which may become due and payable to Seller by virtue of the Disposition of the Business an amount equal to FCBB-101's Fee due under this Agreement and hereby instructs the Closing Entity to pay FCBB-101 Fees as a condition precedent of closing and irrevocably orders the Closing Entity to pay to FCBB-101, as the first item of closing, said amount of the Fee from Seller's proceeds.

In the absence of a formal closing, Seller agrees to immediately pay the Fee directly to FCBB-101. Seller hereby authorizes Buyer, upon demand of FCBB-101, to pay such Fee directly from any amounts owed to Seller, to FCBB-101 at the earlier of (1) property transfer; (2) upon Buyer possession of the property or (3) upon Disposition of the Business. Should Seller conspire, attempt or complete a transaction with a Buyer whereby the fee owed to FCBB-101 has not been paid, the penalty for such circumvention shall be of twenty five percent (25%) of the original fee OR \$15,000.00 whichever is higher in addition to the original fee as stated in this Agreement.

9. AUTHORITY TO DELIVER INFORMATION TO BUYERS: Seller authorizes FCBB-101 to require Buyers to sign a Confidentiality Agreement and to allow FCBB-101 to divulge and communicate in any manner to prospective Buyer(s) any of the information and data concerning the Business that FCBB-101 deems, in FCBB-101's sole discretion, reasonably necessary to effect sale of the Business, including but not limited to, contacting the landlord of the Business where the property is located. Seller hereby gives FCBB-101 the authorization to take interior and exterior photographs of the business for the purpose of FCBB-101 giving and/or showing said photographs to prospective purchasers of the Business. Seller hereby grants to FCBB-101 a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, including but not limited to video recording, photographs, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever. Seller represents and warrants to FCBB-101 that the Seller Listing Content and the license granted to FCBB-101 for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity and furthermore hold FCBB-101 and its agents harmless from all liability or claims incurred by FCBB-101 showing potential Buyers such information.

Seller's Initials

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Agent's Initials

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10. **MARKETING:** FCBB-101 agrees to market the business via its standard methods of promotion. FCBB-101 will adhere to industry standards for ethical and legal representation of the Business. Seller agrees that FCBB-101 shall exclusively determine FCBB-101's marketing methods and shall not be required to place the Business information in any listing system. Seller agrees to not place any competing advertisement offering the Business for sale without the prior written approval from FCBB-101. FCBB-101 agrees to use reasonable care in the marketing of the Business and will (in FCBB-101's discretion), introduce Buyers to the Business. Seller agrees that if Seller has offered to finance a portion of the purchase price, then FCBB-101 may advertise such terms. Unless specifically barred by the Seller, FCBB-101 may divulge Seller's reason for selling to a Buyer. FCBB-101 shall NOT be required to cooperate with other Brokers. However, if FCBB-101 does cooperate with other Brokers, then FCBB-101 may divide the Fee with the cooperating Broker in any manner acceptable to FCBB-101. Seller acknowledges that any terms or offers of cooperative compensation are between the brokers and are not negotiable between the Seller and the Buyer.

11. **DUTIES OF THE SELLER AND REQUIRED DOCUMENTATION:** Within ten (10) business days of the date of this Agreement, Seller agrees to provide FCBB-101 the following documents: Complete lists of all equipment, vehicles and other assets to be included or excluded in the sale; The prior 3 year and latest Interim Income and Expense Statements, the Balance Sheets and Tax Statements of the Business; Copies of all equipment rentals and leases; copies of all patents, licenses, loan documents, contracts or agreements of whatever form; All agreements relating to employee benefits and/or stock option plans; Seller's Disclosure Statement and any necessary environmental reports as required. Copies of all other documents needed to present a fair and accurate description of the Business to Buyers and;

Seller agrees to provide updates and any relevant documentation during the Listing Period where any material change has occurred. Seller also agrees to provide the Buyer with any and all requested documentation within an agreed upon time period between the Seller and the Buyer set forth in a Purchase Agreement that has been entered into between the parties. The Fee, based upon the accepted Purchase Agreement amount, will be owed to FCBB if the Seller fails to deliver documents in the agreed upon time period, whether or not such action also constitutes a default or material breach of the Purchase Agreement by Seller. Seller authorizes FCBB to communicate with the Seller or the Seller's designated person by any means possible. Seller agrees to furnish FCBB and Buyer with all requested "Business" related financial and property rental documents and equipment lists after mutual acceptance of a written Purchase Offer within the agreed upon time period for the Buyer's due diligence.

Seller agrees to immediately provide FCBB-101 with the name and contact information of any Buyer or potential Buyer who directly or indirectly contacts Seller during the Listing Period and any extension thereof. Seller agrees that these contacts are deemed to be the property of FCBB-101.

12. **INVENTORY/RECEIVABLES:** The approximate amount of inventory at Seller's cost of the Business is: \$ 20,000 ☒ are Included ☐ are not Included in the asking price. The amount of Accounts Receivables included in the Asking Price of the Business (less than ninety (90) days old) is \$ N/A. Adjustments may be made to the purchase price to reflect changes in the actual amounts at the time of the closing of the sale.

13. **FCBB-101's ENTITLEMENT TO ITS FEE:** Seller agrees that in addition to FCBB-101 being entitled to its Fee upon a Disposition of the Business, FCBB-101 shall be entitled to its Fee (based upon the Asking Price), and released from any further duties and obligations under this Agreement if any of the following occur, which will be considered a material breach of the Agreement:

A. Seller materially misrepresents filed or non-filed tax reports, the licenses or permits held or issued to Seller, business income, expenses or description that are untrue and such representations of the Business cannot be verified by a willing Buyer thereby causing the Buyer to withdraw from the purchase;

B. Seller enters into, with a Potential Purchaser a Purchase Agreement, Management Agreement or other contract for Disposition of the Business, accepts a deposit, exchanges contracts, completes a Transaction without the written notification to FCBB-101 regardless of the amount, terms and conditions accepted by Seller or if Seller enters into a Purchase Agreement or other contract for Disposition of the Business that DOES NOT contain such an express provision wherein the parties thereto acknowledge that FCBB-101 is the procuring cause of the Purchase Agreement and where FCBB-101 is the express third party beneficiary of the Purchase Agreement;

C. Seller fails to abide by the terms of this Agreement and/or fails or refuses or fails to co-operate with the Buyer's due diligence under the terms of any Purchase Agreement, and/or fails or refuses to deliver Buyer's requested documents within the requested time period to facilitate a Disposition of the Business, thereby causing a default under the terms of the Purchase Agreement and/or this Agreement preventing the Buyer to complete the purchase of the Business; Seller fails or refuses to complete a sale, lease or lease assignment, license transfer, trade or other disposition of all or any part of the Business, membership interests, limited or general partnership interests, or of any other form of interest or ownership of the Business after entering into a written Purchase Agreement to do so; Seller refuses an offer to purchase presented by FCBB from a Buyer who is ready, willing and able to purchase the Business at the Asking price or any other price or value previously agreed to in writing and communicated to FCBB as acceptable to Seller.

14. **FCBB-101's SECURITY FOR COMMISSIONS:** Seller hereby grants FCBB-101 a security interest in and over the assets of the Business for the amount of the total Commission. The provisions contained in this paragraph shall act as the security agreement between Seller as debtor and FCBB-101 as secured party with no additional security instrument required to be filed. Seller grants FCBB-101 permission to file a UCC-1 form to perfect such security interest. FCBB-101 shall release its security interest upon payment of its Commission or the expiration of this Agreement and any extensions thereto provided Seller is not in default under this Agreement or Purchase Agreement for the Business.

15. **NO INVESTIGATION BY FCBB-101 OF BUYER:** Seller, agrees and understands that FCBB-101 has no duty to, is not required to, and will not make an independent investigation or verify any representation as to a Buyer's creditworthiness, promises, representations, business experience, content of Buyer's credit report, financial condition, Buyer's ability to complete the transaction, pay any Seller Financed Note or financial documents provided by Buyer to establish the creditworthiness of Buyer. Seller agrees that the decision to extend credit or financing to the Buyer is solely the decision of the Seller. Seller agrees to look only to Buyer for relief and to indemnify and shall defend and hold FCBB-101 harmless in connection with any damage caused to Seller by Buyer's failure to pay any Seller Financing, misrepresentations made by Buyer as to Buyer's creditworthiness, business experience and/or financial condition. Seller agrees not to disclose Buyer's confidential information that would be to the detriment of Buyer.

16. **NO VIOLATIONS BY SELLER:** Seller warrants that Seller is not the subject of any investigation by any governmental group, non-governmental group or agency and is not in violation of any Licensing Authority or any City, County, State or Federal Act, Code, Regulation or law and has the correct zoning and licenses for the lawful operation of the Business. Seller further warrants that Seller is not delinquent in their taxes, charges, fees or property rent unless so stated in the "Confidential Business Questionnaire and/or Seller Certification". Seller agrees that Seller is now and will remain in full compliance with all laws, rules and regulations regarding the operation and sale of the Business of the type described in this Agreement and attachments, and that such compliance will not be affected by the sale or transfer of the Business. Seller has at this time and a continuing duty to disclose ALL material facts regarding the Business and agrees to promptly notify FCBB-101, in writing, of any material changes that might affect the operation or value of the Business, or might affect any representations made to Buyer or any potential Buyer regarding the operation or value of the Business.

17. **DISPOSITION OF LIQUIDATED DAMAGES:** In the event of Buyer's breach of a Purchase Agreement, all funds that are forfeited, agreed to (regardless of whether by a judicial order or not), and received by Seller as a settlement or as liquidated damages will be divided equally between FCBB-101 and Seller. The amount paid to FCBB-101 from these amounts will not exceed the amount of commission due to FCBB-101 under this Agreement.

18. **OTHER LOCATIONS AND SUBSEQUENT SALE OF REAL PROPERTY:** Seller agrees that if a Buyer is introduced to Seller by FCBB-101 and the Buyer enters into any Purchase Agreement, Franchise, investment, lease or any agreement that constitutes a Disposition of the introduced Business and/or property (real or personal), with Seller for other locations, property or businesses owned, leased or managed by Seller, then Seller agrees that FCBB-101 is the procuring cause and their agent in the transaction and Seller will pay, upon demand, to FCBB-101 the Commission as set forth in this agreement based upon the purchase price. If, within thirty six (36) months of the selling of the Business named in this Agreement to a Buyer, and a Disposition of the Business occurred (as defined within this Agreement), and subsequently Seller sells the real property where the Business is located to the Buyer of the Business, then Seller agrees that FCBB-101 is the sole procuring cause of the transaction and irrevocably agrees to pay a Commission to FCBB-101, based on the value of the transaction or real property sold (whichever is higher), without demand.

Seller's Initials JS

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Agent's Initials SM

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19. JURISDICTION-SEVERABILITY AND LITIGATION: Any litigation or dispute between the Seller and FCBB-101 arising from performance of this Agreement will be under the jurisdiction of the Court in Clark County in Nevada and Nevada Law will prevail. This Agreement will be governed by, construed and enforced under the laws of Nevada. All parties waive any conflicting State Jurisdiction laws. If, for any reason, any portion of this Agreement is deemed invalid, it shall be deemed severed from the Agreement and the rest shall be enforceable. In the event of any enforcement action and/or other litigation regarding this Agreement including the collection of FCBB-101's Fees, Seller agrees to reimburse FCBB-101 upon demand for all of FCBB-101's expenses, legal fees, court costs, other costs incurred by FCBB-101 in enforcing Seller's obligation to pay said fee. Seller agrees to pay interest on the unpaid Fee and collection costs at the rate of 18% per annum or the maximum rate allowed by state law from the date that the Fee was due until the date the payment is paid in full.

20. ENTIRE AGREEMENT AND UNDERSTANDING: This Agreement, the Confidential Business Questionnaire, Worksheets etc. and any Addenda constitute the entire Agreement and understanding of the Seller and FCBB-101 regarding its subject matter and supersede all previous Agreements and understandings between them. It cannot be modified except in writing and executed by the parties to this Agreement. There are no expressed or implied warranties, promises, representations or covenants relating to this transaction except as expressly set forth or incorporated herein. Any representations which are not in writing and part of this Agreement will not be binding upon the parties. This Agreement is binding upon Seller's heirs, successors, assignees, executors and administrators. Seller agrees that Seller has had the opportunity to amend or make changes to the terms of this Agreement including notification to FCBB-101 of Buyers who are exempted from the Agreement as noted in this Agreement. Seller expressly acknowledges reading, understanding and receiving a copy of this Agreement.

21. HOLD HARMLESS AND INDEMNIFICATION: In exchange and consideration for FCBB-101's willing endeavor to effect such sale, exchange, lease or other Disposition of the Business during the Listing Period, Seller, their legal representatives, officers, assigns and heirs, will never institute any action or suit at law or in equity against FCBB-101, its owners, officers, directors, agents or employees nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of service, expenses or compensation for or on account of any damage, loss or injury either to person, legal entity or property, resulting from any act known or unknown, past, present or future, arising out of the undersigned parties' sale or Disposition of the Business, the Purchase Agreement, or FCBB-101's representation of the Buyer and/or Seller arising out of this Listing Agreement. Seller, their legal representatives, officers, assigns and heirs, jointly and severally promise and agree to, indemnify, release from all liability, hold harmless and defend FCBB-101, its owners, officers, directors, employees and agents, from all costs, claims, damages, demands, judgments, attorney fees, expenses, obligations and liabilities of every kind which may be incurred by FCBB-101 in connection with or arising from the above noted Business, the Disposition of the Business, the purchase/sale transaction, the Purchase Agreement, all Amendments, all Addenda, this Agreement, the Evaluation Worksheets, the Confidential Business Questionnaire and FCBB-101's representation of anyone related to the Disposition of the Business. This indemnification and hold harmless provision includes, but is not limited to, FCBB-101's defense by the Seller, of any lawsuit or arbitration instituted by any party related to the purchase/sale or disposition of the Business, or their orders, assigns and heirs. This term and Agreement of Release by Seller is made based on mutual consideration between Seller and FCBB-101 as stated herein and/or based on a valid and recognized consideration: substitute of detrimental reliance: FCBB-101 hereby acknowledge that they have detrimentally relied upon this Release in entering into this Agreement, in endeavoring to effect a sale of the Business, and as acting as the sole conduit of communication between Buyer and Seller. Seller acknowledges that FCBB-101 would not act as an agent for Seller, nor in any way represent Seller in any manner whatsoever relating to any purchase/sale transaction without Seller's complete release, hold harmless Agreement, indemnification, non-reliance upon FCBB-101's representations or omissions, and any other promise and covenant contained in this Agreement. Seller authorizes FCBB-101 to use and store (electronically or by other means), all information regarding the Seller's business.

22. LIABILITY: FCBB-101's maximum adjudged liability, as well as the liability of any of its individual agents, members, independent contractors, and/or employees shall be limited to a maximum of Fifty (50%) of the Commissions received by FCBB-101 from a completed transaction, settlement, Purchase Agreement or other disposition of the named business. All parties to this Agreement irrevocably waive their rights to a trial by a jury in regards to raising any claim related to or arising from this Agreement or representation. FCBB-101 shall not be liable to or for Seller's loss of profits, goodwill, economic damage whether direct, indirect or consequential or any claims for Inconsequential compensation. Additionally, FCBB-101's liability is limited under Nevada Revised Statutes: 645.269, 645, 645.287 and 645.252 (4).

23. DETERMINATION OF PRICE: Seller acknowledges that the Asking Price is not a valuation of the Business, but is an indication of an asking price based solely upon the information provided by Seller. Seller warrants that Seller has solely and exclusively determined the Fair Market Value, the Asking Price and Listing Terms of the Business. Seller agrees that Seller may, in their sole discretion, accept a lower price or terms for the sale or other disposition of the Business, and that such lower price and terms are within the commercially reasonable range of businesses of this type that Seller has placed for sale and acceptance by Seller is a commercially reasonable decision considering Seller's own particular and unique circumstances.

24. EQUIPMENT CONDITION: Seller represents that all equipment and vehicles included in the Disposition of the Business and/or offered for sale and purchase under this Agreement will be delivered to the Buyer in good working condition, but is sold "As Is" unless otherwise disclosed to both any potential Buyer and FCBB-101 in writing.

25. TRAINING: At no cost to Buyer, Seller agrees to train Buyer in all relevant aspects of the Business for a period of: 2 weeks or whatever time period is agreed to with a Buyer.

26. AUTHORITY TO ENTER AGREEMENT AND PERSONAL GUARANTEES: Seller warrants that Seller or the natural person who has signed on behalf of the entity has the legal right, power and authority to enter into and perform this Agreement and warrants that Seller is not under the jurisdiction of any Bankruptcy Court. The natural person or persons who sign this Agreement personally guarantee performance of this Agreement and the payment to FCBB-101 of all Commissions due. If Seller is a corporate entity, Seller (evidenced by a corporate resolution that he/she has the authority to act on behalf of the corporation and its officers and directors) agrees that all officers, directors and/or members of the corporate entity, currently or in the future, personally guarantee performance of this Agreement.

27. RELATIONSHIP & ADVICE: At no time shall FCBB-101 nor its agents be considered employees of the Seller. FCBB-101, FCBB-101's agents will assist Seller to the extent requested by Seller in completing a preprinted Purchase Agreement and other related forms. Seller agrees that FCBB-101 and its agents have not, cannot and will not express or offer any legal, accounting, tax advice or any other opinion relating to any liability arising from this Agreement and/or a Disposition of the Business. Seller is strongly urged to seek and to rely on their own legal, financial and tax advisors prior to entering into this Agreement and throughout any transaction with the Buyer and/or dealings with FCBB-101.

28. REPRESENTATION: Seller specifically agrees that FCBB-101 and its agent are the agents of the Seller; however FCBB-101 may also represent potential Buyers. Seller acknowledges that they have been provided with and has signed the "Nevada Duties Owed" form. In the event any party to the Transaction is also represented by another Licensee who is affiliated with the same Company, FCBB-101 may assign a licensee to act for each party, respectively. If Licensee is Acting For More Than One Party In This Transaction, Seller will be provided a Nevada "Consent to Act" form for your review, consideration and approval or rejection. A Licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of both the Seller/Landlord and the Buyer/Tenant. A licensee who is acting for the Seller/Landlord exclusively is NOT representing the Buyer/Tenant and has NO duty to advocate or negotiate for the Buyer/Tenant. A licensee who is acting for the Buyer/Tenant exclusively is NOT representing the Seller/Landlord and has NO duty to advocate or negotiate for the Seller/Landlord. Unless amended, the Seller authorizes FCBB-101 to act as agent for both Seller and Buyer in any transaction related to the Disposition of the Business as set forth in the "Consent to Act."

29. REAL PROPERTY: The Commission payable to FCBB-101 on any included Real Property will be the same as set forth in Paragraph 6 herein. Terms of this Agreement regarding the sale of the Business will also apply to the sale of the Real Property. The following Real Property is included in this Agreement.

ADDRESS: 544 Nevada Way Boulder City Nevada 89005

PARCELS: 186-D9-110-102

THE REAL PROPERTY SALES PRICE IS \$ 700,000

(The sales price for the real property ☒ IS ☐ IS NOT included in the ASKING PRICE)

SELLERS INITIALS X X

Seller's Initials [Signature]

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Agent's Initials [Signature]

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30. LEASING COMMISSION: If real property owned by the Seller is leased to the Buyer, Seller agrees to pay to FCBB-101 a Commission of SIX (6%) percent of the Gross Rental for the entire duration of the lease or sixty (60) months whichever is longer.

31. SELLERS REPRESENTATIONS: Seller represents and warrants that the ANNUAL GROSS RECEIPTS/SALES of the BUSINESS is \$ 1,150,000 and the ANNUAL ADJUSTED NET PROFIT/TOTAL INCOME IS \$ 224,325

Seller further represents and warrants that all financial and other information furnished by the Seller or their representative, the information furnished by Seller in any Questionnaires or Worksheets and any other relevant documents or material furnished by Seller with respect to the assets, financial affairs, operations or profitability of the Business are accurate, and FCBB-101 may rely and has justifiably relied upon the accuracy thereof without independent investigation. Seller agrees that the "Confidential Business Questionnaire", all Worksheets and their contents attached are a part of this Agreement and are incorporated herein by reference.

