

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL  
SUBDIVISION OF THE STATE OF  
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-  
LIABILITY COMPANY; AND FORE STARS,  
LTD., A NEVADA LIMITED-LIABILITY  
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-  
LIABILITY COMPANY; AND FORE STARS,  
LTD., A NEVADA LIMITED-LIABILITY  
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL  
SUBDIVISION OF THE STATE OF  
NEVADA,

Respondent/Cross-Appellant.

No. 84345

Electronically Filed  
Aug 25 2022 02:16 p.m.  
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**JOINT APPENDIX,  
VOLUME NO. 67**

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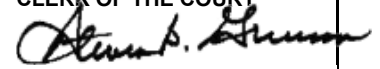
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15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 180 LAND CO LLC, a Nevada limited liability  
18 company, FORE STARS, LTD., a Nevada  
19 limited liability company and SEVENTY  
20 ACRES, LLC, a Nevada limited liability  
21 company, DOE INDIVIDUALS I-X, DOE  
22 CORPORATIONS I-X, and DOE LIMITED  
23 LIABILITY COMPANIES I-X,

24 Plaintiffs,

25 v.

26 CITY OF LAS VEGAS, a political subdivision of  
27 the State of Nevada; ROE GOVERNMENT  
28 ENTITIES I-X; ROE CORPORATIONS I-X;  
29 ROE INDIVIDUALS I-X; ROE LIMITED-  
30 LIABILITY COMPANIES I-X; ROE QUASI-  
31 GOVERNMENTAL ENTITIES I-X,

32 Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

**APPENDIX OF EXHIBITS IN  
SUPPORT OF CITY'S OPPOSITION  
TO PLAINTIFF'S MOTION TO  
DETERMINE TAKE AND FOR  
SUMMARY JUDGMENT ON THE  
FIRST, THIRD, AND FOURTH  
CLAIMS FOR RELIEF AND  
COUNTERMOTION FOR SUMMARY  
JUDGMENT**

**VOLUME 10**

33 The City of Las Vegas ("City") submits this Appendix of Exhibits in Support of the City's  
34 Opposition to Plaintiff's Motion to Determine Take and For Summary Judgment on the First, Third,  
35 and Fourth Claims for Relief and its Countermotion for Summary Judgment.

Exhibit	Exhibit Description	Vol.	Bates No.
A	City records regarding Ordinance No. 2136 (Annexing 2,246 acres to the City of Las Vegas)	1	0001-0011
B	City records regarding Peccole Land Use Plan and Z-34-81 rezoning application	1	0012-0030

Exhibit	Exhibit Description	Vol.	Bates No.
C	City records regarding Venetian Foothills Master Plan and Z-30-86 rezoning application	1	0031-0050
D	Excerpts of the 1985 City of Las Vegas General Plan	1	0051-0061
E	City records regarding Peccole Ranch Master Plan and Z-139-88 phase I rezoning application	1	0062-0106
F	City records regarding Z-40-89 rezoning application	1	0107-0113
G	Ordinance No. 3472 and related records	1	0114-0137
H	City records regarding Amendment to Peccole Ranch Master Plan and Z-17-90 phase II rezoning application	1	0138-0194
I	Excerpts of 1992 City of Las Vegas General Plan	2	0195-0248
J	City records related to Badlands Golf Course expansion	2	0249-0254
K	Excerpt of land use case files for GPA-24-98 and GPA-6199	2	0255-0257
L	Ordinance No. 5250 and Excerpts of Las Vegas 2020 Master Plan	2	0258-0273
M	Miscellaneous Southwest Sector Land Use Maps from 2002-2005	2	0274-0277
N	Ordinance No. 5787 and Excerpts of 2005 Land Use Element	2	0278-0291
O	Ordinance No. 6056 and Excerpts of 2009 Land Use & Rural Neighborhoods Preservation Element	2	0292-0301
P	Ordinance No. 6152 and Excerpts of 2012 Land Use & Rural Neighborhoods Preservation Element	2	0302-0317
Q	Ordinance No. 6622 and Excerpts of 2018 Land Use & Rural Neighborhoods Preservation Element	2	0318-0332
R	Ordinance No. 1582	2	0333-0339
S	Ordinance No. 4073 and Excerpt of the 1997 City of Las Vegas Zoning Code	2	0340-0341
T	Ordinance No. 5353	2	0342-0361
U	Ordinance No. 6135 and Excerpts of City of Las Vegas Unified Development Code adopted March 16, 2011	2	0362-0364
V	Deeds transferring ownership of the Badlands Golf Course	2	0365-0377
W	Third Revised Justification Letter regarding the Major Modification to the 1990 Conceptual Peccole Ranch Master Plan	2	0378-0381
X	Parcel maps recorded by the Developer subdividing the Badlands Golf Course	3	0382-0410
Y	EHB Companies promotional materials	3	0411-0445
Z	General Plan Amendment (GPA-62387), Rezoning (ZON-62392) and Site Development Plan Review (SDR-62393) applications	3	0446-0466
AA	Staff Report regarding 17-Acre Applications	3	0467-0482

Exhibit	Exhibit Description	Vol.	Bates No.
BB	Major Modification (MOD-63600), Rezoning (ZON-63601), General Plan Amendment (GPA-63599), and Development Agreement (DIR-63602) applications	3	0483-0582
CC	Letter requesting withdrawal of MOD-63600, GPA-63599, ZON-63601, DIR-63602 applications	4	0583
DD	Transcript of February 15, 2017 City Council meeting	4	0584-0597
EE	Judge Crockett's March 5, 2018 order granting Queensridge homeowners' petition for judicial review, Case No. A-17-752344-J	4	0598-0611
FF	Docket for NSC Case No. 75481	4	0612-0623
GG	Complaint filed by Fore Stars Ltd. and Seventy Acres LLC, Case No. A-18-773268-C	4	0624-0643
HH	General Plan Amendment (GPA-68385), Site Development Plan Review (SDR-68481), Tentative Map (TMP-68482), and Waiver (68480) applications	4	0644-0671
II	June 21, 2017 City Council meeting minutes and transcript excerpt regarding GPA-68385, SDR-68481, TMP-68482, and 68480.	4	0672-0679
JJ	Docket for Case No. A-17-758528-J	4	0680-0768
KK	Judge Williams' Findings of Fact and Conclusions of Law, Case No. A-17-758528-J	5	0769-0793
LL	Development Agreement (DIR-70539) application	5	0794-0879
MM	August 2, 2017 City Council minutes regarding DIR-70539	5	0880-0882
NN	Judge Sturman's February 15, 2019 minute order granting City's motion to dismiss, Case No. A-18-775804-J	5	0883
OO	Excerpts of August 2, 2017 City Council meeting transcript	5	0884-0932
PP	Final maps for Amended Peccole West and Peccole West Lot 10	5	0933-0941
QQ	Excerpt of the 1983 Edition of the Las Vegas Municipal Code	5	0942-0951
RR	Ordinance No. 2185	5	0952-0956
SS	1990 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0957
TT	1996 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0958
UU	1998 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0959

Exhibit	Exhibit Description	Vol.	Bates No.
VV	2015 aerial photograph identifying Phase I and Phase II boundaries, retail development, hotel/casino, and Developer projects, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0960
WW	2015 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0961
XX	2019 aerial photograph identifying Phase I and Phase II boundaries, and current assessor parcel numbers for the Badlands property, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0962
YY	2019 aerial photograph identifying Phase I and Phase II boundaries, and areas subject to inverse condemnation litigation, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0963
ZZ	2019 aerial photograph identifying areas subject to proposed development agreement (DIR-70539), produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0964
AAA	Membership Interest Purchase and Sale Agreement	6	0965-0981
BBB	Transcript of May 16, 2018 City Council meeting	6	0982-0998
CCC	City of Las Vegas' Amicus Curiae Brief, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	0999-1009
DDD	Nevada Supreme Court March 5, 2020 Order of Reversal, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	1010-1016
EEE	Nevada Supreme Court August 24, 2020 Remittitur, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	1017-1018
FFF	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlements on 17 Acres	6	1019-1020
GGG	September 1, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Final Entitlements for 435-Unit Housing Development Project in Badlands	6	1021-1026
HHH	Complaint Pursuant to 42 U.S.C. § 1983, <i>180 Land Co. LLC et al. v. City of Las Vegas, et al.</i> , 18-cv-00547 (2018)	6	1027-1122
III	9th Circuit Order in <i>180 Land Co. LLC; et al v. City of Las Vegas, et al.</i> , 18-cv-0547 (Oct. 19, 2020)	6	1123-1127
JJJ	Plaintiff Landowners' Second Supplement to Initial Disclosures Pursuant to NRCP 16.1 in 65-Acre case	6	1128-1137
LLL	Bill No. 2019-48: Ordinance No. 6720	7	1138-1142

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Exhibit	Exhibit Description	Vol.	Bates No.
MMM	Bill No. 2019-51: Ordinance No. 6722	7	1143-1150
NNN	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 65 Acres	7	1151-1152
OOO	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 133 Acres	7	1153-1155
PPP	April 15, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 35 Acres	7	1156-1157
QQQ	Valbridge Property Advisors, Lubawy & Associates Inc., Appraisal Report (Aug. 26, 2015)	7	1158-1247
RRR	Notice of Entry of Order Adopting the Order of the Nevada Supreme Court and Denying Petition for Judicial Review	7	1248-1281
SSS	Letters from City of Las Vegas Approval Letters for 17-Acre Property (Feb. 16, 2017)	8	1282-1287
TTT	Reply Brief of Appellants 180 Land Co. LLC, Fore Stars, LTD, Seventy Acres LLC, and Yohan Lowie in <i>180 Land Co LLC et al v. City of Las Vegas</i> , Court of Appeals for the Ninth Circuit Case No. 19-16114 (June 23, 2020)	8	1288-1294
UUU	Excerpt of Reporter's Transcript of Hearing on City of Las Vegas' Motion to Compel Discovery Responses, Documents and Damages Calculation and Related Documents on Order Shortening Time in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 17, 2020)	8	1295-1306
VVV	Plaintiff Landowners' Sixteenth Supplement to Initial Disclosures in <i>180 Land Co., LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 10, 2020)	8	1307-1321
WWW	Excerpt of Transcript of Las Vegas City Council Meeting (Aug. 2, 2017)	8	1322-1371
XXX	Notice of Entry of Findings of Facts and Conclusions of Law on Petition for Judicial Review in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-17-758528-J (Nov. 26, 2018)	8	1372-1399
YYY	Notice of Entry of Order <i>Nunc Pro Tunc</i> Regarding Findings of Fact and Conclusion of Law Entered November 21, 2019 in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-17-758528 (Feb. 6, 2019)	8	1400-1405
ZZZ	City of Las Vegas Agenda Memo – Planning, for City Council Meeting June 21, 2017, Re: GPA-68385, WVR-68480, SDR-68481, and TMP-68482 [PRJ-67184]	8	1406-1432

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Exhibit	Exhibit Description	Vol.	Bates No.
AAAA	Excerpts from the Land Use and Rural Neighborhoods Preservation Element of the City's 2020 Master Plan adopted by the City Council of the City on September 2, 2009	8	1433-1439
BBBB	Summons and Complaint for Declaratory Relief and Injunctive Relief, and Verified Claims in Inverse Condemnation in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-18-780184-C	8	1440-1477
CCCC	Notice of Entry of Findings of Fact and Conclusions of Law Granting City of Las Vegas' Motion for Summary Judgment in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-18-780184-C (Dec. 30, 2020)	8	1478-1515
DDDD	Peter Lowenstein Declaration	9	1516-1522
DDDD-1	Exhibit 1 to Peter Lowenstein Declaration: Diagram of Existing Access Points	9	1523-1526
DDDD-2	Exhibit 2 to Peter Lowenstein Declaration: July 5, 2017 Email from Mark Colloton	9	1527-1531
DDDD-3	Exhibit 3 to Peter Lowenstein Declaration: June 28, 2017 Permit application	9	1532-1533
DDDD-4	Exhibit 4 to Peter Lowenstein Declaration: June 29, 2017 Email from Mark Colloton re Rampart and Hualapai	9	1534-1536
DDDD-5	Exhibit 5 to Peter Lowenstein Declaration: August 24, 2017 Letter from City Department of Planning	9	1537
DDDD-6	Exhibit 6 to Peter Lowenstein Declaration: July 26, 2017 Email from Peter Lowenstein re Wall Fence	9	1538
DDDD-7	Exhibit 7 to Peter Lowenstein Declaration: August 10, 2017 Application for Walls, Fences, or Retaining Walls; related materials	9	1539-1546
DDDD-8	Exhibit 8 to Peter Lowenstein Declaration: August 24, 2017 Email from Steve Gebeke	9	1547-1553
DDDD-9	Exhibit 9 to Peter Lowenstein Declaration: Bill No. 2018-24	9	1554-1569
DDDD-10	Exhibit 10 to Peter Lowenstein Declaration: Las Vegas City Council Ordinance No. 6056 and excerpts from Land Use & Rural Neighborhoods Preservation Element	9	1570-1577
DDDD-11	Exhibit 11 to Peter Lowenstein Declaration: documents submitted to Las Vegas Planning Commission by Jim Jimmerson at February 14, 2017 Planning Commission meeting	9	1578-1587
EEEE	GPA-72220 application form	9	1588-1590
FFFF	Chris Molina Declaration	9	1591-1605
FFFF-1	Fully Executed Copy of Membership Interest Purchase and Sale Agreement for Fore Stars Ltd.	9	1606-1622



Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-2	Summary of Communications between Developer and Peccole family regarding acquisition of Badlands Property	9	1623-1629
FFFF-3	Reference map of properties involved in transactions between Developer and Peccole family	9	1630
FFFF-4	Excerpt of appraisal for One Queensridge place dated October 13, 2005	9	1631-1632
FFFF-5	Site Plan Approval for One Queensridge Place (SDR-4206)	9	1633-1636
FFFF-6	Securities Redemption Agreement dated September 14, 2005	9	1637-1654
FFFF-7	Securities Purchase Agreement dated September 14, 2005	9	1655-1692
FFFF-8	Badlands Golf Course Clubhouse Improvement Agreement dated September 6, 2005	9	1693-1730
FFFF-9	Settlement Agreement and Mutual Release dated June 28, 2013	10	1731-1782
FFFF-10	June 12, 2014 emails and Letter of Intent regarding the Badlands Golf Course	10	1783-1786
FFFF-11	July 25, 2014 email and initial draft of Golf Course Purchase Agreement	10	1787-1813
FFFF-12	August 26, 2014 email from Todd Davis and revised purchase agreement	10	1814-1843
FFFF-13	August 27, 2014 email from Billy Bayne regarding purchase agreement	10	1844-1846
FFFF-14	September 15, 2014 email and draft letter to BGC Holdings LLC regarding right of first refusal	10	1847-1848
FFFF-15	November 3, 2014 email regarding BGC Holdings LLC	10	1849-1851
FFFF-16	November 26, 2014 email and initial draft of stock purchase and sale agreement	10	1852-1870
FFFF-17	December 1, 2015 emails regarding stock purchase agreement	10	1871-1872
FFFF-18	December 1, 2015 email and fully executed signature page for stock purchase agreement	10	1873-1874
FFFF-19	December 23, 2014 emails regarding separation of Fore Stars Ltd. and WRL LLC acquisitions into separate agreements	10	1875-1876
FFFF-20	February 19, 2015 emails regarding notes and clarifications to purchase agreement	10	1877-1879
FFFF-21	February 26, 2015 email regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1880
FFFF-22	February 27, 2015 emails regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1881-1882
FFFF-23	Fully executed Membership Interest Purchase Agreement for WRL LLC	10	1883-1890

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-24	June 12, 2015 email regarding clubhouse parcel and recorded parcel map	10	1891-1895
FFFF-25	Quitclaim deed for Clubhouse Parcel from Queensridge Towers LLC to Fore Stars Ltd.	10	1896-1900
FFFF-26	Record of Survey for Hualapai Commons Ltd.	10	1901
FFFF-27	Deed from Hualapai Commons Ltd. to EHC Hualapai LLC	10	1902-1914
FFFF-28	Purchase Agreement between Hualapai Commons Ltd. and EHC Hualapai LLC	10	1915-1931
FFFF-29	City of Las Vegas' First Set of Interrogatories to Plaintiff	10	1932-1945
FFFF-30	Plaintiff 180 Land Company LLC's Responses to City of Las Vegas' First Set of Interrogatories to Plaintiff, 3 <sup>rd</sup> Supplement	10	1946-1973
FFFF-31	City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1974-1981
FFFF-32	Plaintiff 180 Land Company LLC's Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1982-1989
FFFF-33	September 14, 2020 Letter to Plaintiff regarding Response to Second Set of Requests for Production of Documents	11	1990-1994
FFFF-34	First Supplement to Plaintiff Landowners Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1995-2002
FFFF-35	Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2003-2032
FFFF-36	Transcript of November 17, 2020 hearing regarding City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2033-2109
FFFF-37	February 24, 2021 Order Granting in Part and denying in part City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2110-2118
FFFF-38	April 1, 2021 Letter to Plaintiff regarding February 24, 2021 Order	11	2119-2120
FFFF-39	April 6, 2021 email from Elizabeth Ghanem Ham regarding letter dated April 1, 2021	11	2121-2123
FFFF-40	Hydrologic Criteria and Drainage Design Manual, Section 200	11	2124-2142
FFFF-41	Hydrologic Criteria and Drainage Design Manual, Standard Form 1	11	2143
FFFF-42	Hydrologic Criteria and Drainage Design Manual, Standard Form 2	11	2144-2148
FFFF-43	Email correspondence regarding minutes of August 13, 2018 meeting with GCW regarding Technical Drainage Study	11	2149-2152