32. COVENANT NOT TO COMPETE: As a material part of the consideration of this Agreement, the Seller and All Principal Owners of "The Business Named in this Agreement", agree not to compete, directly nor indirectly in any manner, nor engage in the SAME TYPE OR SIMILAR BUSINESS THAT IS BEING SOLD, nor aid nor assist anyone else, except for the Buyer. Seller further agrees not to solicit in any manner any employee, any account of the Business, nor to not have any interests, directly or indirectly, in such a business, except as an employee of the Buyer, for a period of 3 () consecutive years and not within 15 () miles from the current location of the Business from the date of closing of this sale,

OR

Not for a period of _____ () consecutive years and not within the certain location or vicinity described as: _____ (location or vicinity) (except where exempted by a Franchise Agreement) so long as the Buyer or Buyer's successor-in-interest is operating the Business in the said location or area. Seller agrees upon completion of the purchase transaction that Seller will NOT interfere with the Buyer's business operation. This covenant shall not apply to other existing like-kind businesses already owned and/or operating by the Seller.

33. PURCHASE AGREEMENTS: Seller agrees that in the event the Purchase Agreement entered into between Seller and a Buyer is not the Agreement provided by FCBB-101, then in such event, Seller shall cause such Purchase Agreement to contain the following provision: "Pursuant to the terms and conditions contained in that certain Exclusive Right To Sell Listing Agreement ("Listing Agreement") between the Seller and FCBB-101 whereby the Seller is obligated to pay to FCBB-101 a commission set forth in said Listing Agreement, said commission shall be paid concurrently with the close of the Purchase and Sale Transaction or Buyer's date of possession whichever is first, without demand".

34. DISPUTES-MEDIATION & ARBITRATION: Seller and FCBB-101 agree to mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction. Mediation shall be held prior to any court action or arbitration. Mediation shall be confidential and in accordance with applicable sections of Nevada laws. In the event that Seller and FCBB-101 are not able to agree on a mediator within thirty (30) days of the first Party seeking mediation, then the presiding judge of the Court of the County in which venue would lie for the filing of a complaint for relief in such dispute, shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediation is necessary, it shall be conducted in accordance with this paragraph. Should any Party attempt an arbitration or a court action before attempting to mediate, then that Party shall not be entitled to attorney fees that might be otherwise available to them in a court action or arbitration and the Party who is determined by the arbitrator or judge to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees shall be divided equally amongst the Parties to the dispute. In the event that mediation cannot resolve any dispute, the parties agree to enter into binding and conclusive arbitration. The right of appeal of any arbitration decision is hereby waived. Each party may be represented by legal counsel and will be responsible for their own legal fees. The Arbitration fees will be split equally between all participating parties. In the event of any disagreement or dispute regarding this Agreement or any transaction, FCBB-101 and Seller agree not to post directly or indirectly, any negative or disparaging comments on any social media and/or websites. Such postings will be considered a breach of this Agreement.

35. MISC & NOTICES: This Agreement has been provided by FCBB-101 as an accommodation to Seller and it shall be deemed to have been jointly prepared by both FCBB-101 and Seller. Any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party including FCBB-101, but rather shall be interpreted according to the rules generally governing the interpretation of contracts. By signing this Agreement Seller consents to receive telephone calls and transmissions sent from FCBB-101 to the phone or fax number and/or email address(es) set forth. All notices by any party to this Agreement shall be in writing and shall be deemed given when personally delivered or sent by Registered or Certified Mail, return receipt requested, postage prepaid, addressed to the respective party or parties at the addresses set forth in this Agreement. Seller agrees to allow FCBB-101 to announce that FCBB-101 facilitated the sale of the Business. Seller authorizes FCBB-101 to accept good faith money deposits on behalf of Seller and to issue receipts for such deposits. This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original. Should share certificates be issued as part of the purchase price, FCBB-101 may also accept such share certificates as a portion of the total fee. The share certificates will be issued to FCBB-101 as the same type, restrictions and price as Seller's share certificates.

36. ITEMS INCLUDED IN THE PURCHASE: With the exception of cash, or cash equivalents on deposit in any financial institution, and any assets specifically excluded, the following are included in this purchase, but not restricted to: Seller's information required by the Buyer to operate the business, all of the machinery, furniture, fixtures, leasehold improvements, transferable licenses and permits, business equipment, all customer/client lists (including all confidential and detailed information), any and all rights held by Seller in the Business Trade Name(s), fictitious business names, all Trademarks, all Patents, Logos, copyrights, intellectual rights, telephone numbers, fax telephone numbers, E-mail addresses, URL addresses, vendor lists, catalogs, goodwill, agreements not to compete, franchise agreements, distribution rights, employee lists and information, computer and customer software, links and passwords thereto, customer deposits and Web Sites of "The Business Named in this Agreement". Seller hereby waives any rights thereto, and will not, after the closing, make use of such names, addresses and telephone numbers, directly or indirectly. Seller will file the appropriate documents with the appropriate agencies to release the fictitious name to the Buyer. Seller warrants that Seller has ownership of these rights unless excluded in this Agreement.

37. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. Each party waives the necessity of providing the original copy of this Agreement to bind the other. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. The parties agree that any Change Order signed by FCBB-101 and Seller shall act as a valid written amendment to this Agreement.

38. SALE OF THE CORPORATION: Seller is informed that neither FCBB-101 nor its agents possess the required licenses to advertise, sell, procure investors or transfer the shares of the Sellers' corporation or corporate shares. Seller agrees that the intended purpose of this Agreement is to sell the Business as an Asset Purchase Sale, however in the event that an agreement is reached with a Buyer for the purchase/sale of the Business (whether verbal or written), as a "Stock Purchase Sale or Transfer" rather than as an Asset Purchase Sale, then the following will apply: Buyer and Seller will retain their own legal counsel to complete the Stock Purchase Agreement with no involvement by FCBB-101 and FCBB-101 will have no interest or concern with the transaction except as stated herein and this Agreement shall be the sole directive to Seller's legal counsel and cannot be modified without the written approval of FCBB-101. Upon such an Agreement between the Buyer and Seller, then one or either of the following will occur. The Seller's Agreement to Sell the above named Business will be terminated and the Seller agrees to pay to FCBB-101 a Termination Fee equal to the fee based upon Asking Price (to be paid prior to any Transfer of Ownership in the named Business), or the Buyer and Seller hereby agree that the purchase price for the Business be divided as follows: Ninety (90) percent of the purchase price will be allocated to an Asset Purchase Sale and Ten (10) percent of the purchase price will be allocated to a Stock Purchase Sale. FCBB-101's fee will be based SOLELY upon the Asset Purchase sale price with no fee to be paid to FCBB-101 on the Stock Purchase portion of the sale price. Seller hereby irrevocably warrants agreement to these terms and conditions. In the event that the Seller's name includes "corporation, LLC or Inc." Seller agrees and understands that the corporate entity is not being offered or advertised for sale.

Seller's Initials _____

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Agent's Initials _____

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39. **SERVICE PROVIDERS:** Seller agrees to hold FCBB-101 harmless for any acts performed by any referred service provider and Seller agrees that FCBB-101 does not guarantee the performance or quality of performance of such providers. Seller acknowledges that Providers may or may not compensate FCBB-101 for the referral.

40. **DEFINITIONS:** The following terms as used in this Agreement are defined as follows and are fully incorporated herein by express reference:

1. **BUYER:** The prospective purchaser(s) and/or their assigns, affiliates, legal representatives, owners, agents, and/or heirs who may enter into a Transaction that effects a Disposition of the Business or one who has expressed an interest in entering into such a Transaction, or one who has not yet expressed an interest but is a prospect for such a Transaction.
2. **CONNECTED OR ASSOCIATED PERSON(S) OF THE BUYER:** A Connected or Associated person of the Buyer is defined as any spouse, significant other, life partner, family member, subsidiary, parent or holding company, associated company, portion of a company, any shareholder in a company, partner in or member of a business, director, employee, contractor, consultant, professional advisor, agent or any other party acting upon the instructions of or with approval of the person or entity on behalf of a person, firm or company and shall include any or all of the above, whether before or after any merger, reconstruction, amalgamation, administration, receivership or voluntary arrangement or liquidation. This definition will also include all trusts and/or pension funds for the benefit of the Buyer or any affiliate of either and any other person in any form of trusteeship, fiduciary business or personal relationship with the Buyer or any of the Buyer's affiliates.
3. **FCBB-101:** First Choice Business Brokers Las Vegas 101 including, but not limited to, its agents, employees, independent contractors, officers, directors and owners.
4. **SELLER:** The Owners of the above named Business who are offering the above named Business for exclusive sale by and through FCBB-101. The term "Seller" also includes, but is not limited to, all principals, owners, shareholders, partners, officers and directors of the Business, executors and administrators.
5. **BUSINESS:** The business named within this Agreement which is offered for sale, which includes, but is not limited to real property, personal property, assets, and royalties, other businesses which are a part of the named business offered for sale by the Seller by and through this Agreement.
6. **TRANSACTION: A DISPOSITION OF THE BUSINESS:** The sale or other change of the ownership of the Business, whether or not through the efforts of FCBB-101 during the term of this Agreement or extension thereof and/or where some form of a Purchase Agreement is entered into by Seller and/or:
 - a) The lease, purchase, sale or transfer of assets and/or liabilities in whole or part; transfer of a Franchise agreement, management agreement, receipt of an investment, capital, or a good faith money deposit from a person, entity or company; management buy-out; company buy back of shares; exchange of assets or property. A lease, merger, demerger, reorganization, reconstruction of the business, transfer from one owner to another owner, liquidation, dissolution, employment arrangement, consulting arrangement, allotment of shares, management financing agreement, share subscription agreement, purchase and/or sale or transfer of client accounts, contract, clients, client lists, joint venture, receipt of loan proceeds (except from a chartered financial institution), the purchase, exchange and/or sale of business and/or operating license, franchise rights and/or investment in the Business or in another entity which in any way is collateralized by the Business; A change of name in the business license or in the beneficial ownership of shares in the Business; a transfer of the shares of stock of the Business, The takeover, absorption or merger of the Business or its membership interests, limited or general partnership interests, or of any other form of interest or ownership of the Business; the conveyance or acquisition of the Business membership interests, limited or general partnership interests, or of any other form of interest or ownership of the Business into a partnership, joint venture or other business entity during the term or extension of this Agreement;
 - b) The Seller making material changes in the operation of the Business by the Seller that would make the Business unsealable as the Business type described above; or the closing of the Business and/or the disposing of the assets of the Business; and the termination or lay off a majority of its employees or discontinuance of a majority of contracts with independent contractors, refusal to conduct or accept new business and services, stops continuing on-going business and services, vacates Seller's place of business by transfer, breach or breaking the lease, selling the premises wherein some or all of the Business occurs or is considered essential to the running of the Business, and/or choosing not to renew the lease, and/or otherwise "winds down" the affairs of the Business or corporate entity; with the intent to avoid fees due FCBB-101;
 - c) Seller terminates this Agreement prior to the expiration by informing FCBB-101 by mail or email that Seller no longer wants to sell the Business. Seller anticipatory repudiates this Agreement; Seller no longer agrees to meet potential Buyers, Seller refuses to review or accept any offers to purchase the Business; Seller withdraws the Business from sale either directly or indirectly and acts to deprive FCBB-101 of its fee. Prior to the termination of this Agreement, Seller engages another Business Sales Company to sell the Business;
 - d) Receipt of funds from a Buyer, the issuance of a Bill of Sale from the Seller to a Buyer, the Seller delivering possession of the Business to a Buyer or the transference of the operation of the Business to a person or a party who is NOT a party to this Agreement.
7. **THE ESCROW COMPANY:** A neutral third party that will hold the good faith money in trust and facilitate the transfer of the Business from the Seller to the Buyer.
8. **ASKING PRICE and TERMS:** The price and terms that the Seller has authorized FCBB-101 to offer for the sale of the business.
9. **FCBB-101's LISTINGS:** First Choice Business Brokers Las Vegas 101's businesses and other real and personal property offered for sale or lease.
10. **REPRESENTATION:** FCBB-101's representation of the Seller to effect a Disposition of the Business.
11. **PURCHASE AGREEMENT:** Any and all agreements by and between the Seller and a Buyer memorializing the Transaction including, but not limited to, an offer to purchase, a letter of intent, memorandum of understanding, asset purchase agreement, stock sale, or any similar document, for the lease, exchange, or purchase and sale of the above Business(es) (or any related Business), its capital stock or assets, or any portion thereof, either as an individual, member of a partnership, officer, director, employee or stockholder of a corporation, or in any other capacity.
12. **LISTING PERIOD:** The period of time during which the Business is listed for sale by FCBB-101, which is defined in Paragraph 4 of the Agreement including any extensions agreed to by the parties.
13. **PARTIES:** FCBB-101 and the Seller.
14. **TRANSACTIONED VALUE:** Including without limitation: inventory, equipment, fixtures, leasehold improvements, credit lines, loans, cash, notes, assumption of notes, real property, purchase agreements, lease agreements, debts, consulting agreements, value of pension/retirement plans, aggregate amount of all leases, equipment leases, assumption or discharge or relief of debts, contingent payments (e.g., license agreements, royalty agreements, payments based on future sales or profits, etc.), deferred compensation, employment or management agreements, consulting, non-compete agreements, option agreements, capital investments, assumption or discharge or relief of personal guarantees, all liabilities and/or other obligations included with the sale, retained by the business(es) or assumed by Buyer, value of assets retained by Seller that were included in the Asking Price and/or any combination of these or other considerations including intellectual property, expected value of earn out, royalties or other contingent payments received in exchange for the Seller's assets. Additionally it shall include all other forms of interest in the Business including all compensation paid to the Seller for the first twenty-four (24) months after the date of the sale. The value of the liabilities retained by the business or otherwise assumed by a Buyer whether as a principal, guarantor or otherwise and any other obligation or liability from which the Business or any affiliate is released. This clause shall not limit the application of any other part of other clauses which are

Seller's Initials

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Agent's Initials

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relevant to the transaction. If the consideration is other than cash, the Fee will be based upon the Asking Price or market value of transaction, whichever is greater. In the event of any type of transfer of owner and an absence of information, the Fee shall be based upon the Asking Price. In the event of a dispute regarding Transacted Value, references to the value shall mean all consideration whether paid or is agreed to be paid, then the total amount of consideration (paid or unpaid), shall be determined by an expert to be appointed by agreement between FCBB-101 and the Seller (or in breach or default of this Agreement), within ten working days and such person shall decide upon the procedure for determining the value in dispute and any provisions for payment of costs and shall act as an expert not as an arbitrator and his decision shall be final and binding on the parties.

41. ADDITIONAL Terms, exemptions and exclusions:

Doug Lee of Boulder City will be excluded from this agreement for a period of 60 days beginning from the listing date.

Per paragraph #6 the Brokers commission will be the greater of \$15,000 or 10% of the transaction value.

Seller understands and irrevocably agrees that Las Vegas 101 Inc. dba First Choice Business Brokers Las Vegas 101 is an independently owned and operated Franchise and that the Franchisor (First Choice Business Brokers Inc.) is NOT involved in this transaction or any Agreements.

UNDERSIGNED HEREBY CONFIRMS THE RECEIPT OF A COPY OF THIS ACKNOWLEDGMENT AGREEMENT AND AGREES TO ABIDE BY ALL OF THE TERMS STATED HEREIN AND HEREBY STATES "I HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE TERMS."

Seller's Signature

Date

Seller's Signature

Date

Seller's Name & Title: Jack Gaal Managing Member

Seller's Name & Title:

Corporate Name: Jack's Place Bar and Grill, LLC

Corporate Name: Jack's Place Bar and Grill, LLC

HOME ADDRESS: 540 BIRCH ST. B.C. NV 89005

HOME PHONE: 702 293-6303

HOME FAX:

CELL: 702-224-7260

Agent's Name: Philip V. Neuenswander

DATE: 10/9/17

Agent's Signature:

Approved by First Choice Business Brokers Las Vegas 101:

Broker's Signature:

DATE: 10/24/17

Printed Name: Jeffrey Nyman/Linda Hentges-Nyman

Seller's Initials

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Agent's Initials

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LIMITED LIABILITY COMPANY WITH MULTIPLE MANAGING MEMBERS
RESOLUTION TO SELL (190)

Authorization to **LIST AND SELL** a Business and/or Property:

We, Katherine Gaal and/or Jack Gaal, and/or
(Managing Member Printed Name) (Managing Member Printed Name)

_____ the duly elected and qualified Managing Members of
(Managing Member Printed Name)

Jack's Place Bar and Grill, LLC, a Limited Liability Company (LLC) of the State of NV,
(Name of LLC)

certify that the following is a true and correct copy of a Resolution adopted at a properly convened meeting of the Members of
said Limited Liability Company held on the 9th day of October, in the year of 2017 and that
such resolution is now in full force and effect:

RESOLVED, that Jack Gaal and/or _____, and/or
(Managing Member Printed Name) (Managing Member Printed Name)

_____ the Managing Members of this Limited Liability Company are hereby
(Managing Member Printed Name)

authorized to list and sell the business and/or property commonly known as:

Jack's Place located at
(Name of Business and/or Property)

544 Nevada Highway Boulder City, NV 89005 in the
(Business and/or Property Address)

County of Clark, State of NV under such terms and conditions as they deem ordinary and
reasonable.

It is FURTHER RESOLVED, that

Jack Gaal and/or _____ and/or
(Managing Member Printed Name) (Managing Member Printed Name)

_____ be and hereby is/are authorized to sign and execute on behalf of the Limited
(Managing Member Printed Name)
Liability Company, all papers, documents and other instruments which he/she deems in his/her sole discretion to be ordinary,
necessary and reasonable to accomplish the above as evidenced below by their signatures:

Jack Gaal the Managing Member of the Limited Liability Company.
(Managing Member Signature)

Katherine Gaal the Managing Member of the Limited Liability Company.
(Managing Member Signature)

_____ the Managing Member of the Limited Liability Company.
(Managing Member Signature)

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First Choice Business Brokers Las Vegas 101
5420 W. Sahara, Suite 200
Las Vegas, NV 89146 www.fcbbly.com
Office: 702-368-2500 FAX: 702-368-3173

BUSINESS LICENSE INFORMATION & SELLER CERTIFICATION (109)

Date: 10-9-17 If Corporation, LLC, or Partnership EIN #: _____

Business Name: Jack's Place including Real Estate NV 89005

Business Address: 544 Nevada Highway Boulder City

Corporation or LLC Name: Jacks Place Bar and Grill, LLC

Owner(s) Name & Title: Jack Gaal Managing Member

Business License(s)	License Number	Type of License
<u>Las Vegas</u>		
<u>Clark County</u>		
<u>Henderson</u>		
<u>North Las Vegas</u>		
<u>State of Nevada</u>		
<u>Misc.</u>		

Special Licenses	License Number	Type of License
1. _____		
2. _____		
3. _____		

The Seller of the above named Business hereby warrants and certifies to First Choice Business Brokers Las Vegas 101 ("Broker"), his agents and to the Buyer that except as listed below, the Seller, whether as an individual, partner or corporate officer:

- Has all required licenses to operate the named business;
- Is not delinquent in the payment of any;
 - Taxes due to the state, county or city
 - Licensing Fees
 - Rent or Lease payment on the rented property or equipment
- Has NO knowledge of any violations of the Business by any Licensing Authority (e.g. Health, etc.)
- Is not the subject of any investigation by any Governmental or Non-Governmental group;

EXCEPTIONS: _____

The Seller agrees to hold the Broker harmless from any liability arising from the Broker's transmission of this information (whether verbally, written or electronic), to any Buyer.