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-44	Excerpts from Peccole Ranch Master Plan Phase II regarding drainage and open space	11	2153-2159
FFFF-45	Aerial photos and demonstrative aids showing Badlands open space and drainage system	11	2160-2163
FFFF-46	August 16, 2016 letter from City Streets & Sanitation Manager regarding Badlands Golf Course Drainage Maintenance	11	2164-2166
FFFF-47	Excerpt from EHB Companies promotional materials regarding security concerns and drainage culverts	11	2167
GGGG	Landowners' Reply in Support of Countermotion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims Etc. in <i>180 Land Co., LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (March 21, 2019)	11	2168-2178
HHHH	State of Nevada State Board of Equalization Notice of Decision, <i>In the Matter of Fore Star Ltd., et al.</i> (Nov. 30, 2017)	11	2179-2183
IIII	Clark County Real Property Tax Values	11	2184-2199
JJJJ	Clark County Tax Assessor's Property Account Inquiry - Summary Screen	11	2200-2201
KKKK	February 22, 2017 Clark County Assessor Letter to 180 Land Co. LLC, re Assessor's Golf Course Assessment	11	2202
LLLL	Petitioner's Opening Brief, <i>In the matter of 180 Land Co. LLC</i> (Aug. 29, 2017), State Board of Equalization	12	2203-2240
MMMM	September 21, 2017 Clark County Assessor Stipulation for the State Board of Equalization	12	2241
NNNN	Excerpt of Reporter's Transcript of Hearing in <i>180 Land Co. v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Feb. 16, 2021)	12	2242-2293
OOOO	June 28, 2016 Letter from Mark Colloton re: Reasons for Access Points Off Hualapai Way and Rampart Blvd.	12	2294-2299
PPPP	Transcript of City Council Meeting (May 16, 2018)	12	2300-2375
QQQQ	Supplemental Declaration of Seth T. Floyd	13	2376-2379
QQQQ-1	1981 Peccole Property Land Use Plan	13	2380
QQQQ-2	1985 Las Vegas General Plan	13	2381-2462
QQQQ-3	1975 General Plan	13	2463-2558
QQQQ-4	Planning Commission meeting records regarding 1985 General Plan	14	2559-2786
QQQQ-5	1986 Venetian Foothills Master Plan	14	2787
QQQQ-6	1989 Peccole Ranch Master Plan	14	2788
QQQQ-7	1990 Master Development Plan Amendment	14	2789
QQQQ-8	Citizen's Advisory Committee records regarding 1992 General Plan	14	2790-2807

Exhibit	Exhibit Description	Vol.	Bates No.
QQQQ-9	1992 Las Vegas General Plan	15-16	2808-3257
QQQQ-10	1992 Southwest Sector Map	17	3258
QQQQ-11	Ordinance No. 5250 (Adopting 2020 Master Plan)	17	3259-3266
QQQQ-12	Las Vegas 2020 Master Plan	17	3267-3349
QQQQ-13	Ordinance No. 5787 (Adopting 2005 Land Use Element)	17	3350-3416
QQQQ-14	2005 Land Use Element	17	3417-3474
QQQQ-15	Ordinance No. 6056 (Adopting 2009 Land Use and Rural Neighborhoods Preservation Element)	17	3475-3479
QQQQ-16	2009 Land Use and Rural Neighborhoods Preservation Element	18	3480-3579
QQQQ-17	Ordinance No. 6152 (Adopting revisions to 2009 Land Use and Rural Neighborhoods Preservation Element)	18	3580-3589
QQQQ-18	Ordinance No. 6622 (Adopting 2018 Land Use and Rural Neighborhoods Preservation Element)	18	3590-3600
QQQQ-19	2018 Land Use & Rural Neighborhoods Preservation Element	18	3601-3700

DATED this 25<sup>th</sup> day of August 2021.

McDONALD CARANO LLP

By: /s/ George F. Ogilvie III  
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*Attorneys for City of Las Vegas*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 25<sup>th</sup> day of August, 2020, I caused a true and correct copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF CITY’S OPPOSITION TO PLAINTIFF’S MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD, AND FOURTH CLAIMS FOR RELIEF AND COUNTERMOTION FOR SUMMARY JUDGMENT – VOLUME 10** to be electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic

An employee of McDonald Carano LLP

# **EXHIBIT “FFFF-9”**

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement")** is entered into on June 28, 2013 (the "**Effective Date**"), by and among **QUEENSRIDGE TOWERS, LLC**, a Nevada limited liability company ("**Towers**"), **QUEENSRIDGE HIGHRISE, LLC**, a Nevada limited liability company ("**Highrise**"); **FORE STARS, LTD.**, a Nevada limited liability company ("**Fore Stars**"), and the individuals and/or entities identified on the signature page of Exhibit "A" attached hereto (collectively, the "**Highrise Members**"). Any of the foregoing individually, a "**Party**" and collectively, the "**Parties**".

### **RECITALS:**

A. Towers and Highrise are parties to that certain Securities Redemption Agreement dated September 14, 2005 (the "**Redemption Agreement**")

B. Towers and Fore Stars are parties to that certain Badlands Golf Course Improvements Agreement dated September 6, 2005 (the "**Improvements Agreement**").

C. Fore Stars is the owner of the fee interest to the Badlands Golf Course comprising Clark County Assessor Parcel Numbers 138-31-212-002, 138-31-610-002, 138-31-713-002 and 138-31-712-004 (the "**Golf Property**," which is described on Exhibit "B" attached hereto and incorporated herein by this reference).

D. Towers is the owner of undeveloped land identified by Clark County Assessor Parcel Number 138-32-210-005 on which Towers may develop a high-rise condominium project (such project, the "**Development**"), which property is adjacent to the Golf Property, which property is described on Exhibit "C" attached hereto and incorporated herein by this reference (the "**Development Property**").

E. Towers and Fore Stars are parties to certain Lease dated September 14, 2005 that covers a portion of the Development Property for the Badlands Golfcourse Clubhouse (the "**Clubhouse Lease**").

F. In order to settle certain disagreements between the Parties related to, among other things, the Redemption Agreement and the Improvements Agreement, the Parties are entering into this Agreement.

G. The Parties have agreed to settle the foregoing disagreements and to permanently and fully resolve and compromise all claims, rights, and actions, whether arising in contract, tort, statute, or regulation, between and among the Parties, in exchange for good and valuable consideration, including the mutual obligations and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the recitals above and the covenants contained below, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated and made part of this Agreement.

2. **Transfer of Condominium Units.**

a. *Existing Condominium Purchase Agreements.* Section 1.3 of the Redemption Agreement resulted in the delivery of four (4) executed and binding Condominium Purchase Agreements each dated September 14, 2005 as follows:

i. **Tower 2, Unit 103T.** Towers entered into that certain Purchase Agreement and Joint Escrow Instructions with J. Bruce Bayne and Laurie P. Bayne (the "**Bayne Purchase Agreement**") for Unit 103T located in Tower 2 having a mailing address of 9103 West Alta Drive, Unit 103T, Las Vegas, Nevada 89145, Clark County Assessor Parcel Number 138-32-213-121 (the "**Bayne Unit**");

ii. **Tower 1, Unit 1401H.** Towers entered into that certain Purchase Agreement and Joint Escrow Instructions with Larry A. and Lisa P. Miller (the "**Miller Purchase Agreement**") for Unit 1401 located in Tower 1 having a mailing address of 9101 West Alta Drive, Unit 1401, Las Vegas, Nevada 89145, Clark County Assessor Parcel Number 138-32-213-102 (the "**Miller Unit**");

iii. **Tower 1, Unit 203.** Towers entered into that certain Purchase Agreement and Joint Escrow Instructions between with The Peccole 1982 Trust under declaration of Trust dated February 15, 1982 (the "**82 Trust Purchase Agreement**") for Unit 203/E1 located in Tower 1 having a mailing address of 9101 West Alta Drive, Unit 203, Las Vegas, Nevada 89145, Clark County Assessor Parcel Number 138-32-213-027 (the "**1982 Trust Unit**"); and

iv. **Tower 1, Unit 803.** Towers entered into that certain Purchase Agreement and Joint Escrow Instructions with The Leann Peccole Goorjian 1976 Trust as to a 45% interest (the "**76 Trust**") and The B & W Trust dated June 24, 1993 as to a 55% interest (the "**B & W Trust**") for Unit 803/E1 located in Tower 1 (the "**Goorjian Purchase Agreement**") having a mailing address of 9101 West Alta Drive, Unit 803, Las Vegas, Nevada 89145, Clark County Assessor Parcel Number 138-32-213-069 (the "**Goorjian Unit**").