Seller(s): Jack Gaal Managing Member Jacks Place Bar and Grill, LLC
(Print Name and Corporate Title, if applicable)

Signature: [Signature] 10-9-17 Signature: _____
(Date) (Date)

Agent: Philip V. Neuenswander 10-9-17
(FCBB Duty Authorized Agent, Printed Name) (Date) [Signature] (Signature)

109NV 11082011

CORPORATE RESOLUTION TO SELL (108)

Authorization to **LIST AND SELL** a Business and/or Property:

I, _____ the duly elected and qualified _____
(Print Name) (Corporate Title)
of _____, a Corporation of the State of _____, certify that the following is a true and
(Name of Corporation)
correct copy of a Resolution adopted at a properly convened meeting of the Board of Directors of said Corporation held on the _____ day
of _____, in the year of _____, and that such resolution is now in full force and effect:

RESOLVED, that _____ the _____ of this
(Print Name) (Corporate Title)
Corporation is hereby authorized to list and sell the business and/or property commonly known as:

Jack's Place including Real Estate located at
(Name of Business and/or Property)
544 Nevada Highway Boulder City NV 89005 in the
(Business and/or Property Address)

County of _____, State of _____, under such terms and conditions as he/she deems ordinary and reasonable. It is

FURTHER RESOLVED, that _____ be and hereby is authorized to sign and execute on behalf of the
(Print Name)
Corporation, all papers, documents and other instruments which he/she deems in his/her sole discretion to be ordinary, necessary and reasonable to
accomplish the above as evidenced below by his or her signature:

_____, the _____ of the Corporation.
(Signature) (Corporate Title)

LIMITED LIABILITY COMPANY RESOLUTION TO SELL

Authorization to **LIST AND SELL** a Business and/or Property:

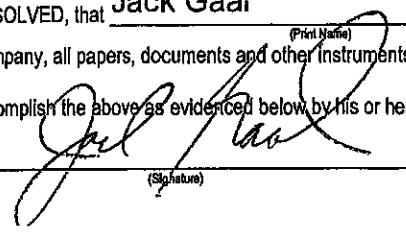
I, **Jack Gaal** the duly elected and qualified Managing Member of **Jacks place bar and grill, LLC**
(Print Name) (Name of LLC)
_____, a Limited Liability Company (LLC) of the State of **NV**, certify that the following is a true and correct copy of a Resolution
adopted at a properly convened meeting of the Members of said Limited Liability Company held on the **9th** day of **October**, in
the year of **2017** and that such resolution is now in full force and effect:

RESOLVED, that **Jack Gaal** the Managing Member of this Limited Liability Company is hereby authorized to list
(Print Name)
and sell the business and/or property commonly known as:

Jack's Place including Real Estate located at
(Name of Business and/or Property)
544 Nevada Highway Boulder City NV 89005 in the
(Business and/or Property Address)

County of **CLARK**, State of **NV** under such terms and conditions as he/she deems ordinary and reasonable. It is FURTHER

RESOLVED, that **Jack Gaal** be and hereby is authorized to sign and execute on behalf of the Limited Liability
(Print Name)
Company, all papers, documents and other instruments which he/she deems in his/her sole discretion to be ordinary, necessary and reasonable to
accomplish the above as evidenced below by his or her signature:

 _____, the Managing Member of the Limited Liability Company.
(Signature)

108 08312009

CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION: The real estate transaction is the ☒ sale and purchase or ☐ lease of
Property Address: 544 Nevada Way Boulder City, NV 89005

In Nevada, a real estate licensee may act for more than one party in a real estate transaction; however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is Philip V. NeuenswANDER ("Licensee") whose
license number is 61819 and who is affiliated with First Choice Business BrokersI ("Brokerage").

Seller/Landlord Jack Gaal Managing Member

Print Name

Buyer/Tenant _____

Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for one year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
<u>Jack Gaal</u>	<u>10-9-17</u>	<u>2:30 PM</u>			
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time

Kirchz

JACKS PLACED EQUIPMENT INVENTORY
IMPERIAL CONVECTION OVEN SINGLE DECK

MODEL #ICV1

2- SIERRA DEEP FRYERS

MODEL #108-SRF40

AMERICAN RANGE GRILL 36"

MODEL# ARMG-36

TURBO AIR RADIANT BROILER

MODEL# TARB- 36

WOLF SALAMANDER

MODEL #RB36

SATURN 2 STAR HOT TOP

MODEL#SHP2-12

8' CONTINENTAL SANDWICH TABLE

MODEL #CRB92-30M

TRUE SINGLE DOOR FREEZER

MODEL #T-19-FZ

TRUE SINGLE DOOR REFRIGERATOR

MODEL #T-19

11 FLAT SCREEN TV'S

STOCK ROOM

JACKS PLACE EQUIPMENT INVENTORY

ICE O-MATIC ICE MACHINE 600 LB.

MODEL #0500 FA-B55PS

MULTIPLEX BEER CHILLER

MODEL #300 A 04

TRUE 2 DOOR SOLID FREEZER

MODEL #TS 49F-HC 54"

TRUE 2 DOOR REFRIGERATOR

MODEL # T19

Bar

JACKS PLACE EQUIPMENT INVENTORY

TRUE HORIZONTAL BOTTLE COOLER

MODEL #TD 65-24

JOCKEY BOX

GLASS WASHER AMERICAN DISH SUPPLY

MODEL #ETA FM

GLASS CHILLER BEVERAGE AIR

MODEL #GF34L-S 34"

TRUE 2 DOOR MERCHANDISER REFER

MODEL #GDM45LD

14 HANDLE MICRO MATIC DRAFT BEER TOWER

MODEL PERFECT POUR

4/6-3-17

JACK'S PLACE ESTIMATED P AND L

INCOME 1,150,000

COST OF FOOD AND BEVERAGE 35% 402,500

RESTAURANT SUPPLIES 5,000

GROSS PROFIT 742,500

EXPENSES

ADVERTISING - PROMOTION 10,000

CARD CARD SERVICE CHARGE 15,000

BOND - LICENSE - PERMITS 5,000

BUSINESS TAXES 2,600

COMPUTER EXPENSES 1,000

CHAMBER DUES 650

INSURANCE EXPENSE 18,000

OFFICE SUPPLIES 4,000

PAYROLL EXPENSE 300,000

PROFESSIONAL FEES 3,000

PROPERTY TAX 7,000

REPAIRS AND MAINTENANCE 18,000

SALES TAX 93,725

UTILITIES - SATELITE - TELEPHONE 35,000

UNIFORMS - TOWELS - MATS 5,200

TOTAL EXPENSE 518,175

NET INCOME 224,325

B F A C

2016 "Z"

96-3-17

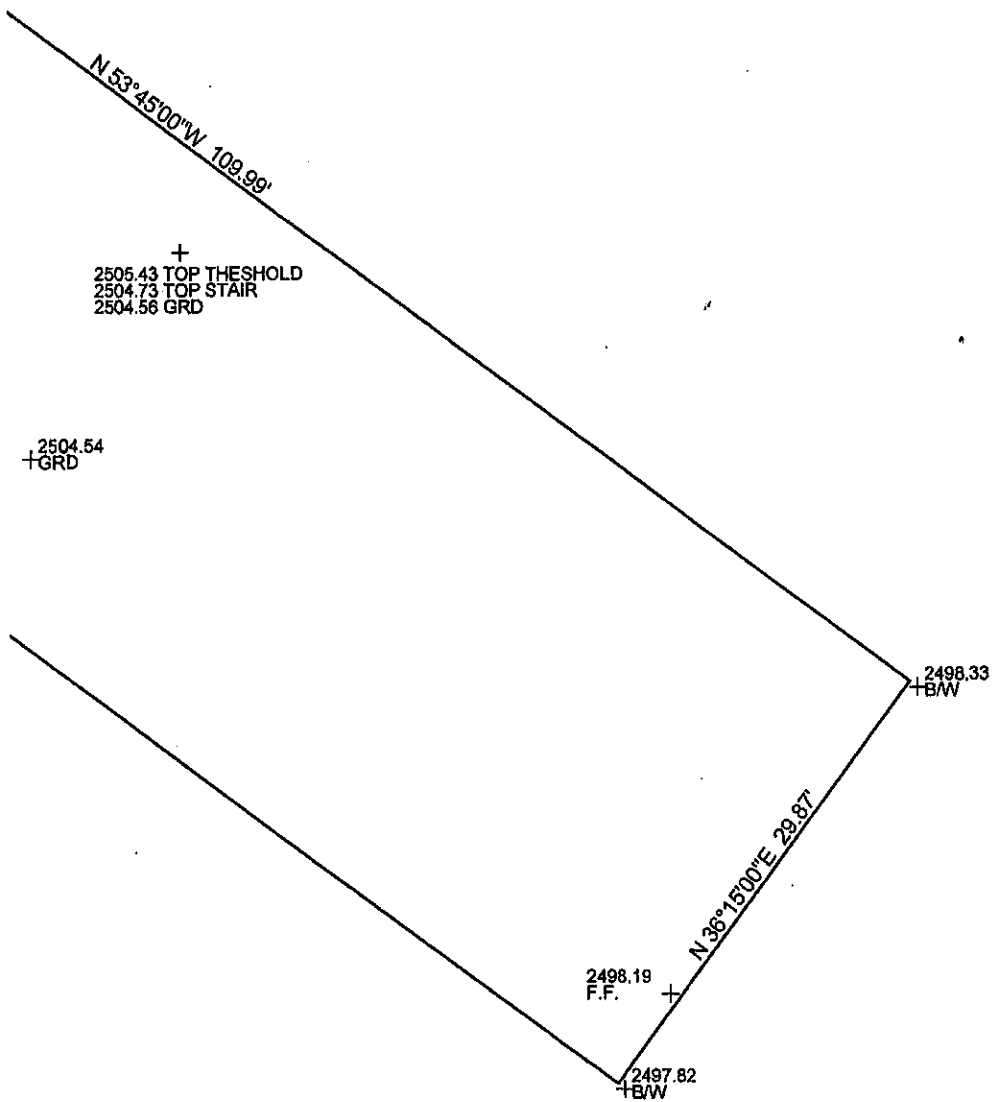
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J	41052	43901	592	3229
M	47129	53319	647	2655
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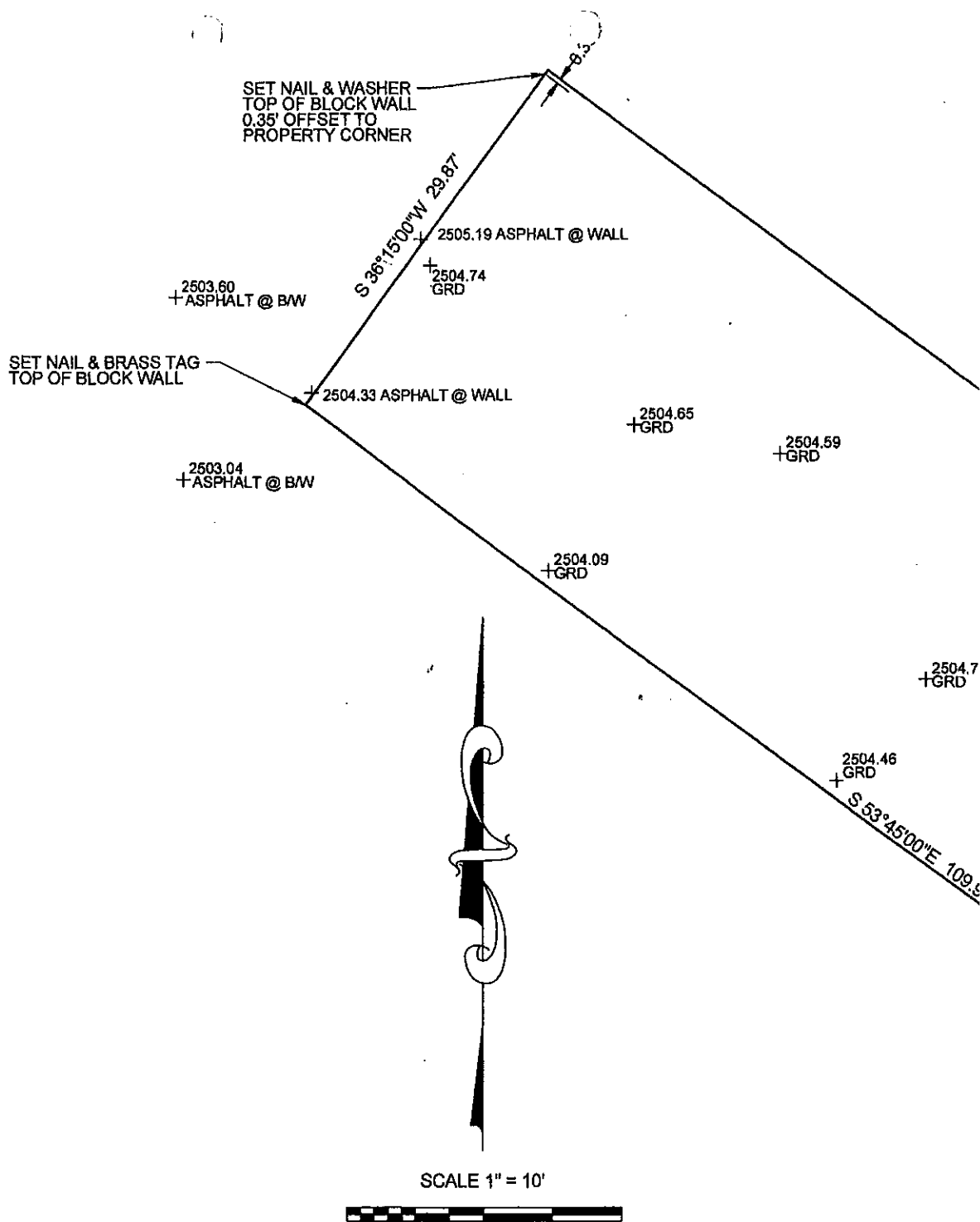
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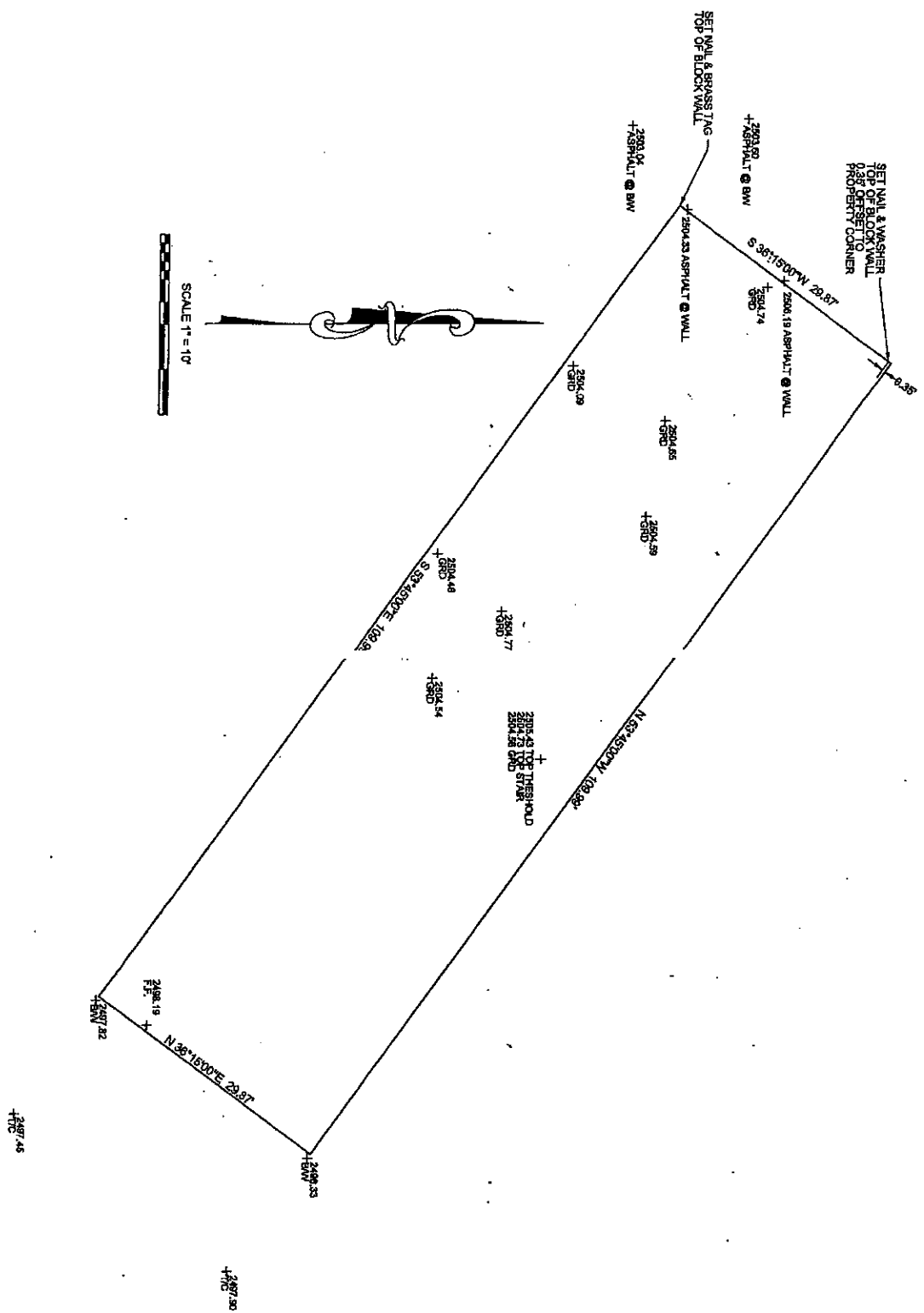
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CC: STEVE 6-29 OR 30 2014







First Choice Business Brokers Proudly Presents:



The World's Authority In Business Sales

First Choice Business Brokers Las Vegas 101
5420 W. Sahara #200, Las Vegas, NV 89146
702-368-2500 www.fcbb.com

**Highly Confidential Information attached. Just a friendly reminder that it is a violation of your signed Non-Disclosure/ Confidentiality Agreement for you or any associated party to speak to the Seller, Seller's employees, suppliers, landlord, neighboring businesses, customers, etc. or reveal that the business is for sale to party. Please respect the privacy and confidentiality of the Business Owner and the irreparable damage that may be caused to the business and business value by any such actions.*

Information contained herein has been provided by the Seller and is highly confidential. First Choice Business Brokers has not verified these representations.

Listing Number 101-15535 Category Bar/Liquor

Top Rated Sports Bar and Grill



Listed Price \$1,200,000.00
 Down Payment
 Gross Sales \$1,150,000.00
 Total Income \$224,325.00
 Business Started Date 7/2012
 Year Owner Purchased 7/2012
 Business Name Jack's Place including Real Estate
 Business Address 544 Nevada Highway
 Boulder City, NV 89005
 Cross Street Nevada Hwy / Buchanan Blvd
 General Location Boulder City

This Business proudly presented By:

First Choice Business Brokers Las Vegas #101

Phone (702) 368-2500
 Location 5420 W. Sahara, #200
 City, State, Zip Las Vegas, NV 89146
 Website



Reminder: It is a violation of your signed Non-Disclosure Confidentiality Agreement for you or any associated party to speak to the Seller, their employees, suppliers, landlord, neighboring businesses, customers, etc. or reveal that the business is for sale to ANY party. Please respect the privacy and confidentiality of the Seller

Business Overview

Now is your opportunity to own one of Nevada's top rated sports bar and grills along with the real estate. The business has a strong track record of success as the big crowds of returning patrons tell the story. The business has also received top marks for their online reviews including the great tasting menu, clean appearance, and outstanding customer service. The Building was recently rebuilt and remodeled. All the equipment is inspection clean and is working well. Call the listing Broker today as this sports bar and grill opportunity will be in high demand.

Financial Information

☐ Lender Prequalified Business

☐ Projected Income

☐ Asset Sale

Gross Sales \$1,150,000.00

Listed Price \$1,200,000.00

Total Income \$224,325.00

Down Payment

Terms Offered

Assets and Lease Information

☐ Relocatable

☐ Home Based

Inventory Amount \$20,000.00

Leasehold Improvements \$175,000.00

Equipment & Fixtures

☒ Inventory Included

Account Receivables

☐ Account Receivables Included

Other Assets Building was recently rebuilt and remodeled

Square Footage 3,485

Base Rent

Total Rent

Lease Ends

Lease Options

Rent Deposit

Additional Information

☐ Seller Active

Full Time Employees 5

Part Time Employees 12

Independent Contractors 0

Hours Open 11-11pm (open early on NFL Sundays)

Days Open 7

Training Period 2 weeks

Special License Required Liquor License - Boulder City

Reason For Selling Retirement

CD J2517

Key Code J1018

Office CD C2

LA PN

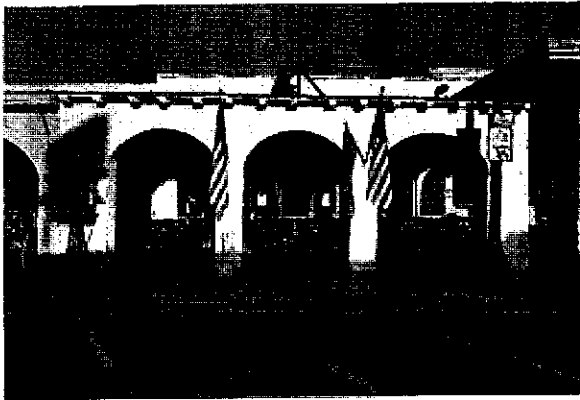
First Choice Business Brokers #101

5420 W. Sahara, #200, Las Vegas, NV 89146

The information contained herein was received from the Seller and is deemed reliable but not guaranteed. First Choice Business Brokers (FCBB), has relied upon the Seller to provide the above details and has NOT verified this information. FCBB is not responsible for and does NOT warrant any statements, projections or any information provided by the Seller. The User/Buyer will be solely responsible for verification of the Seller's profits and business operation. By acceptance of this document, the Buyer/User agrees that all information contained herein is strictly confidential and will not be disclosed to any other party without prior written authorization. The Buyer/User confirms and understands that FCBB has NOT performed an independent investigation of the business or figures quoted herein. FCBB strongly recommends that a Buyer should seek legal and accounting advice prior to purchasing a Business. Any change to the above information requires both the Seller's and FCBB's written approval. Any change made to this document without FCBB and Seller approval is not valid.

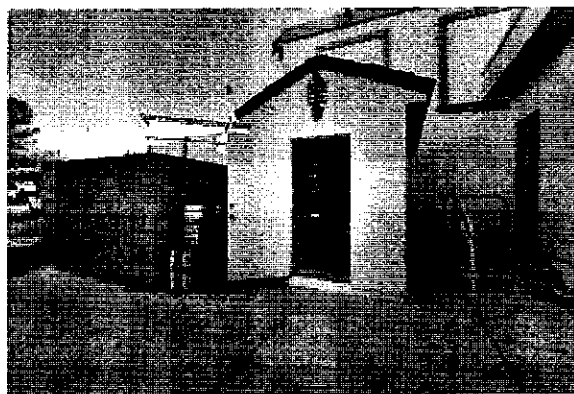
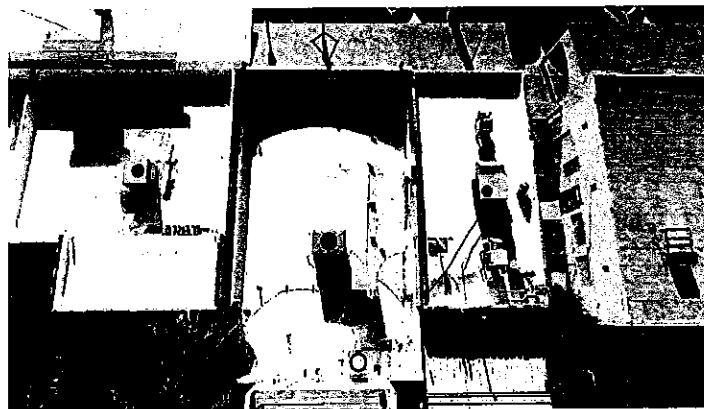
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Jack's Place



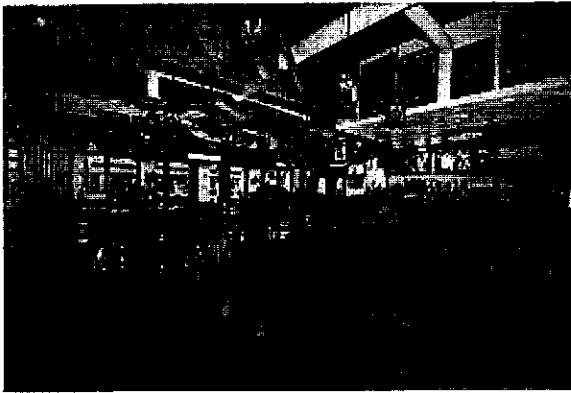
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Jack's Place



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Jack's Place



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Jack's Place



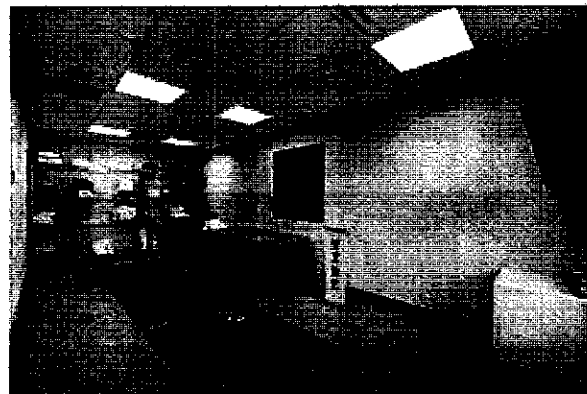
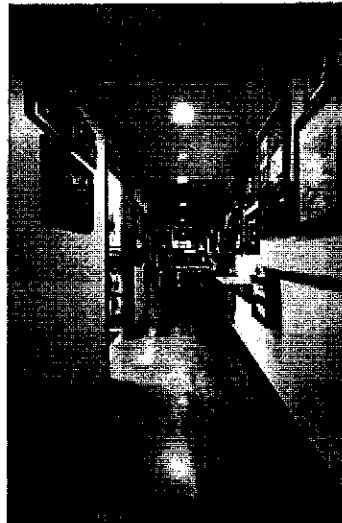
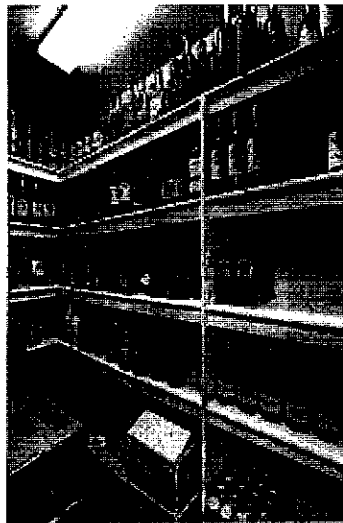
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Jack's Place



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Jack's Place



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Jack's Place



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Jack's Place

facebook

Email or Phone

Password

Log In

Jack's Place Bar & Grill

@JacksPlaceBarGrill

Home

About

Photos

Reviews

Videos

Like

Recommend

...

Call Now

Message

Photos

Sports Bar in Boulder City, Nevada

4.7 ★★★★★ · Open Now

yelp

Find tacos, cheap dinner, Max's

Near Las Vegas, NV, US

Sign Up

Restaurants

Nightlife

Home Services

Write a Review

Events

Talk

Log In

Jacks Place

Claimed

★★★★★

73 reviews

Details

Write a Review

Add Photo

Share

Bookmark

\$\$ · American (Traditional), Sports Bars, Burgers

Edit

Boulder City

Arizona St

Lake Mead National Recreation Area

Map data ©2017 Google

544 Nevada Hwy

Boulder City, NV 89005

Get Directions

(702) 293-2200

jacksplacebc.com

Send to your Phone

Information contained herein has been provided by the Seller and is highly confidential. First Choice Business Brokers has not verified these representations.

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Gaal000106

CONFIDENTIAL BUSINESS QUESTIONNAIRE (CBQ) (106)

Business Information	<input type="checkbox"/> Supplemental Form(s) Attached
BUSINESS NAME: Jack's Place Sports Bar & Grill Plus Real Estate DATE: 10-9-24	
1. Business is: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corporation Date of Incorporation: 7/1/2012	
2. If the Business is a Corporation is it a: <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp State of Incorporation: Nevada	
3. Corporate/LLC Entity Name: Jack's Bar and Grill, LLC	
4. Start date of business operations: 7/1/2012 (mm/yy) Date purchased by seller: 7/1/2012 (mm/yy)	
5. Business Address: 544 Nevada Highway	
6. Cross Street & Shopping Center:	
7. Business Description: Top Rated Sports Bar and Grill	
8. Gross Sales per year: \$1,150,000 Adjusted Net Profit/Income: \$224,325	
9. What is the trend of the gross sales: <input checked="" type="checkbox"/> up <input type="checkbox"/> down <input type="checkbox"/> stable Details:	
10. Is the business dependent on any large accounts/contracts: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details:	
11. Equipment & Fixtures: \$175,000 Inventory: \$20,000 Incl in sale price: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12. Leasehold Improvements: \$ Accounts receivable: \$ Incl in sale price: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. Vehicles Included in sale: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Details: Cont'd on p3	
14. Other assets: Building was recently rebuilt and remodeled	
15. Reason for selling: retirement	
16. Any other Businesses Owned by Seller? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
17. Special license required: Liquor License- Boulder City Costs:	
18. Seller will train buyer: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Training period without pay: 2 weeks Not to exceed hours/week.	
Lease Information	
19. Size of Business Premises: 3485 square feet Current Lease Expires: Business owner owns property	
20. If Owned, Parcel #: Parcel Size:	
21. Options to renew: <input type="checkbox"/> Yes <input type="checkbox"/> No Number of options: Length of each option:	
22. Lease Transferrable <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Lease transfer fee: \$	
23. Base monthly rent: \$ Monthly CAM charges: \$ Other monthly charges: \$	
24. Is there an end-of-year adjustment on CAMS? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain on page 3	
25. Total rent (occupancy cost) per month: \$ Is rent current: <input type="checkbox"/> Yes <input type="checkbox"/> No	
26. Has any of your rent been abated or deferred? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain on page 3	
27. Amount on deposit with landlord: \$ Amount rent increases at renewal:	
28. Copy of lease enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No If Not, when is it available?	
Employees	
29. Employees (Not including owner): Full Time: 5 Part Time: 12 Independent Contractor:	
30. Seller active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Hours per week: Owner duties:	
31. Hours/Days open: 11-11pm 7	
32. Are employees aware of sale: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details:	
33. Are there key employees: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will they stay: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What do they do: Operate the day to day business functions	
34. Any family members paid by the business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How much: \$	
Seller's Initials: _____	

BUSINESS NAME: Jack's Place Sports Bar & Grill Plus Real Estate	DATE: 10-9-24
Business Debt	
35. Can/Must any liabilities be assumed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details: _____	
36. Assumable liabilities: _____	
<input type="checkbox"/> Assumable Loan: Approx. Balance: 0 Monthly Pmt: _____ Vendor contracts: <input type="checkbox"/> Web service <input type="checkbox"/> Advertising <input type="checkbox"/> Equipment maintenance <input type="checkbox"/> Copy machine <input type="checkbox"/> Alarm <input type="checkbox"/> Credit card processing <input type="checkbox"/> POS system <input type="checkbox"/> Misc. software <input type="checkbox"/> Other Please provide Additional Details on page 3	
37. Business Debt Amount: \$0 Mo. Payment: \$ Payable to: _____	
38. Is debt assumable? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain on page 3	
39. Equipment under rental or lease agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description & Terms of Lease: _____	
Accounting	
40. Any inventory-consigned or floored: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Value: \$ _____	
41. Description: _____	
42. Usual mark up (Details): _____	
43. Will Seller's books & records verify the sales figures and profits quoted by Seller: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
44. If the answer to #38 is "No," can Seller provide proof or documentation to prove sales/profits to Buyer: <input type="checkbox"/> Yes <input type="checkbox"/> No	
45. Seller will allow Buyer to observe the business for _____ () days to verify sales/profits quoted: <input type="checkbox"/> Yes <input type="checkbox"/> No	
46. Month accounting year ends: December	
47. Are you on Quickbooks or another Accounting System? <input type="checkbox"/> Yes <input type="checkbox"/> No	
48. Accounting is based on <input checked="" type="checkbox"/> Cash Basis OR <input type="checkbox"/> Accrual Basis	
49. Do you use an accountant or bookkeeper? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
50. Do you offer Pre-paid contracts or deposits <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain on page 3	
51. Do you offer Gift Certificates, Groupons, etc. to customers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what is the approximate value of the unredeemed vouchers? _____	
52. Do you have deposits for incomplete work or for any other reason? No	
53. Do you offer payment terms to customers/clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain on page 3	
54. What is the amount of money that a buyer would need as working capital? _____	
Franchise Information	
55. Franchise: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Transfer fee amount: \$ To be paid by: _____	
56. Can the business be sold without keeping the Franchise? <input type="checkbox"/> Yes <input type="checkbox"/> No	
57. Franchise Royalty/Marketing Fees: _____ Training Period: _____	
58. Where is the training held? _____ How often? _____ Cost? _____	
59. Are there any upgrades Required? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain on page 3 Date Franchise Expires: _____	
60. Are there any specific new franchisee requirements financial or otherwise? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain on page 3	
General Information	
61. Who do you feel would be the ideal company/buyer to purchase your business? _____ <small>Experienced Restaurant Operator</small>	
62. Products/Services description: Friendly Sports Bar and Grill	
63. Markets served: Boulder City, Henderson, Las Vegas, Tourists	
64. Competition: Other Bars	
65. Skills needed by buyer: Restaurant Operations	
66. Percentage Breakdown of Gross Sales: <input checked="" type="checkbox"/> Retail _____ <input type="checkbox"/> Wholesale _____ <input type="checkbox"/> Commercial _____ <input type="checkbox"/> Residential _____ <input type="checkbox"/> Online _____ <input type="checkbox"/> Other (please describe) _____	
Seller's Initials: _____	

BUSINESS NAME: Jack's Place Sports Bar& Grill Plus Real Estate

DATE: 10-9-24

67. Why should a buyer purchase the business: Well Established Profitable Business

68. How do you obtain new customers: Social Media, Posters, Benches, Golf Courses.

69. What are your competitive advantages: Great teating Food and beverages along with outstanding customer service

70. What type of advertising is being done: Daily Specials

71. How would you improve the business if Not selling: contunue to watch food costs

72. Is business listed with any other broker: ☐ Yes ☒ No Details: _____

73. Attachments: P&L: ☒ Yes ☐ No Equipment List: ☒ Yes ☐ No Lease: ☐ Yes ☐ No
Supplemental Forms ☐ Yes ☐ No To Follow When: _____

74. Any legal actions, investigations, or violations pending or threatened against the business: ☐ Yes ☒ No

75. Details: _____

76. Is the Seller aware of any items that may Not be transferable to a Buyer, including but Not limited to: Vendor Account, Licenses, Advertising Contracts, Property and/or Equipment Leases (including options to extend)?
No

77. Other/Additional Information:

The SELLER has provided the information contained herein to the BROKER and/or BROKER'S AGENTS. The SELLER warrants that the above information is true and correct to the best of his/her belief and knowledge. SELLER specifically agrees that BROKER and/or BROKER'S AGENTS may provide this information and photographs to any potential BUYER. SELLER agrees that the BROKER has not made any independent confirmations and BROKER does Not guarantee its accuracy, completeness, or reliability. Seller(s) hereby authorize First Choice Business Brokers Las Vegas 101, to release this information to prospective Buyers.

Print Name(s): _____

Signature: _____ Date: _____ Signature: _____ Date: _____

Agent: Philip Neuenswander Signature: _____ Date: _____

(Duly Authorized Agent for First Choice Business Brokers Las Vegas 101)



SELLER'S DISCRETIONARY EARNINGS WORKSHEET (107)

☒ No P&L provided - information provided herein by Seller
☒ Accrual ☐ Cash ☐ P&L attached ☐ Balance Sheet attached
 (Profit calculation on left side does not need to be completed if P&L is provided)

BUSINESS NAME: Jack's Place Sports Bar & Grill Plus Real Estate

DATE: 10-9-24

ADDRESS: 544 Nevada Highway

Boulder City

NV

89005

Estimate of Annualized Yearly Profit Calculation	
<input checked="" type="checkbox"/> Actual OR <input type="checkbox"/> Projected Annualized for Year: 2017	
1. Total Sales	\$ 1,150,000
2. Subtract Total Cost of Goods- %	\$ 407,500
3. Equals Gross Profit	\$ 742,000
Estimated Expenses for Year:	
4. Owner Salary (Corp / LLC / Partnership)	\$
5. Owner Replacement Salary	\$
6. Employee Wages	\$ 300,000
7. Employer Contributions	\$
8. Temporary / Contract Labor	\$
9. Rent- Base	\$
10. Rent- CAMs/Signage/NNN Charge	\$
11. Utilities	\$ 35,000
12. Business Phone	\$
13. Cell Phone	\$
14. Internet/Website	\$
15. Repairs & Maintenance	\$ 18,000
16. Vehicle Expenses	\$
17. Insurance- General Liability	\$ 18,000
18. Insurance- Workman's Comp	\$
19. Insurance- Health Benefit	\$
20. Advertising- Promotor	\$ 10,000
21. Advertising- Yellow Page	\$
22. Franchise Royalty Fees- %	\$
23. Accounting & Legal Expenses	\$ 3,000
24. Debt Service- Interest & amortization	\$
25. Bank Service Charges	\$
26. Depreciation	\$
27. Taxes- personal, property, and misc.	\$ 2,600
28. Equipment Rentals	\$
29. Equipment Leases	\$
30. Operating Supplies	\$
31. Office Expense	\$ 4,600
32. Linen/Laundry/Uniforms/Janitoria	\$ 5,200
33. Miscellaneous	\$
34. Other- land service	\$ 15,000
35. Other- Bond- License	\$ 5,000
36. Other- computer/ Dues	\$ 1,650
37. Other- Property & Sale Tax	\$ 7,000+93,725
38. SUB TOTAL (add 4 thru 37)	\$ 518,175
SUBTRACT 38 from 3 = NET PROFIT	\$ 224,325

Estimated Adjustments (Yearly Add Backs)	
Add backs must show as an expense (left side or P&L) to add the \$ back	
1. Nonrecurring (one-time) Expenses	\$
2. Credit Cards	\$
3. Entertainment/Travel/ Meals	\$
4. Personal Storage Fees	\$
5. Owner's Salary (do not include if sole proprietorship)	\$
6. Non-Essential Employee Wages	\$
7. Non-Essential Employer Contrib	\$
8. Non-Essential Temporary Labor	\$
9. Home Mortgage	\$
10. Home Association Fees	\$
11. Personal Utilities	\$
12. Home Phone	\$
13. Personal Cell Phone	\$
14. Personal Internet	\$
15. Home Maintenance	\$
16. Car Payments	\$
17. Car Repairs & Expenses	\$
18. Auto Insurance Expense	\$
19. Health Insurance	\$
20. Personal Medical Expense	\$
21. Personal Expense	\$
22. Dues & Subscriptions	\$
23. Personal Accounting & Legal	\$
24. Debt Service- Interest	\$
25. Non Assumed Lease Payments	\$
26. Depreciation	\$
27. Personal Taxes & License	\$
28. Personal Equipment Rental	\$
29. Personal Equipment Lease	\$
30. Supply/Food Purchases for Home	\$
31. Personal Uniform/Janitoria	\$
32. Personal Office Expense	\$
33. Miscellaneous	\$
34. Other-	\$
35. Other-	\$
36. Other-	\$
37. Other-	\$
38. Other-	\$
TOTAL ADJUSTMENTS	\$

Seller represents that the above information is a true and correct representation of the Seller's business. This is an ESTIMATED value only based upon the information given by the Seller to the Broker and/or its agents. First Choice and/or its agents do NOT guarantee the accuracy of these amounts. There are no expressed nor implied guarantees that this estimated valuation is the amount of money that the business will sell for. By my signature below, I authorize First Choice and/or its agents to release this estimated income and asset worksheet and all other Business information to any prospective Buyer and affirm that the figures contained on this worksheet were given by me to First Choice and/or its agents for their use in selling my business. I understand that this is an ESTIMATE ONLY WITH NO GUARANTEES BY FIRST CHOICE, OR ITS AGENTS.

Print Name(s): **Jack Gaal**

Jack's Bar and Grill, LLC

Signature: _____

Date: _____

Signature: _____

Date: _____

Page 1 of 3

107NV 10122010

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The World's Authority In Business Sales

☒ No P&L provided - information provided herein by Seller

☒ Accrual ☐ Cash ☐ P&L attached ☐ Balance Sheet attached

BUSINESS NAME: Jack's Place Sports Bar & Grill Plus Real Estate

DATE: 10-9-24

ADDRESS: 544 Nevada Highway

Boulder City

NV

89005

Comments	
<input checked="" type="checkbox"/>	Check box if Adj. Net Profit Includes Buyer actively working the business by replacing 1-2 employees.

Seller represents that the above information is a true and correct representation of the Seller's business. This is an ESTIMATED value only based upon the information given by the Seller to the Broker and/or its Agents. First Choice and/or its agents do NOT guarantee the accuracy of these amounts. There are no expressed nor implied guarantees that this estimated valuation is the amount of money that the business will sell for. By my signature below, I authorize First Choice and/or its Agents to release this estimated Income and asset worksheet and all other Business Information to any prospective Buyer and affirm that the figures contained on this worksheet were given by me to First Choice and/or its Agents for their use in selling my business. I understand that this is an ESTIMATE ONLY WITH NO GUARANTEES BY FIRST CHOICE, OR ITS AGENTS.

Print Name(s) **Jack Gaal**

Jack's Bar and Grill, LLC

Signature:

Date:

Signature:

Date:

Page 2 of 3

107NV 10122010

Information contained herein has been provided by the Seller and is highly confidential. First Choice Business Brokers has not verified these representations.