b. *Termination of Goorjian Purchase Agreement.* On or about November 9, 2006, Towers and representatives for the 76 Trust and B & W Trust entered into a new Purchase Agreement and Joint Escrow Instructions for Unit 1005 located in Tower 1 (the "**Replacement Goorjian Agreement**") having a mailing address of 9101 West Alta Drive, Unit 1005, Las Vegas, Nevada 89145, Clark County Assessor Parcel Number 138-32-213-077 (the "**Replacement Goorjian Unit**") and terminated in full the existing Goorjian Purchase Agreement. Upon execution of the Replacement Goorjian Agreement, a deposit in the amount of \$279,919.00 (the "**Goorjian Deposit**") was delivered to First American Title Company (the "**Title Company**"), which deposit remains in escrow with the Escrow Holder (defined below).

c. *New Goorjian Unit.* A condition to the execution of this Agreement is that the Highrise Members agreed to terminate and relinquish in full any and all rights (including to the Goorjian Deposit and any deposit under the 82 Trust Purchase Agreement, if applicable) that any Highrise Member had under the 82 Trust Purchase Agreement or the Replacement Goorjian Agreement upon receipt of a new Purchase Agreement and Joint Escrow Instructions for Unit 1107 located in Tower 2 (the "**New Goorjian Agreement**") having a mailing address of 9103 West Alta Drive, Unit 1107, Las Vegas, Nevada 89145, Clark County Assessor Parcel Number 138-32-213-188 (the "**New Goorjian Unit**"). For clarification purposes, once the New Goorjian Agreement is received and executed by all required parties thereto, the 82 Trust



Purchase Agreement and the Replacement Goorjian Agreement shall each be deemed terminated in full with no further obligations required by parties named therein. Further, the applicable Highrise Member(s) each agrees execute and deliver any and documents required to direct the Escrow Holder to release the contract deposits to (or as directed by) Towers, including, without limitation, an escrow direction letter, a form of which is attached hereto as Exhibit "D".

d. *Scheduled Closing Date.* The Closing for each unit shall be done in accordance with the provisions of each of the Bayne Purchase Agreement, Miller Purchase Agreement and New Goorjian Unit Purchase Agreement, including, but not limited to Section 11 of each agreement and shall occur simultaneously with the Effective Date, provided that Towers shall permit the Bayne, Miller and New Goorjian Agreement to be assigned to a trust or immediate family member of a Highrise Member or to entities affiliates therewith. The parties acknowledge that, prior to the Effective Date, Towers provided a preliminary closing statement, preliminary title report (which title report included the Existing Lease (defined later as a permitted exception for the Bayne Unit) and other related documents from the Title Company for review by Highrise and the Highrise Members for the transfer of the respective units, which closing statement, title report and other related documents have been approved in full. In addition, Tower agrees and acknowledges that the provisions of Section 24(b) under the Bayne, and Miller Agreements shall be deemed terminated in full and of no force or effect. It is agreed and understood that the Closing Date for the transfer of the Condominium Units described in this Section 2 will occur before the transaction described in Section 3 below with respect to the Improvements Agreement.

e. *Existing Lease Agreement.* The Bayne Unit is currently leased by QT LI Holding LLC ("**QT Holding**"), successor-in-interest to Towers, to an unrelated third party (the "**Existing Lease**"). A copy of the Existing Lease is attached hereto as Exhibit "E". At Closing, Towers shall cause QT Holding to assign in full the Existing Lease to a party designated by the Highrise Members, along with the pro-rata portion of the current rent for the month in which title to such unit is transferred along with the monies that represent prepaid rent as well as security, key, cleaning and pet deposits. All such amounts that are to be paid by QT Holding to the legal owner of the Bayne Unit at the Closing will be included the closing statements for such unit. The assignment and transfer and/or credit of such monies shall be done simultaneously with the recordation of the deeds for the Bayne Unit along with evidence of notification of the lease assignment to the respective tenant thereunder.

f. *Agreed Upon Improvements to the Bayne and Miller Units.* When the Bayne Unit is vacated by the current tenant, Towers has agreed to complete all work deemed necessary to restore the Bayne Unit to the condition required pursuant to the Bayne Purchase Agreement. The Miller and Goorjian Units shall be delivered in the condition required pursuant to the Bayne and Miller Purchase Agreement on the Closing Date including the installation of new toilets in the Miller Unit substantially similar in quality to the equipment installed in new units.

g. *Escrow Holder.* The transfer of the Bayne, Miller and Goorjian Units shall be consummated through an escrow existing with First American Title Company, 2490 Paseo Verde Parkway, Suite 100, Henderson, Nevada 89074, Attention: Sharon Silverberg, Telephone Number (702) 731-4131, Facsimile Number (866) 387-4704 ("**Escrow Holder**").

3. **Improvements Agreement Election or Lot Line Adjustment.**

a. *General.* The provisions of the Improvements Agreement provided for a Lease by Towers to Fore Stars, which Lease would be automatically extended in term until such time as Towers "Substantially Completes" (as defined in the Improvements Agreement) a New Golf Course Clubhouse and reimburses Fore Stars for costs to reconfigure a portion of the golf course, in each case in accordance with the terms (financial and other) and provisions set forth in the Improvements Agreement (collectively, the "**Improvements Agreement Financial Obligation**"). Towers and Fore Stars have agreed that at any time between the Effective Date and 18 months thereafter (the "**Election Date**"), Towers shall have the option to terminate in full all obligations outstanding under the Improvements Agreement as of the Election Date, including the Improvements Agreement Financial Obligation, in exchange for the Additional Golf Course Property (defined in this Section 3) (the option set forth in this sentence referred to as the "**Termination Option**"). Except as set forth in subsection c.i below, nothing in this Agreement shall be construed to modify or supplement the Improvements Agreements in the event that Towers does not exercise the Termination Option; provided, however that in the event that Towers elects to sell all or that portion of the Development Property covering the Additional Golf Course Property, the new owner must agree to assume in full the then outstanding amount of Improvements Agreement Financial Obligation and demonstrate to Fore Stars that it has the financial ability to satisfy all remaining obligations thereunder.

b. *Transaction Election.* If Towers elects, in its sole and absolute discretion, to exercise the Termination Option, Towers shall deliver written notice thereof to Fore Stars on or before the Election Date, which notice shall provide the proposed timetable (not to exceed 30 days from receipt of such written notice) for Tower's agreement to expedite the transfer of a portion of the Development Property to Fore Stars, namely the existing Golf Course Clubhouse (that is currently subject to the Clubhouse Lease) and surrounding property (collectively, "**Additional Golf Property**") pursuant to the terms and conditions of a Lot Line Adjustment Agreement, a copy of which is attached hereto as Exhibit "F" (the "**Lot Line Adjustment Agreement**") and recordation of the Quit Claim Deed for the Additional Golf Property, a copy of which is attached hereto as Exhibit "G" and incorporated by reference herein (the "**Deed**").

c. *Closing Matters.*

i. **Release of Office Collateral.** Simultaneously with the receipt of the recorded deeds for the Bayne, Goorjian and Miller Units, the pledge of the Office Collateral shall automatically terminate and Fore Stars shall deliver written notice thereof to Executive Home Builders, Inc., a Nevada corporation (an entity formerly affiliated with the Towers), which notice shall be in the form of Exhibit "H"; provided, that the delivery of such notice shall not be required in order to effectuate such termination. In addition, Fore Stars and Towers agrees to execute a First Amendment to the Improvements Agreement to reflect the release of the Office Collateral, a form of which is attached hereto as Exhibit "I".

ii. **Memorandum of Agreement.** Towers hereby agrees and consents to Fore Stars causing a Memorandum of Agreement (the "**Memorandum**") to be recorded with the Office of the Recorder, Clark County, Nevada on the Effective Date to identify that portion of the Development Property that would comprise the Additional Golf Course Property. A form of the Memorandum is attached hereto as Exhibit "J". The Memorandum shall terminate (and the Termination of Memorandum (as defined below) shall be recorded) upon Tower's exercise of the Termination Option or, if Towers elects, in its sole and absolute discretion, not to exercise the Termination Option, satisfaction of the Improvements Agreement

Financial Obligation by Tower's and/or third party assignee that has demonstrated its financial ability to satisfy the same as set forth in Section 3.a. above. A form of the Termination of Memorandum Agreement is attached hereto as Exhibit "K" (the "**Termination of Memorandum**"). As of the Effective Date, each of Towers and Fore Stars has executed, notarized and delivered the Termination of Memorandum to Escrow Holder to be held in escrow as follows: (a) if Towers exercises the Termination Option, Towers shall deliver written instructions to the Escrow Holder (with a copy to Fore Stars) to record the Termination of Memorandum with the Office of Recorder, Clark County, Nevada, and (b) if Towers does not elect to exercise the Termination Option, Fore Stars and Towers (or any third party assignee as described in Section 3.a. above) shall deliver joint written instructions to the Escrow Holder to record the Termination of Memorandum with the Office of Recorder, Clark County, Nevada, and in either such event, the Escrow Holder shall record the Termination of Memorandum in accordance with such written instructions. If required by the Escrow Holder in order to record the same, the parties shall deliver a newly executed and notarized replacement of the existing Termination of Memorandum within two (2) business days after the Escrow Holder's written request.

4. **Additional Golf Course Property.** If the Additional Golf Course Property is conveyed to Fore Stars in accordance with Section 3.c.ii above, Fore Stars may elect to improve portions of the Additional Golf Property. Fore Stars acknowledges that it may be required to obtain the consent of Towers and other adjoining property owners for any proposed improvements to the Additional Golf Property or Golf Property and that no approvals of consents by Towers shall be assumed or implied pursuant to the provisions of this Agreement nor is Towers being granted any additional rights beyond that of an adjoining property owner.

5. **Development Property.** If Towers elects, in its sole and absolute discretion, to exercise the Termination Option, Towers will be required to modify its existing plans with respect to the Development. In furtherance of these required revisions to the Development, Towers shall be appointed as Fore Stars' proxy, agent and attorney-in-fact to execute such paperwork and documents as Towers deems necessary to carry-out the provisions of such revisions as it relates to both the Additional Golf Property and Golf Property, pursuant to the form of proxy attached hereto as Exhibit "L" (the "**Proxy**"). This right granted by Fore Stars to Towers in the prior sentence is a power coupled with an interest and shall be irrevocable; provided, that such Proxy shall be subject to immediate revocation by Fore Stars upon a Change of Control (defined herein). Notwithstanding the provisions of this Section 5, Towers acknowledges that it may be required to obtain the consent of other adjoining property owners before it can proceed with any modifications to the Development, but that the approval of Fore Stars as it relates to both the Additional Golf Property and Golf Property or to either the Additional Golf Property or the Golf Property shall be controlled by the provisions of this Section 5. To the extent that the Proxy is revoked due to the existence of a Change of Control, Towers acknowledges that it will be required to obtain the consent of Fore Stars (in its capacity as the owner of both the Additional Golf Property and the Golf Property) and other adjoining property owners for any modifications to the Development and that no approvals of consents by Towers shall be assumed or implied pursuant to the provisions of this Agreement (except for rights granted herein). For purposes of this Section 5: (i) a "**Change of Control**" shall mean if Towers (directly or indirectly): (a) sells the Development Property to an unrelated third party; or (b) causes the issuance of any additional equity interests and/or allows or consents to the transfer, assignment or hypothecation of any ownership interest by a member in Towers which results in IDBG, or any of its Affiliates, no longer owning, collectively in the aggregate, directly or indirectly, at least fifty percent (50%) of Towers, but shall not be triggered upon the occurrence of any of the following events: (x) any hypothecation by a member of Towers of its interest in

connection with any financing transaction related to the Development Property; or (y) any transfer or purchase of interests by members of Towers existing as of the date of this Agreement; (ii) "IDBG" shall mean IDB Group USA Investments Inc., a Delaware corporation, together with any successor entity or entities resulting from a merger, business combination, sale of all or substantially all assets, consolidation, reincorporation, recapitalization, liquidation, conversion, or similar transaction with any Affiliate or Affiliates of IDBG; and (iii) "Affiliate" shall have the meaning ascribed to it in Rule 405 promulgated under the Securities Act of 1933, as amended. In addition to the Proxy, Fore Stars shall reasonably cooperate with Towers in connection with any proposed modifications to the Development, as it relates to the Additional Golf Property, the Golf Property and/or any other relevant property owned or leased by IDBG or any Affiliate of IDBG, and shall work in good faith with Towers on all requested consents as it relates to proposed modifications to the existing plans for other property that it or an Affiliate owns that is not included in the Proxy.

6. **Releases.** In consideration of the understandings and agreements set forth in this Agreement and other valuable consideration, the Parties enter into the releases identified below.

a. *Release by Highrise.* Except as otherwise provided in subsection f below, Highrise and Highrise Members jointly release and fully and forever discharge Towers, and all of its agents, attorneys, employees, owners, parents, members, managers, officers, predecessors in interest, successors in interest, and assigns, whether past or present, and all persons acting by, through, under or in concert with any or all of them (collectively, the "**Tower Releasees**"), of and from any and all claims, demands, suits, liabilities, causes of action, judgments, settlements, losses, damages, expenses, costs, indemnity, and penalties of every kind and nature whatsoever (collectively, "**Claims**"), which they now have or may hereafter have, whether now known or hereafter discovered, whether fixed or contingent, whether suspected or unsuspected, whether foreseen or unforeseen, whether based in tort, contract, statutory or common law or any other theory of recovery, whether the result, in whole or in part, of unintentional misrepresentation(s), intentional misrepresentation(s), fraud, or any other motive or state of mind, and which arise out of or relate in any way to the Redemption Agreement.

b. *Waiver by Highrise.* Highrise and Highrise Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or international or foreign law, which would limit the scope of the release provided above. Highrise and Highrise Members acknowledge that they or any of them may hereafter discover facts in addition to or different from those which they now know to be true with respect to the subject matters of the Released Claims (as defined below), but hereby stipulate and agree that they have fully, finally, and forever settled and released any and all such Claims against the Tower Releasees, whether known or unknown, suspected or unsuspected, contingent or non-contingent, concealed or hidden, which now exist or heretofore existed upon any theory of law or equity now existing or coming into existence in the future, without regard to the discovery or existence of such different or additional facts.

c. *Release by Towers.* Except as otherwise provided in subsection f below Towers, on behalf of itself and its members, hereby agrees to release and fully and forever discharge Highrise and Highrise Members and all of their agents, attorneys, employees, owners, parents, officers, directors, members, managers, shareholders, predecessors in interest, successors in interest, and assigns, whether past or present, and all persons acting by, through, under or in concert with any or all of them (collectively, the "**Highrise Releasees**"), of

and from any and all Claims, which they now have or may hereafter have, whether now known or hereafter discovered, whether fixed or contingent, whether suspected or unsuspected, whether foreseen or unforeseen, whether based in tort, contract, statutory or common law or any other theory of recovery, whether the result, in whole or in part, of unintentional misrepresentation(s), intentional misrepresentation(s), fraud, or any other motive or state of mind, and which arise out of or relate in any way to Redemption Agreement.

d. *Waiver by Towers.* Towers, on behalf of itself and its members, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or international or foreign law, which would limit the scope of the release provided above. Towers, on behalf of itself and the Tower Members acknowledges that it may hereafter discover facts in addition to or different from those which they now know to be true with respect to the subject matters of the Released Claims (as defined below), but hereby stipulates and agrees that it has fully, finally, and forever settled and released any and all such Claims against the Highrise Releasees, whether known or unknown, suspected or unsuspected, contingent or non-contingent, concealed or hidden, which now exist or heretofore existed upon any theory of law or equity now existing or coming into existence in the future, without regard to the discovery or existence of such different or additional facts.

e. *Released Claims.* The claims released in Sections a through d of this Agreement shall be collectively referred to hereinafter as the "**Released Claims**." The parties acknowledge that all agreements (written or oral) between any of the Tower Releasees and any of the Highrise Releasees relating to Redemption Agreement shall be deemed satisfied in full as of the Effective Date, except for any obligations under the Improvements Agreement, as modified by Section 3.c.i. above.

f. *Remaining Claims.* Notwithstanding anything to the contrary in the Released Claims, it is understood and agreed by the Parties that the Released Claims are not intended to and do not release, restrict, or impair any Claim arising out of a breach of this Agreement (or any agreements contemplated hereby or executed in connection herewith) or, if Towers elects, in its sole and absolute discretion, to not exercise the Termination Option, the Improvements Agreement (or any agreements contemplated thereby or executed in connection therewith).

## 7. **Indemnification.**

a. *Agreement to Indemnify.* Subject to the terms and conditions of this Section 7:

i. **Indemnification by Towers.** Towers hereby agrees to indemnify, defend and hold harmless Highrise and Fore Stars and their respective managers, members, officers, directors, shareholders, agents, representatives, successors and assigns (each, a "**Highrise Indemnified Party**") from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and expenses (collectively, "**Damages**"), directly asserted against, resulting to, imposed upon or incurred by a Highrise Indemnified Party at any time after the date hereof, by reason of, resulting from or in connection with any breach of this Agreement by Towers (the "**Highrise Claims**").

ii. **Indemnification by Highrise and Fore Stars.** Highrise and Fore Stars hereby agrees to indemnify, defend and hold harmless the Towers and each Tower Releasee (each, a "**Tower Indemnified Party**") from and against all Damages, directly asserted against, resulting to, imposed upon or incurred by a Seller Indemnified Party at any time after the date hereof, by reason of, resulting from or in connection with any breach of this Agreement by Highrise or Fore Stars (the "**Tower Claims**").

b. *Conditions of Indemnification.* The obligations and liabilities of Towers or Highrise and Fore Stars, as the case may be (the "**Indemnifying Party**"), under Section 7.a with respect to Highrise Claims or Tower Claims, as the case may be (the "**Claims**"), made by third parties shall be subject to the following terms and conditions:

i. **Notice of Claim.** The Towers Indemnified Party or the Highrise or Fore Stars Indemnified Party, as the case may be (the "**Indemnified Party**"), will give the Indemnifying Party prompt notice of such Claim, and the Indemnifying Party will assume the defense thereof by representatives chosen by it and reasonably satisfactory to the Indemnified Party; provided, however, that the failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations hereunder unless, and only to the extent, such failure shall have materially and adversely prejudiced the defense any Claim.

ii. **Obligation to Defend.** If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to assume the defense thereof, the Indemnified Party shall (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim on behalf of and for the account and risk of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such Claim at any time prior to the settlement, compromise or final determination thereof.

ii. **Right to Defend.** Anything in this Section b. to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, at its own cost and expense, and to compromise or settle such Claim with the consent of the Indemnifying Party, not to be unreasonably withheld, conditioned or delayed, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, such consent not to be unreasonably withheld, conditioned or delayed, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a release from all liability in respect of such Claim.

c. *Remedies.* The remedies provided herein shall be cumulative and shall not preclude assertion by any party hereto of any other rights or the seeking of any other remedies against any other party hereto.