TRUE SINGLE DOOR FREEZER

MODEL #T-19-FZ

TRUE SINGLE DOOR REFRIGERATOR

MODEL #T-19

11 FLAT SCREEN TV'S

Bar

JACKS PLACE EQUIPMENT INVENTORY

TRUE HORIZONTAL BOTTLE COOLER

MODEL #TD 65-24

JOCKEY BOX

GLASS WASHER AMERICAN DISH SUPPLY

MODEL #ETAFM

GLASS CHILLER BEVERAGE AIR

MODEL #GF34L-S 34"

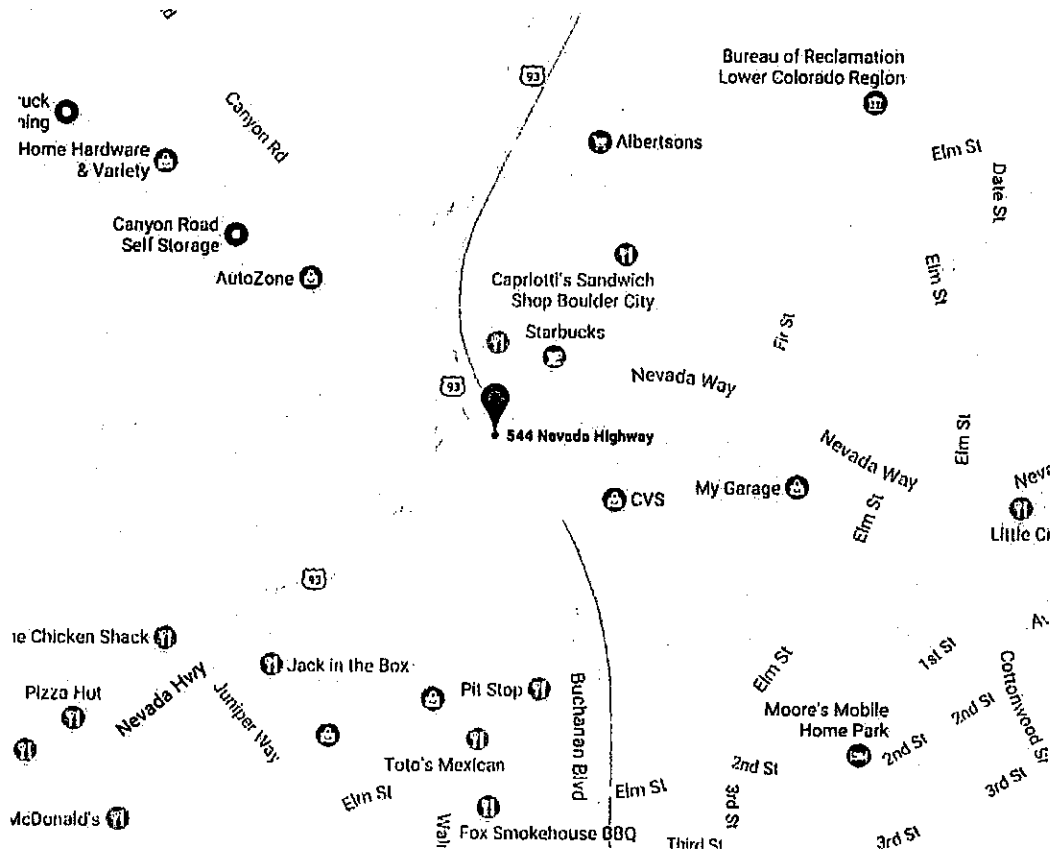
TRUE 2 DOOR MERCHANDISER REFER

MODEL #GDM45LD

14 HANDLE MICRO MATIC DRAFT BEER TOWER

MODEL PERFECT POUR

Jack's Place
544 Nevada Highway
Boulder City, NV 89005



Information contained herein has been provided by the Seller and is highly confidential. First Choice Business Brokers has not verified these representations.

CONFIDENTIAL BUSINESS SUMMARY NOTICE AND DISCLAIMER

This report contains confidential information which is highly sensitive and is for use solely in connection with consideration of the acquisition of the business described herein. This Confidential Business Summary and the information presented shall not be reproduced, duplicated or revealed, in whole or in part, or used in any other manner without the prior written permission of First Choice Business Brokers (FCBB). Additional copies may be obtained upon request from FCBB. Please maintain the confidential nature of this Summary and any information provided by FCBB by restricting the material only to selected executives/partners and/or consultants who understand the confidential nature of the material and agree to keep all information confidential.

This Confidential Business Summary (Summary) has been compiled by FCBB from information supplied to FCBB by the subject Company and is being provided by FCBB, solely for use by prospective purchasers in considering their interest in acquiring the assets of the Company.

The information contained herein has been prepared to assist interested parties in making their own evaluation of the Company and does not purport to contain all of the information that a prospective purchaser may desire or need. In all cases, interested parties should conduct their own investigation and analysis of the Company. FCBB has not independently verified any of the information contained herein; neither FCBB nor the Company makes any representation or warranty as to the accuracy or completeness of this Summary and shall have no liability for any representation (express or implied) contained in, or for any omissions from the Summary or any other written or oral communications transmitted to the recipient in the course of their evaluation of the Company.

This Summary may contain certain statements, estimates and projections provided by the Company with respect to the anticipated or potential future performance of the Company and its business. Such statements, estimates and projections may reflect various assumptions by the Company concerning anticipated or potential results, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such statements, estimates or projections.

By accepting this Summary, the recipient acknowledges and agrees that: (1) all of the information contained herein is of a highly confidential nature and the recipient will keep all such information and all other information made available to the recipient in connection with any further investigations confidential; (2) none of the information will be used by the recipient or any of their employees or representatives in any manner whatsoever, in whole or in part, other than in connection with its evaluation of the Company for the purpose of considering its acquisition of assets of the Company by the recipient on the specific basis proposed herein; (3) the recipient will not reproduce this Summary in whole or in part, and will not distribute all or any portion of this Summary to any person other than a limited number of the recipient's legal or accounting counsel who have a clear need to know such information for the purpose set forth above and who are informed by the recipient of the confidential nature of such information; (4) if the recipient does not wish to pursue an acquisition of the Company, recipient agrees to return this Summary to FCBB as soon as practical, together with any other material relating to the Company which the recipient may have received from FCBB and all copies made thereof; and (5) any proposed actions by the recipient which are inconsistent in any manner with foregoing agreements will require the prior written consents of FCBB and the Company.

The Company reserves the right to negotiate with one or more prospective buyers at any time and to enter into a definitive agreement for the sale of assets of the Company without prior notice to recipient or other prospective purchasers. Additionally, the Company reserves the right to terminate, at any time, further participation in the investigation and proposal process by any party and to modify other procedures without assigning any reason. The Company intends to conduct its business in an ordinary manner during the valuation and offer period; however the Company reserves the right to take any action; whether in or out of the ordinary course of business, deemed necessary or prudent in the conduct of such business.

The information contained in this Confidential Business Summary, including but not limited to the general business descriptions, history, operating procedures, facility information, financial references and information, projections, etc., have been provided to FCBB by the Owner or Management personnel of the Company. No outside entity has audited or otherwise confirmed this information. By requesting this Business Summary, the recipient acknowledges the responsibility to perform an independent due diligence review prior to the acquisition of the subject Company. Recipient acknowledges that any estimates or projections of the future change, profits or growth cannot be accepted or relied upon, since such future business factors or other factors cannot anticipate economic, socio-economic and political factors which might impact future growth. Accordingly, FCBB and the Company make no representation, express or implied, as to the validity of estimates or projections.

If recipient determines they have no interest in the Company recipient agrees to return this report to FCBB after concluding their review. The subject Company does intend to enforce its Confidentiality Agreement. All inquiries regarding a potential transaction, any questions with respect to information contained herein and any requests for additional information should be directed to FCBB.

For additional information please contact:

First Choice Business Brokers, 5420 West Sahara, Suite 200, Las Vegas, NV 89146, Phone: 702-368-2500 Fax: 702-368-3173

92413

Information contained herein has been provided by the Seller and is highly confidential. First Choice Business Brokers has not verified these representations.

JACK'S PLACE BAR & GRILL, LLC

Business Entity Information			
Status:	Active	File Date:	08/08/2012
Type:	Domestic Limited-Liability Company	Entity Number:	E0309002012-0
Qualifying State:	NV	List of Officers Due:	08/30/2018
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20121360512	Business License Exp:	06/30/2018

Additional Information	
	Central Index Key

Registered Agent Information			
Name:	HUTCHISON & STEFFEN, PLLC	Address 1:	10080 W ALTA DRIVE STE 200
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89145
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active
View all business entities under this registered agent ()			

Officers		<input checked="" type="checkbox"/> Include Inactive Officers	
Manager - JOHN A GAAL			
Address 1:	1011 INDUSTRIAL RD., # 5	Address 2:	
City:	BOULDER CITY	State:	NV
Zip Code:	89005	Country:	
Status:	Active	Email:	
Manager - KATHERINE B GAAL			
Address 1:	1011 INDUSTRIAL RD., # 5	Address 2:	
City:	BOULDER CITY	State:	NV
Zip Code:	89005	Country:	
Status:	Active	Email:	

Actions/Amendments
Click here to view 7 actions/amendments associated with this company ()

Supported Internet Browser versions or above: Apple iOS 9.3.5, Internet Explorer 11.0.9600.18886, Firefox 53.0.3, Google Chrome 58.0.3029.110
Disclaimer

JACK'S PLACE BAR & GRILL, LLC

Business Entity Information			
Status:	Active	File Date:	06/08/2012
Type:	Domestic Limited-Liability Company	Entity Number:	E0309002012-0
Qualifying State:	NV	List of Officers Due:	06/30/2018
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20121360512	Business License Exp:	09/30/2018

Additional Information	
	Central Index Key

Registered Agent Information			
Name:	HUTCHISON & STEFFEN, PLLC	Address 1:	10080 W ALTA DRIVE STE 200
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89145
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

[View all business entities under this registered agent \(\)](#)

Officers		<input checked="" type="checkbox"/> Include Inactive Officers	
Manager - JOHN A GAAL			
Address 1:	1011 INDUSTRIAL RD., # 5	Address 2:	
City:	BOULDER CITY	State:	NV
Zip Code:	89005	Country:	
Status:	Active	Email:	
Manager - KATHERINE B GAAL			
Address 1:	1011 INDUSTRIAL RD., # 5	Address 2:	
City:	BOULDER CITY	State:	NV
Zip Code:	89005	Country:	
Status:	Active	Email:	

ACTIONS/Amendments
Click here to view 7 actions/amendments associated with this company ()

Supported Internet Browser versions or above: Apple iOS 9.3.5, Internet Explorer 11.0.9600.18665, Firefox 53.0.3, Google Chrome 58.0.3029.110
Disclaimer

10/31/2019

First Choice Business Brokers, Inc. Mail - LLC Resolution to Sell



Phil Neuenswander <philn@fcbb.com>

LLC Resolution to Sell

Phil Neuenswander <philn@fcbb.com>
To: katieandjack@cox.net

Tue, Oct 17, 2017 at 11:55 AM

Hi Jack,

When you get a free moment can you and your wife sign and return the attached resolution to sell at the bottom of the page.

We need Katherine's signature as she is also showing up as managing member for Jacks Place Bar and Grill, LLC

Thanks so much!

Phil V. Neuenswander

Senior Business Sales Consultant

First Choice Business Brokers

5420 W. Sahara Suite #200

Las Vegas, NV 89146

(702) 355-2395 Direct

(702) 368-2500 Office

(702) 368-3173 Fax

201710171157.pdf
48K

10/30/2019

First Choice Business Brokers, Inc. Mail - Jacks Sports Bar and Grill



Phil Neuenswander <philn@fcbb.com>

Jacks Sports Bar and Grill

Phil Neuenswander <philn@fcbb.com>

Fri, Dec 22, 2017 at 11:45 AM

To: agquest@yahoo.com

Hello Angel,

I'm pleased to introduce to Jacks Place Sports Bar and Grill located in Boulder City.

Please see the link below for the executive summary.

https://issuu.com/synergysir/docs/pn_20-_20jack_27s_20place?e=25750725/55198450

I am happy to meet you at Jack's place and can set up a meeting with the owner when you're ready. As always I am free to answer any of your questions in the interim.

Best regards,

Phil V. Neuenswander

Senior Business Sales Consultant

First Choice Business Brokers

5420 W. Sahara Suite #200

Las Vegas, NV 89146

(702) 355-2395 Direct

(702) 368-2500 Office

(702) 368-3173 Fax

Exhibit 22

DAVID J. WINTERTON & ASSOCIATES, LTD.

DAVID J. WINTERTON, ESQ.
Also admitted in Utah

LAW OFFICES
A PROFESSIONAL CORPORATION
7881 W. Charleston Blvd., Suite 220
Las Vegas, Nevada 89117
Telephone (702) 363-0317
Facsimile (702) 363-1630
email: david@davidwinterton.com

February 23, 2018

Phillip V. Neuenswander
First Choice Business Brokers Las Vegas
5420 W. Sahara Avenue, Ste. 200
Las Vegas, Nevada 89146

Re: Jack's Place

Dear Mr. Neuenswander:

Thank you for meeting with me on Friday. I have spoken to Jack and explained the situation. I believe he understand and he will be getting you the documents so the buyer can complete his due diligence and close the sale of the business as soon as possible.

If you have any further questions or comments, please do not hesitate to contact my office.

Very truly yours,

DAVID J. WINTERTON & ASSOCIATES, LTD.


David J. Winterton, Esq.

DAVID J. WINTERTON & ASSOCIATES, LTD.

DAVID J. WINTERTON, ESQ.

Also admitted in Utah

LAW OFFICES
A PROFESSIONAL CORPORATION
7881 W. Charleston Blvd., Suite 220
Las Vegas, Nevada 89117
Telephone (702) 363-0317
Facsimile (702) 363-1630
email: david@davidwinterton.com

February 22, 2018

Email: Philn@fcbb.com

Phillip V. Neuenswander
First Choice Business Brokers Las Vegas
5420 W. Sahara Avenue, Ste. 200
Las Vegas, Nevada 89146

Re: Jack's Place

Dear Mr. Neuenswander:

I represent one of the Trustee's of the John A. Gaal Family Trust. It has come to their attention that Mr. Gaal has been attempting to sell the business known as Jack's Place. Under the Trust agreement, it states that it requires a unanimous vote in any decision that affects the property of the estate. In this case, there was no unanimous vote to sell the business. As a result, there is no authority for the execution of the listing agreement and there is no authority to sell the business. This letter is to put you on notice that Mr. Gaal is not and cannot proceed without the proper authority. In addition, if escrow were to close on the business, they would want to make sure the proper documentation is in placed and followed. In this case, it has not been followed.

I have also taken the time to review the contract in this case. The contract is a ASSET PURCHASE AGREEMENT. It is not a contract to purchase real estate. It is an asset purchase agreement of a business. Under Section 22, it is entitled ITEMS INCLUDED IN THE PURCHASE. It does not include any real estate, address, apn or any legal description. It is a contract for the purchase of the business. I have not seen a separate contract regarding the sale of the real property. There is no reference in the contract for the sale of the real property. As a result, it is our position that the real property is not included in any such contract.

It is my position that the contract cannot go forward. As a result, the contract should be terminated and the escrow returned under the terms of the ASSET PURCHASE AGREEMENT. If you have any further questions or comments, please do not hesitate to contact my office.

Very truly yours,

DAVID J. WINTERTON & ASSOCIATES, LTD.


David J. Winterton, Esq.

Exhibit 25

LAW OFFICES OF

KEN R. ASHWORTH
ASSOCIATES

March 16, 2018

VIA U.S. MAIL AND FACSIMILE

Jack Gaal
c/o Philip Neuenswander
First Choice Business Brokers Las Vegas 101
5420 W. Sahara, #200
Las Vegas, NV 89146
Fax: (702) 368-3173

**Re: Asset Purchase Agreement
Jack's Place, 544 Nevada Highway, Boulder City, NV 89005**

Dear Mr. Gaal,

Please be advised that this firm has been retained to represent Angel Soto ("Mr. Soto") in the termination of the above-referenced agreement ("Agreement"), which you executed on or about February 2, 2018.

That Agreement provides that you ("Seller") would "deliver to Buyer ... requested financial records" listed in paragraph 34 within ten (10) days of its execution. Paragraph 34 requested (1) Profit & Loss/Income Statements and Balance Sheets for the period 2013 to 2017, (2) Federal tax returns for the fiscal period 2013 to 2016, (3) Sales Tax Returns for the years 2015 to 2017. Paragraph 28 also permitted Mr. Soto to make additional requests of documents and information as necessary. To date, no such documents have been provided, placing you in breach. Accordingly, we notify you that the Agreement is terminated.

Under the Agreement there is a due diligence period of sixty (60) days, which has not lapsed. During that period, "Buyer is entitled to a full refund of the earnest money deposit in the event he withdraws from the Asset Purchase Agreement during his due diligence period for any reason." Pursuant to Counter Offer #1, the earnest money deposit was an amount of \$30,000.00, which was deposited into escrow. The due diligence period currently remains open. This letter serves to notify you that Mr. Soto is withdrawing from the Agreement. Accordingly, Mr. Soto is entitled to a full refund of that deposit.

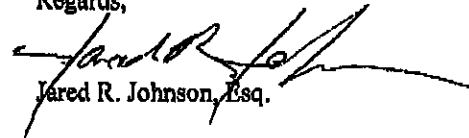
In view of the foregoing (i.e., your breach), demand is hereby made that you direct the escrow company to release the full deposit to Mr. Soto and acknowledge in writing termination of the Agreement within three (3) days of the date of this letter. Failure to do so will result in our

1057 Whitney Ranch Drive, Suite #350 • Henderson, Nevada 89014
Phone: (702) 893-9500 • Fax: (702) 893-2725
www.ashworthlaw.com

advising Mr. Soto to pursue his legal remedies, which include breach of contract, unjust enrichment, and fraud, as well as treble punitive damages.

Thank you for your attention to this matter, and we look forward to hearing from you.

Regards,



Jared R. Johnson, Esq.

First Choice Business Brokers, Inc. Mail - appraisal



appraisal

Gene Northup <gene@synergysir.com>
To: "Neuenswander Philip V." <philn@fcbb.com>

Phil,

Please see attached.


Gene

Gene Northup
Realtor Synergy Sotheby's International
Realty



Tel: 702.360.1414
Mobile: 702.497.0300
Fax: 702.360.1199


Website Email

 Jack's Place Appraisal.pdf
9307K

Phil Neuenswander <philn@fcbb.com>
To: Angel Soto <agquest@yahoo.com>

Hi Angel,
Please see attached appraisal on Jack's Place for your reference. See you on Monday.

Thanks,
Phil Neuenswander
[Quoted text hidden]

 **Jack's Place Appraisal.pdf**
9307K

Phil Neuenswander <philn@fcbb.com>
To: Phil Neuenswander <philn@fcbb.com>

Mon, Oct 7, 2019 at 4:37 PM

Forwarded message
From: **Gene Northup** <gene@synergysir.com>

Valuation Consultants

AN APPRAISAL REPORT OF

Jack's Place
Sports Bar and Grill

Located At

544 Nevada Way, Boulder City, Nevada 89005

Clark County Assessor's Parcel Number (APN) 186-09-110-102

Prepared For

John A. Gaal & Katherine B. Gaal,
Trustees of the John A. Gaal Family Trust, Dated May 9, 1995
540 Birch Street
Boulder City, Nevada 89005

Prepared By

Valuation Consultants
Keith Harper, MAI
File No. RT-17-38

Date of Report

June 30, 2017

Date of "As Is" Market Value Opinion

June 23, 2017

4200 Cannoli Circle, Las Vegas, Nevada 89103
Telephone (702) 222-0018 Fax (702) 222-0047



Valuation Consultants

4200 Cannoll Circle
Las Vegas, NV 89103
Phone (702) 222-0018
Fax (702) 222-0047

June 30, 2017

John A. Gaal & Katherine B. Gaal,
Trustees of the John A. Gaal Family Trust, Dated May 9, 1995
540 Birch Street
Boulder City, Nevada 89005

RE: An Appraisal Report of Jacks Place Sports Bar and Grill located at 544 Nevada Way,
Boulder City, Nevada 89005.

Dear Mr. & Mrs. Gaal,

As requested, I, Keith Harper, MAI has completed an appraisal of the above referenced property. My analysis of the subject is presented in the attached appraisal report, which contains summary discussions of the data and analyses.

The purpose of this appraisal is to form the following opinion of value:

→ "As Is" Market Value of the Fee Simple Estate

The subject is a 3,034-square foot, two story bar/tavern operating as Jacks Sports Bar and Grill. A portion of the improvements (1,488 SF) were originally built in 1953. After acquiring the property in 2012, the current owner added an additional 1,546 square feet of two story "back house" space which was completed in 2013. During the addition, the entire building was upgraded as well, which included HVAC system, electrical, and plumbing. The 2013 addition included adding two new restrooms, a large storage and walk-in cooler room, and second story office space and finishing rear site improvements. The overall site size is 0.08 net acres and is entirely paved with concrete block perimeter fencing and includes an added 96 square foot (12' x 8') storage building which was also built during the renovation in 2013. The 96-square foot storage building is not included in the overall building square footage but is an added amenity to the subject property. The rear site area is accessible via paved alleyway and allows for one on-site parking stall while there is only public on-street parking along the front of the building on Nevada Way. Overall, with the added improvements and renovations taken place during 2013, the subject property is in very good condition.