8. **No Admission of Liability.** The Parties understand and agree that this Agreement and the provisions of Sections 2 through 5 are not to be construed as an admission of liability on the part of any of the Parties, such liability being expressly denied by the Parties.

9. **Adequacy of Consideration.** Each Party agrees that the consideration received by it under this Agreement is accepted not only in settlement, but to avoid the uncertainty, expense, and delay of litigation. Therefore, each Party hereby waives any right hereafter to question the adequacy of the consideration accepted for this Agreement.

10. **Full Authority; Binding Obligations.**

a. *Authority.* Each Party that is not a natural person represents, warrants and agrees that it has the full right and authority to enter into this Agreement and to provide the covenants set forth in this Agreement and that the representative executing this Agreement on its behalf has the full right and authority to commit and bind such Party according to the provisions hereof and thereof.

b. *Capacity.* Each Party that is a natural person represents, warrants and agrees that he/she has the full right and authority to enter into this Agreement and to provide the covenants set forth in this Agreement.

c. *Binding Obligation.* Each Party represents and warrants that this Agreement is a valid and binding obligation of such Party enforceable in accordance with their terms. Each party further represents and warrants that it has consulted counsel or had the opportunity to consult counsel in connection with reading and understanding this Agreement.

11. **Attorney Fees and Costs.** Each of the Parties shall bear all of its own attorneys' fees and costs, if any, arising in connection with the drafting and negotiation of this Agreement. In the event of any dispute between or among the Parties to enforce any of the provisions of this Agreement or any right of any Party, if the Party initiating any legal action, arbitration or similar proceeding is the unsuccessful Party, then such unsuccessful Party agrees to pay to the successful Party or Parties all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the successful Party or Parties in and as part of any final judgment rendered in such dispute. In all other cases, each Party shall be responsible for its own costs and expenses incurred in any such dispute.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their predecessors, successors, heirs, assigns and representatives. This Agreement represents the compromise of disputed claims.

13. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nevada to the rights and duties of the parties.

14. **Severability.** If, after the date hereof, any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision(s) shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal or unenforceable provision as may be possible and legal, valid and enforceable.

15. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts by each of the parties hereto, including by facsimile or other electronic transmission, each of which shall be deemed an original agreement, and all of which shall constitute one agreement, notwithstanding that all of the parties are not signatories to the original or the same counterpart, to be effective as of the day and year first above written. A facsimile signature received from any party hereto shall be treated as an original for purposes of finalizing this Agreement.

16. **Additional Documents and Further Assurances.** Each Party shall give prompt notice to the other Party of the receipt of any document that the other party reasonably requires in connection with this Agreement for purposes of tax reporting, accounting or any other purpose related to the Agreement. Each Party shall execute and deliver such other instruments and perform such other acts and things as may be reasonably necessary for any Party in connection with matters related to this Agreement.

17. **Voluntary Execution.** Each Party executes this Agreement voluntarily, in the belief that it is in its best interests, with full knowledge of its contents, with full understanding, and having been advised of the contents of this Agreement by its independent legal advisers. In addition, the Parties acknowledge that in executing this Agreement they do not rely and have not relied on any representation or statement not set forth herein made by any other party or any agent or representative of any other party.

18. **Captions.** The captions or headings in this Agreement are for convenience and for general reference only and shall not operate or be construed to describe, define, or limit the scope or provisions of this Agreement.

19. **Amendment; Waiver.** This Agreement may not be amended, or any provision hereof waived, except by an instrument in writing signed by each of the Parties. Except as expressly set forth in this Agreement, the failure of a Party to exercise any of its rights under this Agreement or to insist upon strict adherence to any term or condition of this Agreement on any one occasion will not be construed as a waiver or deprive that Party of the right thereafter to insist upon strict adherence to the terms and conditions of this Agreement at a later date. Further, no waiver of any of the terms and conditions of this Agreement will be deemed to or will constitute a waiver of any other term or condition of this Agreement (whether or not similar).

20. **Entire Agreement.** This Agreement and the obligations contained herein constitute the entire agreement between the Parties relating to the settlement of the Released Claims. No statements, communications, letters or other agreements, whether written or verbal, relating to this settlement shall have any force or effect unless embodied in this Agreement. The Exhibits attached hereto are hereby incorporated herein as a part of this Agreement with the same effect as if set forth in the body hereof.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

QUEENSRIDGE TOWERS LLC,  
a Nevada limited-liability company

By: QT Management LLC,  
a Nevada limited liability company,  
Manager

\_\_\_\_\_  
Noam Ziv, Manager

\_\_\_\_\_  
Matthew Bunin

QUEENSRIDGE HIGHRISE LLC,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FORE STARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\* \* \* \* \*

Each undersigned hereby joins in the execution of this Agreement for the provisions of  
Section 2 above and receipt of the Bayne, Miller or New Goorjian Unit.

\_\_\_\_\_  
Laurie P. Bayne

\_\_\_\_\_  
J. Bruce Bayne

\_\_\_\_\_  
Lisa P. Miller

\_\_\_\_\_  
Larry A. Miller

\_\_\_\_\_  
Gavin J. Goorjian

\_\_\_\_\_  
Camden K. Goorjian

THE B AND W TRUST,  
a Nevada trust

THE LEANN PECCOLE GOORJIAN  
1976 Trust, a Nevada trust

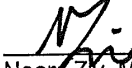
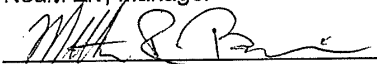
\_\_\_\_\_  
Derrek Yelton, Trustee

\_\_\_\_\_  
Jared Shafer, Court Appointed Trustee

IN WITNESS WHEREOF, this Agreement has been executed, as of the date first above written.

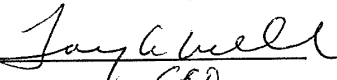
QUEENSRIDGE TOWERS LLC,  
a Nevada limited-liability company

By: QT Management LLC,  
a Nevada limited liability company,  
Manager

  
\_\_\_\_\_  
Noam Ziv, Manager  
  
\_\_\_\_\_  
Matthew Bunin

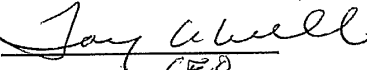
FORE STARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By:   
\_\_\_\_\_  
Its: CEO

QUEENSRIDGE HIGHRISE LLC,  
a Nevada limited liability company

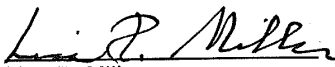
By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager,

By:   
\_\_\_\_\_  
Its: CEO

\*\*\*\*\*

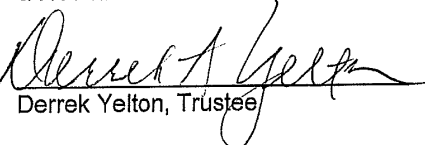
Each undersigned hereby joins in the execution of this Agreement for the provisions of  
Section 2 above and receipt of the Bayne, Miller or New Goorjian Unit.