John A. Gaal & Katherine B. Gaal

June 30, 2017

Page iii

To communicate my opinion of value, I prepared an Appraisal Report as defined by the 2016-2017 Edition of USPAP. This is an Appraisal Report, which is intended to comply with the reporting requirements set under Standards Rule 2-2(a) of USPAP. Please be advised that the opinions and conclusions set forth in the attached report may not be understood properly without additional information in my work file which is available upon request.

The intended user of the attached Appraisal Report is the client, John A. Gaal & Katherine B. Gaal, Trustees of the John A. Gaal Family Trust, Dated May 9, 1995, and they are the only intended user. The only intended use is to assist the client in the internal decision making process pertaining to a possible sale of the property.

After considering all of the available facts and subject to the underlying assumptions and limiting conditions contained herein, it is my opinion that the value of the subject property, as of the effective date is as follows:

Value Identification	Date of Value	Value Opinion
"As Is" Market Value of the Fee Simple Estate	June 23, 2017	\$715,000

The market value projection only includes the real property. It does not include any Furniture, Fixtures and Equipment (FF&E), Business Enterprise or Personal Property.

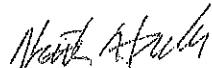
Exposure Time and Marketing Time

Based on the market activity and recognizing the economic climate on both a national and local level, the exposure time is projected to be approximately 12 months. The marketing time is also projected to be approximately 12 months.

Thank you for this opportunity to complete this assignment. If I may be of further assistance, please contact me at your convenience.

Sincerely,

VALUATION CONSULTANTS



Keith Harper, MAI
Certified General Appraiser
License Number A.0000604-CG
State of Nevada
Expires: March 31, 2018

EXECUTIVE SUMMARY

Location: The subject is located at 544 Nevada Way, Boulder City, Nevada 89005.

Assessor's Parcel No. (APN): 186-09-110-102

Site Area: 0.08 Net Acres – 3,485 Square Feet

Existing Improvements: The subject property is improved with the existing Jack's Place Sports Bar & Grill, containing 3,034 square feet within two stories of building space. A portion of the improvements were originally built in 1953 with additions added in 2013 with the entire building also being renovated at that time. The subject property is in very good condition.

Highest and Best Use: Continued use of the existing improvements.

Intended Use/User of Appraisal: The intended user is John A. Gaal & Katherine B. Gaal, Trustees of the John A. Gaal Family Trust, Dated May 9, 1995, and they are the only intended user. The only intended use is to assist the client in the internal decision making process pertaining to a possible sale of the property.

Date of Opinion: Date of Report: June 30, 2017
"As Is" Market Value: June 23, 2017

Interest Appraised: Fee Simple Estate

Zoning: C2, Central Business District and Trading Area Per Boulder City

Summary of Final Values

Value Identification	Date of Value	Value Opinion
"As Is" Market Value of the Fee Simple Estate	June 23, 2017	\$715,000

The market value projection only includes the real property. It does not include any Furniture, Fixtures and Equipment (FF&E), Business Enterprise or Personal Property.

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Reconciliation of "As Is" Market Value of the Fee Simple Estate.....	21
Exposure Time and Marketing Time.....	22
Assumptions and Limiting Conditions.....	23
Certification	25

ADDENDA

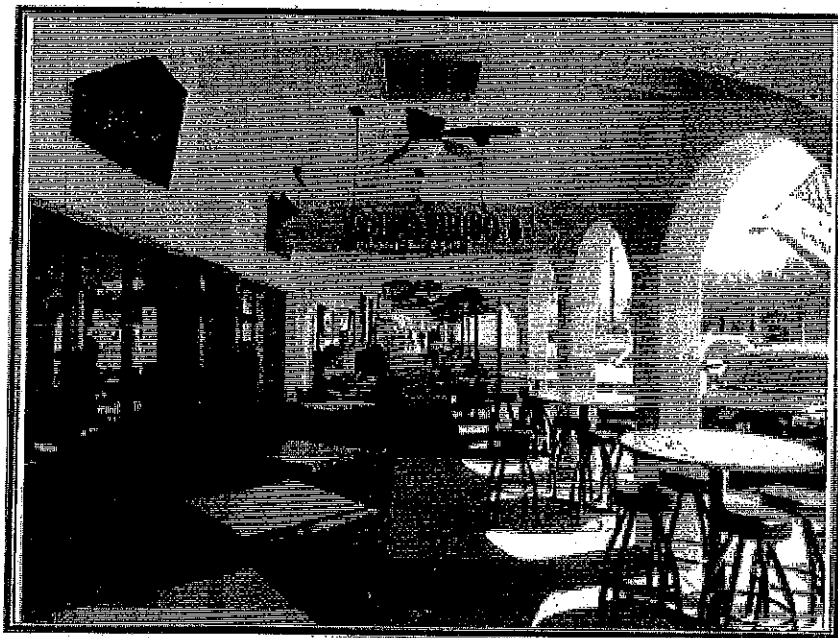
PHOTOGRAPHS OF THE SUBJECT PROPERTY – Taken on June 23, 2017

Valuation Consultants
File No. RT-17-38

1



View of Front of Subject Building



Entrance and Front Exterior Seating Area

Valuation Consultants
File No. RT-17-38

2



Seating Area



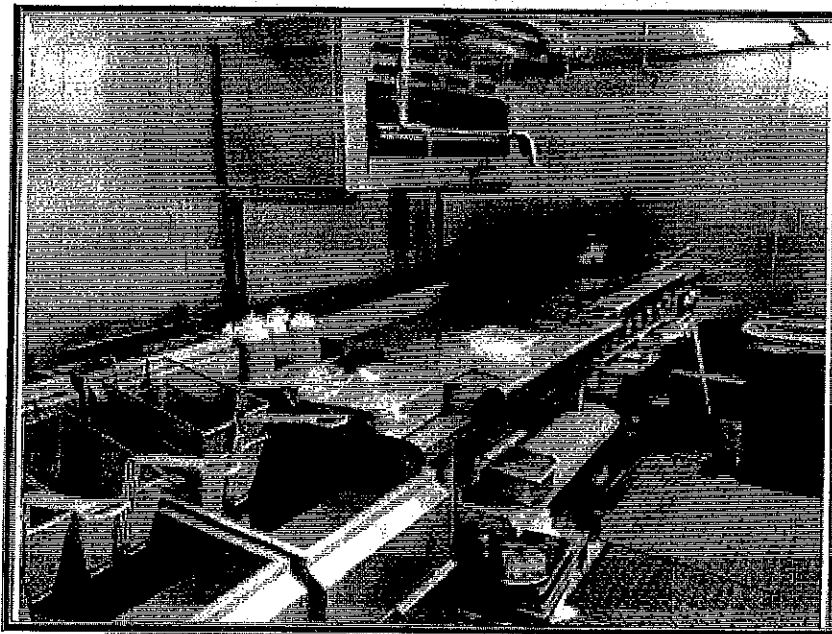
Seating Area

Valuation Consultants
File No. RT-17-38

3



Bar Area



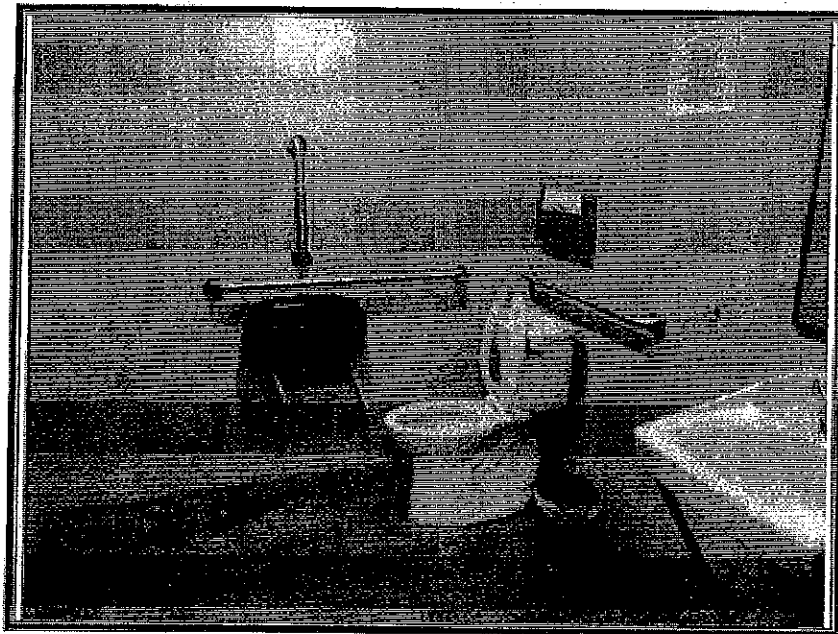
Kitchen

Valuation Consultants
File No. RT-17-38

4



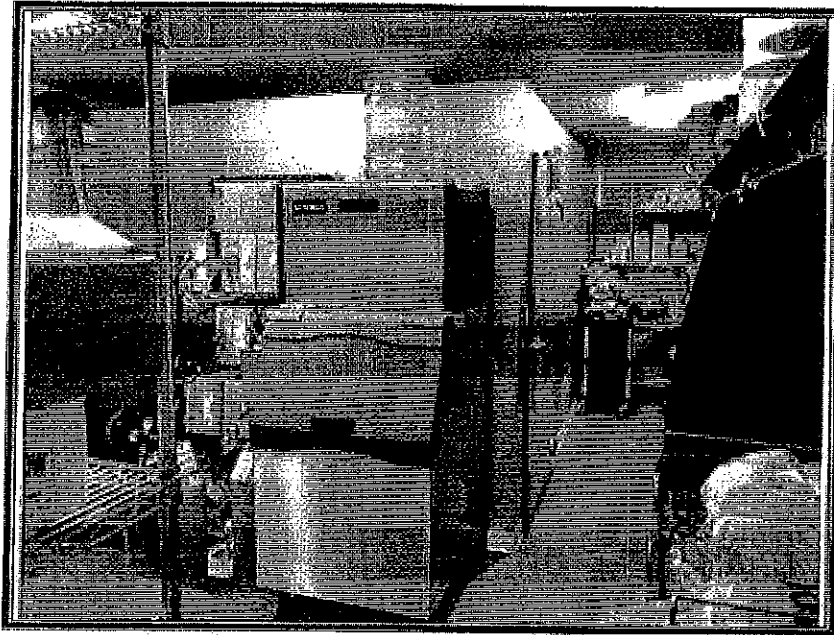
Back House Area – Start of Addition



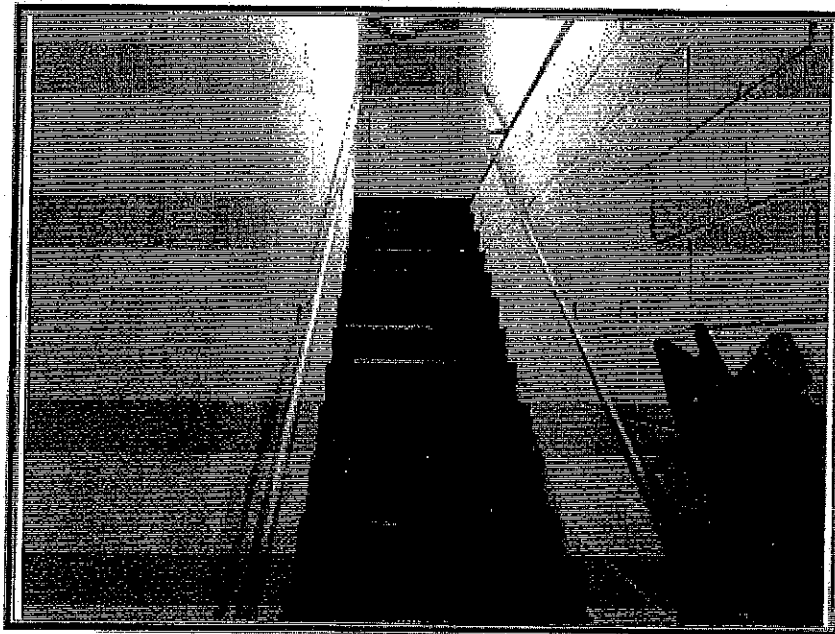
Typical Restroom

Valuation Consultants
File No. RT-17-38

5



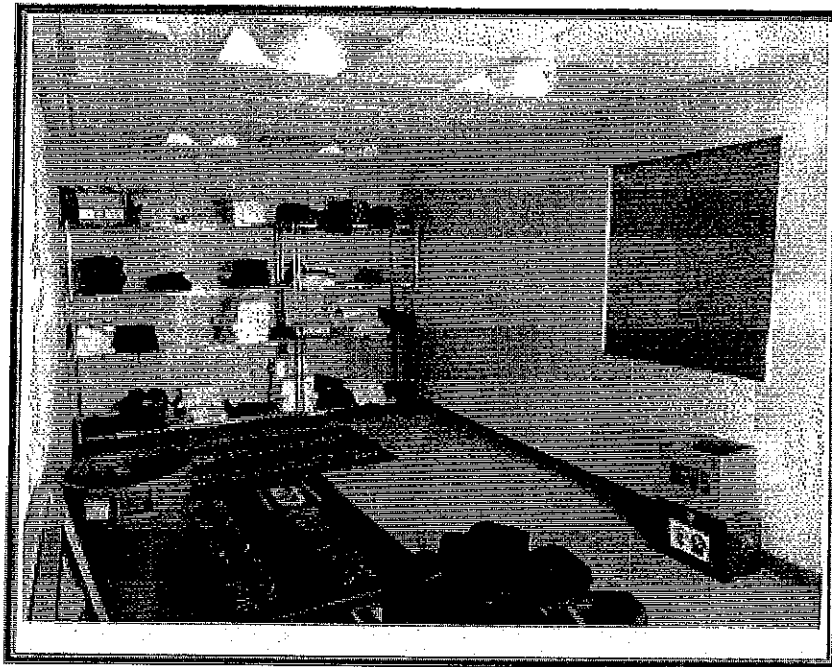
Large Storage Room with Walk-In Cooler



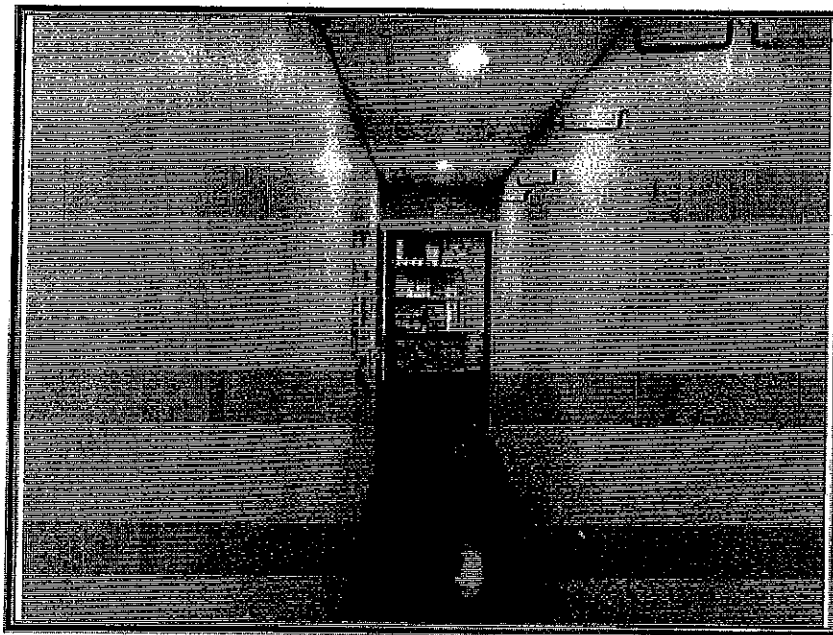
Stairway to Upper Level and Rear Yard

Valuation Consultants
File No. RT-17-38

6



Large Office in Second Story



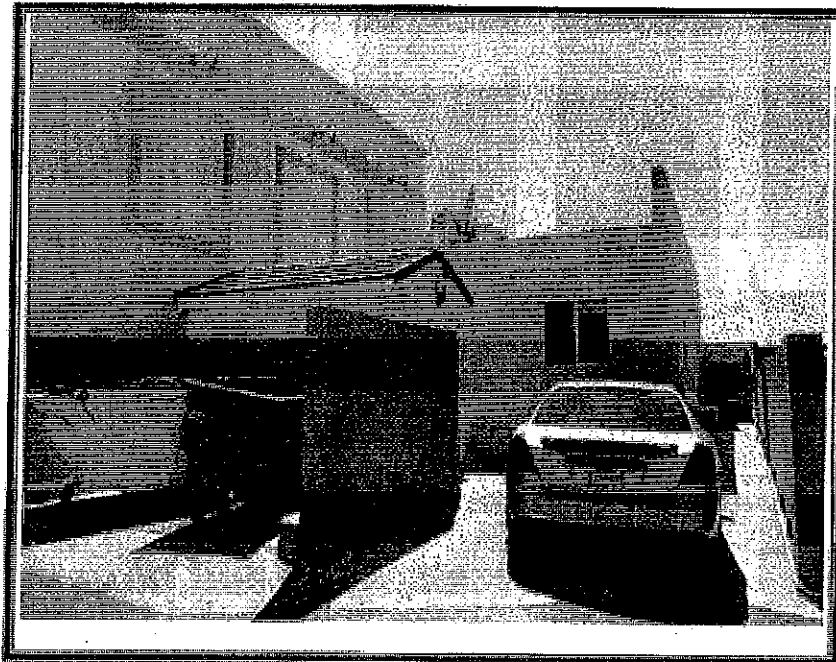
Second Story Hallway

Valuation Consultants
File No. RT-17-38

7



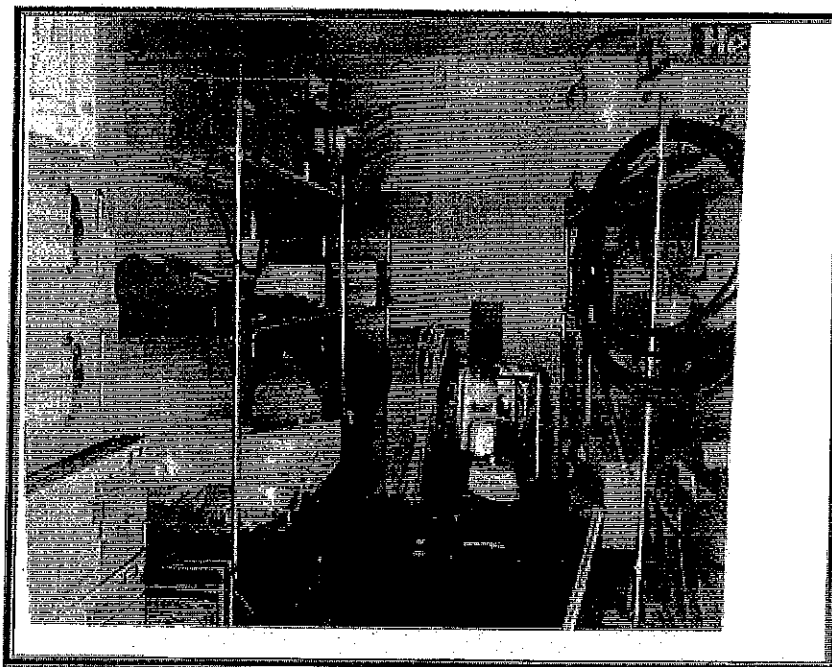
Second Story Storage Room
(another private office off to the right)