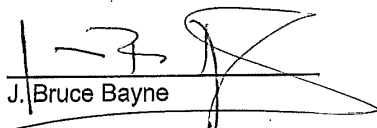
\_\_\_\_\_  
Laurie P. Bayne

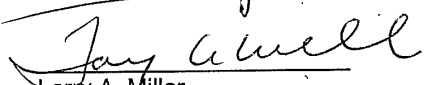
  
\_\_\_\_\_  
Lisa P. Miller


\_\_\_\_\_  
Gavin J. Goorjian

THE B AND W TRUST,  
a Nevada trust

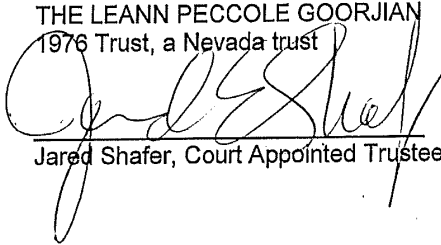
  
\_\_\_\_\_  
Derrek Yelton, Trustee

  
\_\_\_\_\_  
J. Bruce Bayne

  
\_\_\_\_\_  
Larry A. Miller

  
\_\_\_\_\_  
Camden K. Goorjian

THE LEANN PECCOLE GOORJIAN  
1976 Trust, a Nevada trust

  
\_\_\_\_\_  
Jared Shafer, Court Appointed Trustee

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

QUEENSRIDGE TOWERS LLC,  
a Nevada limited-liability company

By: QT Management LLC,  
a Nevada limited liability company,  
Manager

\_\_\_\_\_  
Noam Ziv, Manager

\_\_\_\_\_  
Matthew Bunin

QUEENSRIDGE HIGHRISE LLC,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FORE STARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\*\*\*\*\*

Each undersigned hereby joins in the execution of this Agreement for the provisions of Section 2 above and receipt of the Bayne, Miller or New Goorjian Unit.

\_\_\_\_\_  
Laurie P. Bayne

\_\_\_\_\_  
J. Bruce Bayne

\_\_\_\_\_  
Lisa P. Miller

\_\_\_\_\_  
Larry A. Miller

\_\_\_\_\_  
Gavin J. Goorjian

\_\_\_\_\_  
Camden K. Goorjian

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a Nevada trust

THE LEANN PECCOLE GOORJIAN  
1976 Trust, a Nevada trust

\_\_\_\_\_  
Derrek Yelton, Trustee

\_\_\_\_\_  
Jared Shafer, Court Appointed Trustee

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By: QT Management LLC,  
a Nevada limited liability company,  
Manager

\_\_\_\_\_  
Noam Ziv, Manager

\_\_\_\_\_  
Matthew Bunin

QUEENSRIDGE HIGHRISE LLC,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

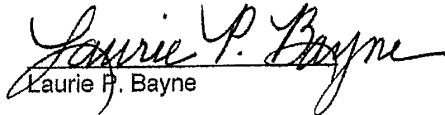
FORE STARS, LTD.,  
a Nevada limited liability company

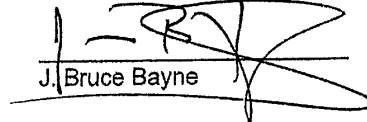
By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\*\*\*\*\*

Each undersigned hereby joins in the execution of this Agreement for the provisions of  
Section 2 above and receipt of the Bayne, Miller or New Goorjian Unit.

  
Laurie P. Bayne

  
J. Bruce Bayne

\_\_\_\_\_  
Lisa P. Miller

\_\_\_\_\_  
Larry A. Miller

\_\_\_\_\_  
Gavin J. Goorjian

\_\_\_\_\_  
Camden K. Goorjian

THE B AND W TRUST,  
a Nevada trust


THE LEANN PECCOLE GOORJIAN  
1976 Trust, a Nevada trust

\_\_\_\_\_  
Derrek Yelton, Trustee

\_\_\_\_\_  
Jared Shafer, Court Appointed Trustee

First American Title Company hereby acknowledges receipt of the foregoing Agreement and the provisions set forth in Section 3.c.ii. and agrees to act as Escrow Holder in accordance with the terms and conditions therein.

FIRST AMERICAN TITLE COMPANY

By:   
Title: Sr Commercial E.O.

**EXHIBIT "A"**

**MEMBERS OF HIGHRISE AND FORE STARS**

Each undersigned joins in the execution of this Agreement as evidence of his/hers/its knowledge of the provisions hereof and his/her/its consent to agree to be bound by the terms, provisions and undertakings herein.

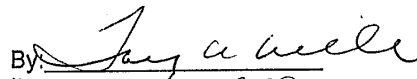
THE WILLIAM PETER PECCOLE AND  
WANDA RUTH PECCOLE FAMILY  
LIMITED PARTNERSHIP  
dated December 30, 1992,  
a Nevada limited partnership

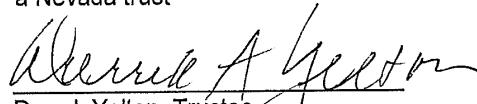
LAURIE PECCOLE BAYNE

  
LISA PECCOLE MILLER

By: Peccole-Nevada Corporation,  
a Nevada corporation, Trustee

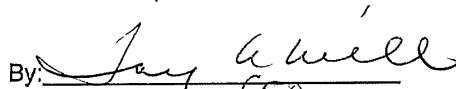
THE B AND W TRUST,  
a Nevada trust

By:   
Its: CEO

  
Derrek Yelton, Trustee

PECCOLE-NEVADA CORPORATION,  
a Nevada corporation

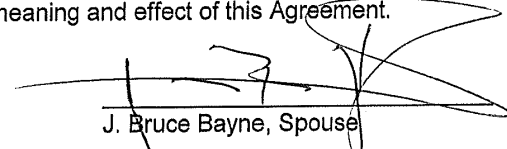
THE LEANN PECCOLE GOORJIAN  
1976 TRUST, a Nevada trust

By:   
Its: CEO

  
Jared Shafer, Court Appointed Trustee

The undersigned spouse of the party named below: (i) understands and agrees the undersigned's interest, including but not limited to, any community property or similar interest and any claims that the undersigned spouse may have against the undersigned's spouses ownership interests are irrevocably bound by and subject to the terms and conditions of this Agreement; and (ii) acknowledges that the undersigned has had an opportunity to review this Agreement prior to signing this Agreement and has had an opportunity to seek the advice of independent legal counsel regarding the meaning and effect of this Agreement.

Date: June 27, 2013  
Party: Laurie Peccole Bayne

  
J. Bruce Bayne, Spouse

Date: June 24, 2013  
Party: Lisa Peccole Miller

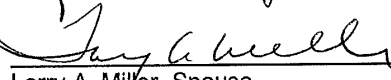
  
Larry A. Miller, Spouse

EXHIBIT "A"

MEMBERS OF HIGHRISE AND FORE STARS

Each undersigned joins in the execution of this Agreement as evidence of his/hers/its knowledge of the provisions hereof and his/her/its consent to agree to be bound by the terms, provisions and undertakings herein.

THE WILLIAM PETER PECCOLE AND  
WANDA RUTH PECCOLE FAMILY  
LIMITED PARTNERSHIP  
dated December 30, 1992,  
a Nevada limited partnership

  
LAURIE PECCOLE BAYNE

\_\_\_\_\_  
LISA PECCOLE MILLER

By: Peccole-Nevada Corporation,  
a Nevada corporation, Trustee

THE B AND W TRUST,  
a Nevada trust

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Derrek Yelton, Trustee

PECCOLE-NEVADA CORPORATION,  
a Nevada corporation

THE LEANN PECCOLE GOORJIAN  
1976 TRUST, a Nevada trust

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Jared Shafer, Court Appointed Trustee

The undersigned spouse of the party named below: (i) understands and agrees the undersigned's interest, including but not limited to, any community property or similar interest and any claims that the undersigned spouse may have against the undersigned's spouses ownership interests are irrevocably bound by and subject to the terms and conditions of this Agreement; and (ii) acknowledges that the undersigned has had an opportunity to review this Agreement prior to signing this Agreement and has had an opportunity to seek the advice of independent legal counsel regarding the meaning and effect of this Agreement.

Date: June 27, 2013  
Party: Laurie Peccole Bayne

  
J. Bruce Bayne, Spouse

Date: June \_\_, 2013  
Party: Lisa Peccole Miller

\_\_\_\_\_  
Larry A. Miller, Spouse

**EXHIBIT "B"**

**GOLF PROPERTY**

**LEGAL DESCRIPTION OF GOLF PROPERTY**

1. Assessor Parcel Numbers 138-31-212-002 and 138-31-610-002:

LOT FIVE OF AMENDED PECCOLE WEST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATES, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

AND

LOT TWENTY-ONE (21) OF PECCOLE WEST LOT 10, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

2. Assessor Parcel Number 138-31-713-002

PARCEL 1:

A PORTION OF LOT FIVE (5) OF AMENDED PECCOLE WEST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 57, AND A PORTION OF LOT FOUR (4) OF PECCOLE WEST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED BY THAT GRANT, BARGAIN, SALE DEED RECORDED MAY 16, 2005 IN BOOK 20050516 AS INSTRUMENT NO. 03419, CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

AND FURTHER EXCEPTING THAT PORTION OF LOT 5 AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED SEPTEMBER 15, 2005 IN BOOK 20050915 AS INSTRUMENT NO. 02511, CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

AND FURTHER EXCEPTING THAT PORTION DESCRIBED IN DOCUMENT RECORDED DECEMBER 20, 2005 IN BOOK 20051220 AS INSTRUMENT NO. 01910, CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

3. Assessor Parcel Number 138-31-712-004

LYING WITHIN SECTION 31 TOWNSHIP 20 RANGE 60 AND SHOWN BY MAP THEREOF ON FILE IN BOOK 87, PAGE 54 OF PECCOLE WEST PARCEL 20 LOT G (COMMON AREA) IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY NEVADA.