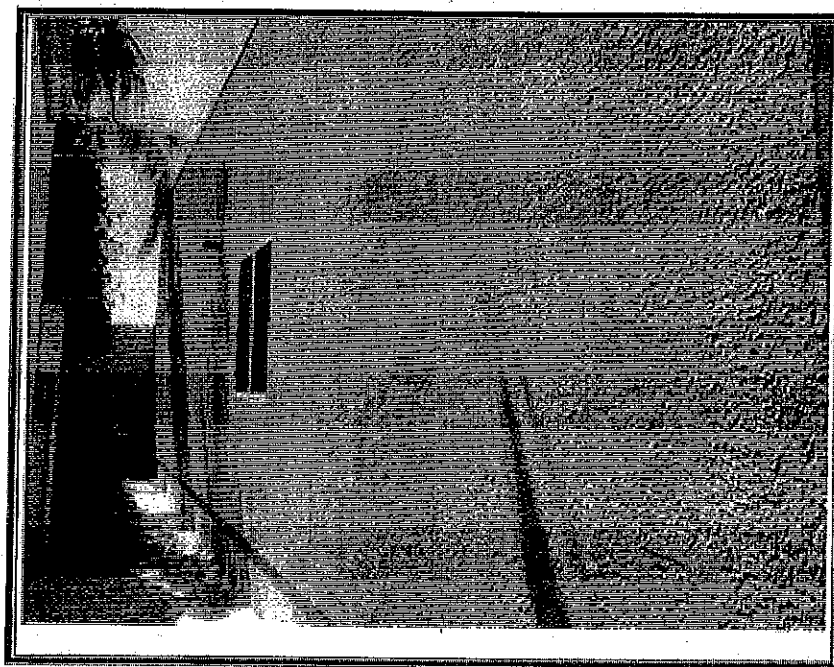
Rear Site Area

Valuation Consultants
File No. RT-17-38

8



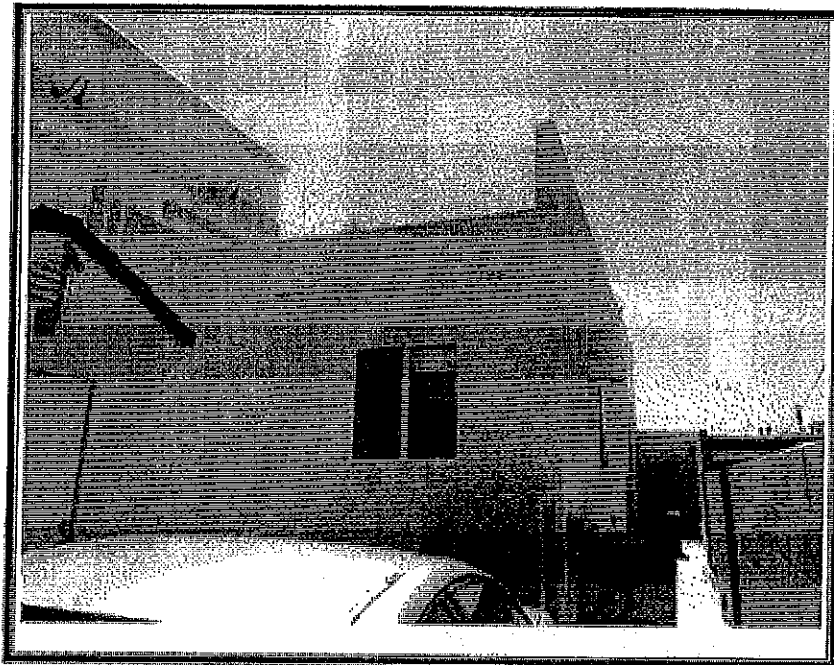
Interior View of Added Storage Building



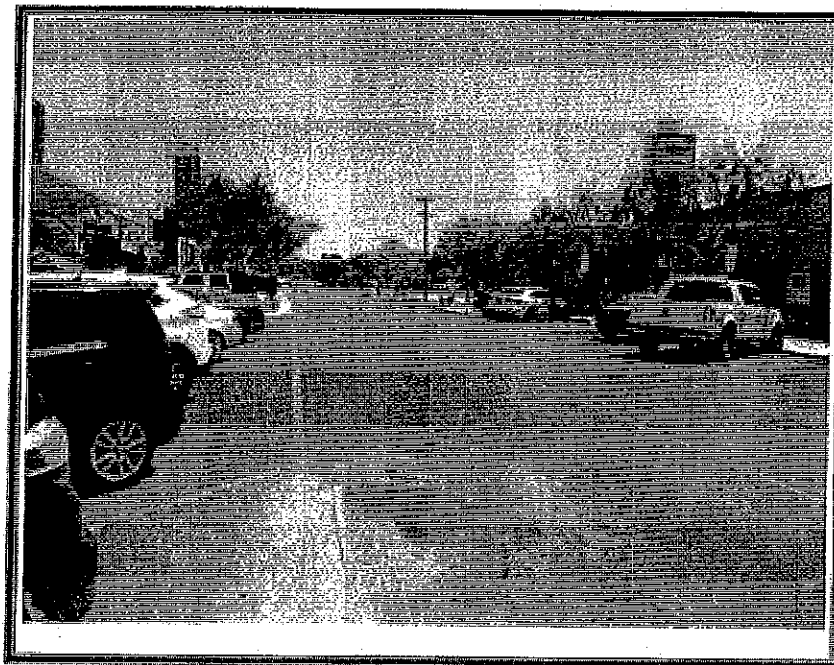
East Elevation of Second Story Addition

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Northern and Western Elevations of Second Story Addition

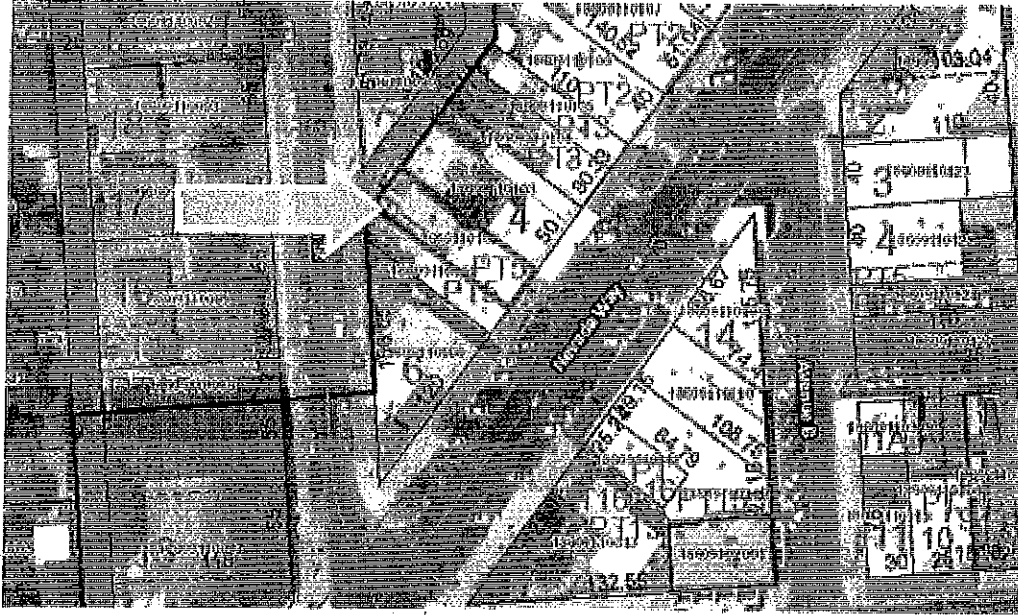


Viewing East Along Nevada Way, Subject to the Left

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SUBJECT INTRODUCTION



The subject is a 3,034-square foot, two story bar/tavern operating as Jacks Sports Bar and Grill. A portion of the improvements (1,488 SF) were originally built in 1953. After acquiring the property in 2012, the current owner added an additional 1,546 square feet of two story "back house" space which was completed in 2013. During the addition, the entire building was upgraded as well, which included HVAC system, electrical, and plumbing. The 2013 addition included adding two new restrooms, a large storage and walk-in cooler room, and second story office space and finishing rear site improvements. The overall site size is 0.08 net acres and is entirely paved with concrete block perimeter fencing and includes an added 96 square foot (12' x 8') storage building which was also built during the renovation in 2013. The 96-square foot storage building is not included in the overall building square footage but is an added amenity to the subject property. The rear site area is accessible via paved alleyway and allows for one on-site parking stall while there is only public on-street parking along the front of the building on Nevada Way. Overall, with the added improvements and renovations taken place during 2013, the subject property is in very good condition.

Definitions

Market Value Defined

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this

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definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations; Title 12 – Banks and Banking; Chapter I – Comptroller of the Currency, Department of the Treasury; Part 34 – Real Estate Lending and Appraisals; Subpart C – Appraisals; Sec. 34.42 – Definitions [g]; Revised as of May 16, 2016)

“As Is” Market Value is defined as, “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.” *(Source: The Dictionary of Real Estate Appraisal, 6th ed. [Chicago: Appraisal Institute, 2015] page 13)*

Exposure Time is defined as, “1. The time a property remains on the market. 2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.” *(Source: The Dictionary of Real Estate Appraisal, 6th ed. [Chicago: Appraisal Institute, 2015] page 83)*

Marketing Time is defined as, “An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.” *(Source: The Dictionary of Real Estate Appraisal, 6th ed. [Chicago: Appraisal Institute, 2015] page 140)*

Type of Appraisal

To communicate my opinion of value, I prepared an Appraisal Report as defined by the 2016-2017 Edition of USPAP. This is an Appraisal Report, which is intended to comply with the reporting requirements set under Standards Rule 2-2(a) of USPAP. *Please be advised that the opinions and conclusions set forth in the attached report may not be understood properly without additional information in my work file which is available upon request.*

Scope of Work:

The scope of work was clearly discussed with the client. I, Keith Harper, MAI was engaged to provide this appraisal by the intended user, Jack Gaal.

- **Extent to which the property is identified** – I was not provided with a title report, but I analyzed public records and researched the subject property. I relied on these public records and as well as conversations with the property owner Jack Gaal, who also provided me with building plans. I reserve the right to modify my conclusions based upon surveys or other studies that reflect different data than used in this appraisal. Because I did not have a title report, I am unaware of any easements that may or may not be present on the subject property. I did not perform a title search or survey of the subject property. The square footage is taken from the building plans provided to me by the property owner.
- **Extent to which tangible property is visited** – On June 23, 2017, my associate Daniel Bell, visited the subject property in order to develop impressions of the physical characteristics based on visual observations of apparent and unapparent conditions. Photographs were taken at that time and contained herein. I, Keith Harper, MAI later drove by the property and viewed the property. I drove the immediate area and viewed the majority of the comparables from the street.

This appraisal is not a property condition report, and should not be relied upon to disclose any conditions present in the properties, and it does not guarantee the properties to be free of defects. I am not a licensed inspector, and did not make an "inspection" of the individual houses.

No hazardous materials were reported. No responsibility is assumed for any such conditions or for any expertise or engineering required to detect or discover them. I urge the user of this report to obtain the services of specialists for the purpose of conducting inspections, engineering studies, or environmental audits. While I refer to FEMA flood maps, I am not a licensed surveyor and not qualified to make flood plain determinations, and I recommend that a qualified party be consulted before any investment decision is made.

- **The type and extent of data researched** – Sales data was obtained through researching Costar Comps, the *Property Line* data service, and public records. The comparable properties were analyzed with consideration of such differences as legal encumbrances, conditions of sale, financing terms, market conditions, location, physical characteristics, and availability of utilities, zoning, and highest and best use.
- **The type and extent of analysis applied** – This appraisal report is intended to comply with the 2016-2017 Edition of USPAP. I developed an indication of the "as is" market value of the fee simple estate using only the Sales Comparison Approach. The subject is 100% owner-occupied, similar to most similar uses in the immediate market area. Potential owner occupants and market participants rely primarily on the Sales Comparison Approach to make purchase decisions pertaining to this type of property.

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It is my opinion that the income and cost approaches are not necessary for credible assignment results. These two approaches are not being used by market participants to make investment decisions for owner occupied properties.

This appraisal report is intended to be an "appraisal assignment". That is the intention that the appraisal service be performed in such a manner that the results of the analysis, opinion, or conclusion be that of a disinterested third party.

Environmental Problems Observed

I was not provided with any type of environmental reports and the property visit did not reveal any environmental hazards. *However, I am not an expert in these matters and this appraisal assumes that the subject property is not adversely affected by any on-site or off-site environmental hazards.*

Extraordinary Assumptions

None.

Hypothetical Conditions

None.

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DESCRIPTION OF THE IMPROVEMENTS

The subject is a 3,034-square foot, two story bar/tavern operating as Jacks Sports Bar and Grill. A portion of the improvements (1,488 SF) were originally built in 1953. After acquiring the property in 2012, the current owner added an additional 1,546 square feet of two story "back house" space which was completed in 2013. During the addition, the entire building was upgraded as well, which included HVAC system, electrical, and plumbing. The 2013 addition included adding two new restrooms, a large storage and walk-in cooler room, and second story office space and finishing rear site improvements. The overall site size is 0.08 net acres and is entirely paved with concrete block perimeter fencing and includes an added 96 square foot (12' x 8') storage building which was also built during the renovation in 2013. The 96-square foot storage building is not included in the overall building square footage but is an added amenity to the subject property. The rear site area is accessible via paved alleyway and allows for one on-site parking stall while there is only public on-street parking along the front of the building on Nevada Way. Overall, with the added improvements and renovations taken place during 2013, the subject property is in very good condition.

The following summarizes the description of the existing improvements.

Type of Improvement:	Restaurant/Tavern
Number of Stories:	Two
Year Built:	Originally built in 1953, with an addition added in 2013 while the entire property was upgraded with HVAC, electrical, plumbing and other interior improvements at this time.
Size:	3,304 SF
Construction Components	
Foundation:	Reinforced concrete slab
Structural System:	The building is of masonry block construction.
Roof:	The building has a flat roof system.
Exterior Walls:	The exterior walls are masonry (the first level shares a common fire party wall with the properties on both sides).
Interior Walls:	The interior walls are concrete and drywall.
Floor Finish:	A mixture of stamped concrete, ceramic tile, and commercial carpet.
Ceilings and Lighting:	Drop down ceiling grid with recessed fluorescent fixtures.

Heating & A/C:

Centrally heated and cooled and assumed to be per building codes and contain adequate tonnage to properly service the building.

Site Improvements

Parking:

Public Parking is available along Nevada Way with one additional private parking space in the rear yard.

Yard Improvements:

The entire site is paved with the rear portion of the site having concrete block perimeter wall and trash enclosure. Additionally, there is a 12' x 8' storage building which was also built in 2013.

Furniture, Fixtures and Equipment (FF&E)

The valuation excludes all personal property.

Environmental Considerations

It is assumed that no adverse environmental conditions exist at the subject property. However, the appraiser is not an expert in such matters and this report assumes that the subject property is not adversely affected by any type of environmental hazards.

Improvement Analysis Conclusion

In conclusion, the subject's improvements are afforded adequate functional utility and are in very good condition for its age. Again, there was an addition of approximately 1,546 square feet of two story back house space while the entire property was renovated and upgraded at this time.

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HIGHEST AND BEST USE ANALYSIS

Highest and best use, as used in this report, is defined as follows:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." (Source: *The Dictionary of Real Estate Appraisal*, 6th ed. [Chicago: Appraisal Institute, 2015] page 109)

Highest and Best Use "As Though Vacant"

Based on the legally permissible, physically possible, financially feasible and maximally productive characteristics, the highest and best use of the subject property "as though vacant" is for the future development of a commercial development.

Highest and Best Use "As Improved"

Based on the legally permissible, physically possible, financially feasible and maximally productive characteristics, the highest and best use "as improved" is for the continued use of the existing improvements.

METHOD OF VALUATION

In valuing the "As Is" Market Value of the Fee Simple Estate of the subject, only the Sales Comparison Approach is utilized. The subject is 100% owner-occupied, similar to most similar uses in the immediate market area. Potential owner occupants and market participants rely primarily on the Sales Comparison Approach to make purchase decisions pertaining to this type of property. It is my opinion that the income and cost approaches are not necessary for credible assignment results. These two approaches are not being used by market participants to make investment decisions for owner occupied properties.

SALES COMPARISON APPROACH

The sales comparison approach requires the assembly of recent sales data for comparison. In order to gather the comparable sale data, contact was made with brokers and investors active in the area, and sales leads acquired from COMPS, Inc., a comparable data service published by CoStar, and Property Line and Loop Net data services, were pursued.

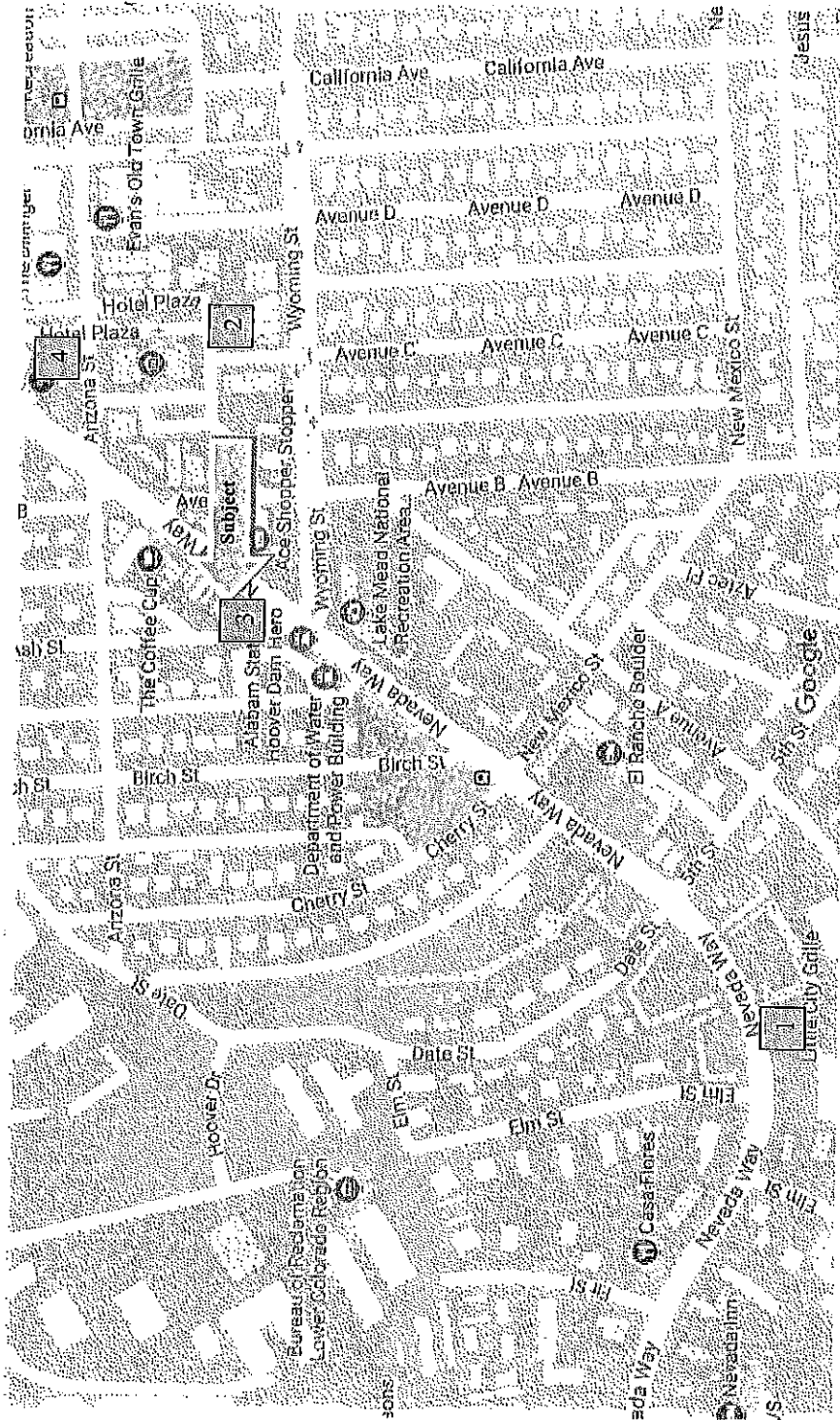
After the selection of the sales, a comparative analysis of relevant factors that influence value was undertaken to adjust the data to the subject property based on the actions and preferences demonstrated by participants in the marketplace. The methodology that has been used in the sales comparison approach is the sale price per square foot of building area.

The basis of this methodology is comparison of the individual sale comparables to the subject property whereby adjustments may be extracted and applied to account for variances in the significant characteristics between the comparables and the subject. Various factors were considered such as market conditions at the time of sale, location, age (based on the year of construction), construction quality, building size, overall appeal, etc.

In order to determine a value conclusion via the sales comparison approach, the Boulder City market area was researched for recent closed sales of similar retail and restaurant buildings. The following map and chart summarizes the data. However, these sales included the real estate only with no considerations to the FF&E. These are the most recent sale transactions in the subject's immediate market area.

The following summarizes the comparable improved sales.

COMPARABLE IMPROVED SALES				
Sale Number	1	2	3	4
Property Name/Type	Little City Grille	Former Carlos's	Former Mel's Diner & Retail Buildings	Former Big Horn
Address	825 Nevada Way Boulder City, NV	561 Hotel Plaza Boulder City, NV	550-558 Nevada Way Boulder City, NV	1300 Arizona St Boulder City, NV
Transaction Date	4/14/2016	2/27/2015	10/23/2014	8/26/2013
Year Built	1951	1946	1936	1955
Total Size (SF)	1,252	1,065	3,543	2,663
Sale Price	\$255,000	\$255,000	\$455,000	\$525,825
Price Per Unit	\$203.67	\$239.44	\$128.42	\$197.46
APN	186-08-610-023	186-09-110-129	186-09-110-100	186-09-110-023



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Analysis of Improved Sales

Several attributes have been analyzed for comparison with the subject, including property rights conveyed, financing, conditions of sale, and various physical characteristics. The attributes that affect the values of the sales as compared to the subject were given primary consideration in this analysis. After all of the comparisons are completed, each of the sales was rated on an overall basis. The purpose of this overall rating system is to bracket the subject and narrow the range of the value opinion.

Property Rights Conveyed

No adjustments were necessary for property rights conveyed.

Terms of Sale

Upon verification of each transaction, each is scheduled to transpire on an all cash basis or a cash equivalency basis. Therefore, adjustments for the terms of sale are not needed.

Conditions of Sale

Confirming with respective parties revealed sales no unusual no unusual conditions of sale affecting the various transactions and each was reported to be an arm's-length transaction. As a result, no adjustments are warranted.

Market Conditions

As seen, the four closed sales within Boulder City transferred from August 2013 to April 2016. Sales Three and Four that closed in 2013 and 2014 have been adjusted upward for market conditions. An adjustment is warranted as the market significantly improved in 2015 and has been stable in the past couple of years. Thus, I have applied a 0.5% per month upward adjustment to Comparables Three and Four.

Physical Characteristics

The following outlines the remaining adjustment consideration for different physical components.

Location

Comparables Three and Four are situated in similar downtown locations as the subject and are rated similar. Comparables One and Two are rated slightly inferior when compared to the subject and are adjusted upwards 5% for location.

Building Size

The subject contains 3,304 square feet, rated similar in size when compared to Comparables Three and Four. Comparables One and Two are much smaller when compared to the subject property. Therefore, a 10% downward adjustment is applied to Comparables One and Two. This adjustment is applied as smaller properties will sell at a higher unit price, all things being equal.

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Age/Condition

Over the years, the subject improvements have undergone renovations and the property has been well maintained and is in very good condition for its age. Sale One is rated inferior and is adjusted upward 20%. Sales Two and Four are rated slightly inferior for age/condition and are both adjusted upward 10%. Sale Three is rated very inferior and is adjusted upward 40%.

Adjustment Summary

The following summarizes the adjustments applied to the comparable sales.

ADJUSTMENT GRID				
Sale Number	1	2	3	4
Transaction Date	4/14/2016	2/27/2015	10/23/2014	8/26/2013
Year Built	1951	1946	1936	1955
Total Size (SF)	1,252	1,065	3,543	2,663
Sale/List Price	\$255,000	\$255,000	\$455,000	\$525,825
Price Per Unit	\$203.67	\$239.44	\$128.42	\$197.46
Property Rights	0%	0%	0%	0%
Financing Terms	0%	0%	0%	0%
Conditions of Sale	0%	0%	0%	0%
Market Conditions	0%	0%	16%	17%
Subtotal	\$203.67	\$239.44	\$148.97	\$231.02
Location	5%	5%	0%	0%
Size	-10%	-10%	0%	0%
Age/Condition	20%	10%	40%	10%
Total Adjustments	15%	5%	40%	10%
Value Indicators	\$234.23	\$251.41	\$208.56	\$254.13

Reconciliation of the "As Is" Market Value via the Sales Comparison Approach

For this analysis, four closed sales were taken from the Boulder City market. Although two of the four closed sales are slightly dated sales, sales data in Boulder City is limited and these sales provide a good indication of the current value of the subject property. Before the adjustments, the sales indicated a unit price range of \$128.42 to \$239.44 per square foot. After various adjustments, the sales indicate a more consistent unit value range of \$208.56 to \$254.13 per square foot, with a mid-range indicator of approximately \$237 per square foot.

The lowest indicator before and after adjustments is Comparable Three. This sale included a small restaurant space and two retail suites. Additionally, the property was in below average condition at the time of sale, needing several upgrades. Overall, Comparable Three is given less weight.

The remaining comparables indicate an adjusted range from \$234.23 to \$254.13 per square foot. The two highest adjusted indicators are Comparables Two and Four.

The subject property has excellent location characteristics being located along Nevada Way in Downtown Boulder City. Additionally, the subject is in very good condition after recently being completely renovated with added two story backhouse/office space.

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Considering the data discussed above and the well-maintained condition and quality of the property, I have reconciled to a unit value of \$235 per square foot which is bracketed by the overall unadjusted and adjusted ranges. Therefore, based on all the information discovered and considered herein, and subject to the assumptions and limiting conditions outlined within the report, the subject's "as is" market value of the fee simple estate, via the Sales Comparison Approach, as of June 23, 2017, is as follows:

Building Area		3,034
Unit Value	X	\$235.00
Value Indication		\$712,990
Rounded		\$715,000

Exposure Time & Marketing Time

Reasonable exposure time is projected to be 12 months. Based on the market activity and recognizing the economic climate on both a national and local level, the marketing time is projected to be approximately 12 months.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value opinion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

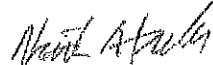
13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. The existing improvements are assumed to be completed in a good workmanlike manner in accordance with the requirements and specifications of Boulder City.
15. Neither Valuation Consultants, nor any of its employees has a financial interest in the property appraised.
16. The fee for this report is not contingent upon the value reported.
17. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering, which might be required to discover such factors.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ☐ The statements of fact contained in this report are true and correct.
- ☐ The reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions stated in this appraisal report, and are my personal, unbiased professional analyses, opinions and conclusions.
- ☐ There is no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
- ☐ I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ☐ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ☐ My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- ☐ My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the 2016-2017 Edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP) as published by the Appraisal Foundation.
- ☐ Keith Harper, MAI has made a personal visit of the property that is the subject of this report.
- ☐ Daniel J. Bell provided significant real property appraisal assistance to the person signing this report.
- ☐ The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- ☐ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ☐ The appraiser certifies that his applicable state registration/certification has not been revoked, suspended, canceled, or restricted.
- ☐ As of the date of this report, I, Keith Harper, MAI, has completed the continuing education program for the Designated Members of the Appraisal Institute.

VALUATION CONSULTANTS



Keith Harper, MAI
Certified General Appraiser
Number A.0000604-CG
State of Nevada
Expires: March 31, 2018

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ADDENDA

LETTER OF ENGAGEMENT

AGREEMENT FOR PROFESSIONAL APPRAISAL SERVICES

DATE OF AGREEMENT: JUNE 13, 2017

PARTIES TO AGREEMENT:

Client:

John A. Gaal & Katherine B. Gaal, Trustees
of the John A. Gaal Family Trust dated May 9, 1995
540 Birch Street
Boulder City, Nevada 89005-2414

**VALUATION
CONSULTANTS**

Client hereby engages Valuation Consultants to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

The subject property is the existing restaurant/tavern located at 544 Nevada Way, Boulder City, Clark County, Nevada 89005. This property is also identified as Clark County Assessor's Parcel Number (APN) 186-09-110-102.

PROPERTY TYPE

The subject is improved with a restaurant/tavern building.

INTEREST VALUED

The interest that will be valued is the fee simple estate.

INTENDED USERS

John A. Gaal & Katherine B. Gaal, Trustees of the John A. Gaal Family Trust dated May 9, 1995

INTENDED USE

The intended use of this appraisal is to assist in the internal decision making process pertaining to a possible sale of the property.

TYPE OF VALUE

"Market Value" as defined by the Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f).)

DATE OF VALUE

Current value as of the date of the property visit

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

None Anticipated.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

PURPOSE OF THE APPRAISAL

The purpose of the report will be to provide an opinion of value based on the following value premise:

- "As Is" Market Value of the Fee Simple Estate

ANTICIPATED SCOPE OF WORK

Site Visit, analysis of comparable commercial building sales and an analysis of the subject's physical and legal characteristics.

VALUATION APPROACHES

Sales comparison approach

APPRAISAL REPORT

Report option: Summary Appraisal Report

Form or format: Narrative

DELIVERY DATE

Within two weeks of receiving written authorization to proceed

DELIVERY METHOD/ NUMBER OF COPIES

E-mail PDF of the appraisal and up to three printed copies, if requested.

PAYMENT TO APPRAISER

\$2,000 – Please note that 100% payment of the fee is required before the final report will be released.

PROPERTY UNDER CONTRACT FOR SALE

If the property being appraised is under contract for sale, Client shall provide to Appraiser a copy of said contract including the Addenda.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the *Uniform Standards of Professional Appraisal Practice (USPAP)*.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use, the date of value, the type of value or the property appraised, cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on the assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within two (2) days of the Date of Agreement specified.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

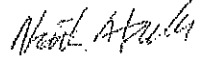
In addition to all other terms and conditions of this agreement, the client and the Appraiser agree that the appraisal services under this agreement and the appraisal report, and any use of the report, is and will be subject to the statements, limiting conditions and other terms set forth in the final appraisal report.

If this proposal is acceptable, please authorize the Appraiser to proceed with the appraisal by signing below.

If you have any questions concerning this proposal, please do not hesitate to call Keith Harper, MAI at (702) 222-0018, extension 11 or on his cell phone at (702) 303-0533.

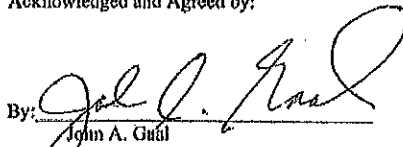
Respectively submitted,

VALUATION CONSULTANTS



Keith Harper, MAI
Certified General Appraiser
License Number A.0000604-CG
State of Nevada
Expires - March 31, 2018

Acknowledged and Agreed by:

By: 
John A. Guil

Date: 6-14-17

QUALIFICATIONS OF THE APPRAISER

QUALIFICATIONS OF KEITH HARPER, MAI

I, Keith Harper, MAI graduated with a Bachelor of Arts from the University of Texas at Austin. I am currently President/Owner of Harper Appraisal, Inc. a Nevada corporation dba Valuation Consultants located at 4200 Cannoli Circle, Las Vegas, Nevada, 89103-5404. My direct phone number is (702) 222-0018, ext. 11 and the fax number is (702) 222-0047. My email address is kharp@valconlv.com. A partial resume of specific qualifications is outlined as follows:

Professional Memberships and Licenses Held

Designated Member of the Appraisal Institute #9262

Certified General Appraiser - Nevada, License Number A.0000604-CG, Expires March 31, 2018

Las Vegas Chapter of the Appraisal Institute

1994 – Vice President

1995 – President

1995 – Regional Representative

2010 – Nominating Committee

Latter Part of 2010 – Government Relations Chair

2011 to 2015 – Government Relations Chair and/or Government Relations Committee

Nevada Department of Taxation

Member, State Board of Equalization – Appointed in April 2013

University of Nevada – Las Vegas

Spring Semester 2011 – Part Time Instructor; RE 333 Real Estate Valuation

Spring Semester 2012 – Part Time Instructor; RE 333 Real Estate Valuation

Spring Semester 2013 – Part Time Instructor; RE 333 Real Estate Valuation

Formal Education

University of Texas at Austin, B.A., August 1984, Minor in Business Administration

Appraisal Education

- 1985 The Appraisal Institute's Course 1A1 – R.E. Appraisal Principles
- 1986 The Appraisal Institute's Course 1A2 – Basic Valuation Procedures
- 1986 The Appraisal Institute's Course 1BA – Cap Theory & Tech, Part A
- 1987 International Right of Way Association – The Appraisal of Partial Acquisitions
- 1987 The Appraisal Institute's Course 1BB – Cap Theory & Tech, Part B
- 1987 International Right of Way Association – Skills of Expert Testimony
- 1987 International Right of Way Association – Easement Valuation
- 1988 The Appraisal Institute's Course 022 – Valuation Analysis and Report Writing
- 1989 The Appraisal Institute's Course SPP – Standards of Professional Practice
- 1990 International Right of Way Association – Legal Aspects of Easements

- 1990 The Appraisal Institute's Course 2-1 -- Case Studies in R.E. Valuation
- 1992 The Real Estate Exam Center's Course -- Nevada Appraisal Law
- 1993 Bank of California -- Commercial Fee Panel Seminar
- 1993 The Appraisal Institute's Course I410 -- Standards of Professional Practice, Part A
- 1993 The Appraisal Institute's Course II420 -- Standards of Professional Practice, Part B
- 1994 International Right of Way Association Course 101 -- Law (Principles of Land Acquisition, Law Segment)
- 1994 The Appraisal Institute's Program -- Cash Equivalency
- 1995 The Appraisal Institute Program -- Marketing for Appraisers
- 1997 Commercial Investment Real Estate Institute -- CI 101: Financial Analysis for Commercial Investment Real Estate
- 1997 The Appraisal Institute's Program -- Litigation Appraisals and Expert Testimony: Mock Trial
- 1997 The Appraisal Institute's Program R600 -- The FHA Appraisal
- 1997 The Appraisal Institute's Program -- Understanding and Using DCF Software
- 1998 The Appraisal Institute's Program R6127 -- Historic and Estate Homes
- 1999 The Appraisal Institute's Course II430 -- *Uniform Standards of Professional Appraisal Practice (USPAP) Part C*
- 2000 The Appraisal Institute's Course #A7478 -- Attacking and Defending an Appraisal in Litigation
- 2000 Nevada Appraisal Seminars -- Appraising Atypical Properties
- 2001 The Appraisal Institute's Program -- Condemnation Appraising: Basic Principles and Applications
- 2002 Course Sponsored by Gregory A. Hoefer, MAI and Approved for Continuing Appraisal Education by The Nevada Commission of Appraisers -- National USPAP 2002 Update -- A7453ES
- 2002 The Chicopee Group -- Introduction to Commercial Appraising
- 2002 The Appraisal Institute's Online Course -- Internet Search Strategies for R.E. Appraisers
- 2002 The Appraisal Institute's Program -- Appraisal Consulting
- 2002 The Appraisal Institute's Course SE700 -- The Appraiser as an Expert Witness: Preparation and Testimony
- 2003 United States Department of the Interior BLM Workshop -- SNPLMA Appraisal Compliance Nevada Course Code A7681
- 2004 CLE International -- Eminent Domain Conference
- 2004 Institute for Real Estate and Appraisal Studies -- 7-Hour National USPAP Course
- 2005 CLE International -- Eminent Domain Conference
- 2006 The Appraisal Institute's Course 1400 -- 7-Hour National USPAP Update
- 2006 Institute for Real Estate and Appraisal Studies -- Highest and Best Use
- 2006 The Appraisal Institute's Online Course - Analyzing Operating Expenses
- 2007 The Appraisal Institute's Online Course 420 - Business Practice and Ethics
- 2007 The Appraisal Institute's Program Online Course - Analyzing Distressed Real Estate
- 2007 The Appraisal Institute's Online Course - Condominiums, Co-ops and PUDs
- 2007 The Appraisal Institute's Online Course - Cool Tools: New Technology for Real Estate Appraisers
- 2007 The Appraisal Institute's Online Course -- What Commercial Clients Would Like Appraisers to Know
- 2007 The Appraisal Institute's Online Course - Scope of Work: Expanding Your Range of Services

- 2007 The Appraisal Institute's Online Course – Apartment Appraisal, Concepts & Applications
- 2008 Las Vegas Chapter of the Appraisal Institute's Seminar – Spotlight on Common Errors and Confidentiality USPAP Issues
- 2008 The Appraisal Institute's Course 1400 – 7-Hour National USPAP Update
- 2010 The Appraisal Institute's Seminar – Appraisal Policy Changes: Challenges & Opportunities
- 2010 The Appraisal Institute's Online Course - Business Practices and Ethics
- 2010 The Appraisal Institute's Online Course - Supervising Appraisal Trainees
- 2010 The Appraisal Institute's Online Course - Eminent Domain and Condemnation
- 2010 The Appraisal Institute's Online Course – Site Use and Valuation Analysis
- 2010 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2010 The Appraisal Institute's Seminar – Appraisal Regulatory Update
- 2010 Coalition of Appraisers in Nevada - Legislative Update
- 2011 Las Vegas Market Symposium 2011
- 2012 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2012 The Appraisal Institute's Course – Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
- 2013 Las Vegas Market Symposium – November 7, 2013
- 2014 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2014 The Appraisal Institute's Online Course – Comparative Analysis
- 2014 The Appraisal Institute's Online Course – Data Verification Methods
- 2014 The Appraisal Institute's Online Course – Business Practices and Ethics
- 2015 Las Vegas Market Symposium – November 5, 2015
- 2016 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2016 The Appraisal Institute's Online Course – Thinking Outside the Form
- 2016 The Appraisal Institute's Online Course – The Discounted Cash Flow Model: Concepts, Issues, and Applications
- 2016 The Appraisal Institute's Online Course – Using Your HP12C Financial Calculator

Experience

In 1985, I started my career as a commercial appraiser when I joined Trans-Texas Land Services in Austin, Texas. During 1985 to 1988, I was associated with this firm that specialized in the field of eminent domain. I was involved in their commercial appraisal and right-of-way acquisition departments. I was then associated for four years from 1988 to 1992 as a Vice President of McCluskey-Jenkins Appraisal, Inc. also in Austin. During my employment at this firm, I was involved in the analysis and valuation of commercial real estate.

In March of 1992, I moved to Las Vegas and started an office as one of the three owners/partners of Morgan, Beebe & Harper, Inc. which had been legally incorporated in The State of Texas as of the effective date of February 20, 1992. This partnership was ended in late 1997, but this Texas Corporation and partnership was not legally dissolved until Articles of Dissolution were filed with The State of Texas Secretary of State on January 12, 2000. I filed Articles of Incorporation with the State of Nevada Secretary of State on December 28, 1999 in order to form a new Nevada Corporation known as Morgan, Beebe & Harper of Nevada, Inc. I am the 100 percent shareholder of this corporation.

On August 28, 1998, I formed a new partnership and we filed Articles of Organization with the State of Nevada Secretary of State that formed Valuation Consultants, LLC, a Nevada limited liability company.

Valuation Consultants, LLC dba Snyder-Harper & Associates operated until this partnership was ended as of April 1, 2006. A legal Dissolution of Valuation Consultants, LLC was filed with the State of Nevada Secretary of State effective as of July 28, 2006. Since April 1, 2006 through December 31, 2012, I operated as the 100 percent owner of Morgan, Beebe & Harper of Nevada, Inc., a Nevada corporation dba Valuation Consultants.

On January 1, 2013, Larry Snyder, MAI and I formed a new partnership, Harper-Snyder & Associates, LLC, a Nevada limited liability company. We operated under the legal entity of Harper-Snyder & Associates, LLC, a Nevada limited liability company dba Valuation Consultants until this LLC was dissolved on December 31, 2014.

As of January 1, 2015, I am operating as the 100 percent owner of Harper Appraisal, Inc., a Nevada corporation dba Valuation Consultants.

I have over 30 years of experience in the appraisal of a variety of commercial properties.

Types of Properties Appraised/Services Provided

Adult Use, Apartments, Condemnation (total and partial takes), Condominium Projects (High-Rise and Garden Style), Daycare Facilities, Gaming Resorts, Golf Courses, Health/Fitness Centers, Hotels, Industrial Properties, Leasehold/Leased Fee Interests, Litigation Support, Master Planned Communities (Residential and Commercial), Medical Offices, Motels, Office Buildings/Complexes, Residential Subdivisions, Retail Projects, Self-Storage Facilities, Taverns, Triple Net Properties, Vacant Land (all types).

I assist companies in cases involving disputes arising from transactions involving real estate appraisals and estimated valuation opinions of real estate. I have been involved in various real estate litigations involving the application of proper appraisal standards such as FIRREA and USPAP. I help counsel evaluate real estate appraisal issues, identify key documents obtained during discovery and prepare for depositions and trial, and draft court filings. I have testified before the District Courts in Nevada and the Federal Bankruptcy Courts. I have also provided litigation consulting services on real estate appraisal matters to various parties throughout the State of Nevada.

Clients

Clients include banks, other lenders, insurance companies, attorneys and private parties. A list is available upon request.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

Certificate Number: A-0000604-00

This is to Certify That: KEITH HARPER

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: March 24, 2016

Expire Date: March 31, 2018

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal attached thereto. This certificate must be conspicuously displayed in place of business.

FOR VALUATION CONSULTANTS
 400 CANNON CIRCLE
 LAS VEGAS, NV 89106

REAL ESTATE DIVISION
 JOSEPH CUDDEKER
 ASSESSOR