Exhibit B

1748

LO 0021110 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11879**



EXHIBIT "C"

DEVELOPMENT PROPERTY

**Accessor Parcel Number 138-32-210-005:**

PECCOLE WEST  
PLAT BOOK 77 PAGE 23  
PT LOT 4  
PLAT BOOK 83 PAGE 57 PT LOT 5  
SEC 32 TWP 20 RNG 60

Exhibit C

1749

LO 0021111 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11880**

**EXHIBIT "D"**

**FORM OF ESCROW DIRECTION LETTER**



***First American Title Insurance Company***

National Commercial Services  
2490 Paseo Verde Parkway, #100, Henderson, NV 89074  
(702)731-4131 - Fax (866)387-4704

**CANCELLATION INSTRUCTIONS**

To: First American Title Insurance Company National  
Commercial Services  
Escrow Officer: Sharon Silverberg

File No.: 2299779 (sgs )

Today's Date: 06/\_\_\_/2013

Re: 9101 Alta Drive, Unit 1005, 138-32-213-077, Las Vegas, NV 89145

You are instructed to cancel the above numbered escrow upon receipt of these instructions agreed to by all parties expressly conditioned upon the terms and conditions of that certain Settlement Agreement and Mutual Release (namely Section 2.c.) in which Buyer and entities affiliated with both the Buyer and Seller are parties. Buyer(s) and Seller(s) hereby mutually agree to release one another and **First American Title Insurance Company National Commercial Services** from any and all liability in connection with this escrow.

You are further instructed to disburse funds held by you in escrow, in the amount of **\$279,919.00** as

follows:

**QT LI Holding, LLC, a Nevada limited liability company**

If funds remain in escrow ninety (90) days from the date of these instructions, then a monthly FUNDS HELD FEE of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly Funds Held Fee directly from the funds held on a monthly, or other periodic basis (i.e. quarterly, semi-annually, etc.). By signing below, the parties acknowledge and agree to pay these sums to compensate you for your administration, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this Funds Held Fee agreement.

[signatures on next page]

Exhibit D, Page 1

1750

LO 0021112 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11881**

Today's Date: \_\_/\_\_/2013

SELLER:

QT LI Holding LLC, a Nevada limited liability company

By: QT Management LLC, a Nevada limited liability company

\_\_\_\_\_  
By: Noam Ziv, Manager

\_\_\_\_\_  
By: Matthew R. Bunin, Manager

BUYER:

Leanne Peccole Goorjian 1976 Trust as to undivided 45% interest

\_\_\_\_\_  
Jared Shafer, Trustee

B&W Trust as to an undivided 55% interest

\_\_\_\_\_  
Derrek Yelton, Trustee

**EXHIBIT "E"**

**EXISTING LEASES**

See attached.

Exhibit E

1752

LO 0021114 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11883**

# FIRST AMENDMENT TO RESIDENTIAL LEASE AGREEMENT

**THIS FIRST AMENDMENT TO RESIDENTIAL LEASE AGREEMENT** ("First Amendment"), effective the date first executed below, to the Lease ("Lease") dated the 13<sup>th</sup> day of April, 2012 executed by and between Queensridge Towers, LLC (as "Landlord") and Kelley Ann Fertitta (as "Tenant") is executed among the parties for the purpose of amending the Lease as follows:

1. Section 1 of the Lease is amended as follows:  
The Lease term shall be extended for three (3) months, commencing on June 1<sup>st</sup>, 2013 and terminating at 12:00 noon on August 31<sup>st</sup>, 2013.
2. Section 3 of the Lease is amended as follows:  
Tenant shall pay monthly rent and other charges due under this Lease to Landlord's successor in interest, QT LI Holding LLC, at the address provided in Section Three of this Amendment (modifying Lease Section 19).
3. Section 19 of the Lease is amended as follows:  
Notices to Landlord shall be sent to QT LI Holding LLC, 9525 Hillwood Drive, Suite 100, Las Vegas, NV 89135, *Attn: Hashem Karoum, General Counsel.*

This First Amendment may be executed and sent by facsimile machine, email, or other form of electronic transmission or reproduction, in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. All other terms and conditions of the Lease not affected by this First Amendment are ratified and remain unchanged.

In Witness Whereof, the parties hereto have executed this First Amendment as of the day and year first written below.

TENANT:

  
Kelley Ann Fertitta

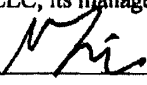
Date

04.24.2013

HK

LANDLORD:

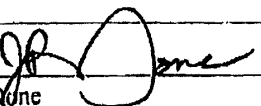
Queensridge Towers, LLC  
a Nevada limited liability company  
by QT Management LLC, its manager

Signature: 

By: Noam Ziv

Its: Manager

Date:

Signature: 

By: Patrick Done

Its: Manager

Date:

4-23-13

## RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (this "*Lease*") is made this 13<sup>th</sup> day of April, 2012, by and between Queensridge Towers, LLC ("*Landlord*") and Kelley Ann Fertitta ("*Tenant*") to give effect to Landlord's lease to Tenant of the following described premises: 9103 Alta Drive, #103, Las Vegas, Nevada 89145, Wine Cabinet #1370B, Garage # T108 (the "*Leased Premises*"). Tenant's current address is 1505 South Pavilion Center Dr., Las Vegas, NV 89135. Telephone # (work) 702.495.3701 (Cell) 702.497.1887, email address: scardinal@fertitta.com.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. *Term.* The term of this Lease (the "*Term*") shall commence, and rent shall commence, on the 15th day of May, 2012, and shall terminate at 12:00 noon on the 31st day of May 2013.

2. *Grant of Lease.* The Leased Premises are leased only for occupancy as a private residence for Tenant and the guests and invitees of Tenant.

3. *Payment of Rent and Security Deposit.* The monthly rent shall be: Seven Thousand Five Hundred Dollars (\$7,500.00). Tenant agrees to pay the following sums to Landlord: One Hundred Thirteen Thousand and Five Hundred Dollars (\$113,500.00) upon execution of this Lease, which constitutes: (i) twelve month's rent of Ninety Thousand Dollars (\$90,000.00); (ii) a security deposit of Fifteen Thousand Dollars (\$15,000.00); (iii) a key deposit of Five Hundred Dollars (\$500.00); (iv) a non-refundable cleaning fee of One Thousand Seven Hundred Fifty Dollars (\$1,750.00); (v) a pet deposit of Two Thousand Five Hundred Dollars (\$2,500.00); and (vi) prorated rent for May 2012 of Three Thousand Seven Hundred Fifty Dollars (\$3,750). The full payment of rent and deposits referenced in this paragraph shall be paid by wire transfer or in such manner and at such other places as Landlord may designate in writing to the account as specified by the Landlord at the time Tenant signs this Lease. Payment of any additional monthly rent (if any) shall be made in full, punctually, and in advance, in lawful money of the United States, without deduction or offset, to Landlord's bank account # 00496-492-7704 at Bank of America, Westcliff Drive, Las Vegas, NV. 891-28 by wire with the following routing # 026009593 or in such manner and at such other place as Landlord may designate in writing.

4. *Joint and Several Liability.* If the Leased Premises are rented by more than one lessee, performance under this Agreement, including, without limitation, payment of rent and payment and performance of all other Tenant obligations, shall be the joint and several responsibility of all lessees, and any breach or abandonment of this Lease by any one or more of the lessees shall not terminate the Lease, nor shall it relieve the remaining lessee or lessees from fulfilling the terms of this Lease.

5. *Late Charges.* In addition to all other rights of Landlord, if any rental payment provided for in this Lease is not received within five (5) days after it becomes due, Tenant agrees to

pay a late charge of Two Hundred Fifty Dollars (\$250.00) per day for each day after five (5) days that the sum was due. In addition, Tenant further agrees to pay a Two Hundred Fifty Dollar (\$250.00) charge for each check offered in payment which is returned unpaid by the bank for any reason. Nothing herein shall impair any of Landlord's rights hereunder or otherwise available at law and/or in equity, including, without limitation, Landlord's right to immediately serve a 5-day quit or pay rent notice upon Tenant if any rent is not paid when due.

6. *Utilities.* Cable and Telephone are to be arranged and paid for by Tenant and shall in all respects be the responsibility of Tenant. Electricity, gas, and water to the Leased Premises shall be available through the One Queensridge Place Homeowners' Association ("HOA") and shall be billed monthly by the HOA to the Landlord. Tenant agrees to reimburse Landlord for these (electricity, gas and water) utility costs and prorated sewer fees within ten (10) days of Tenant's receipt of the invoice from the Landlord.

7. *Use, Return, and Maintenance of the Leased Premises.* Tenant agrees to use the Leased Premises, and all facilities or equipment thereon, with all necessary caution and in accordance with all applicable laws, rules, and regulations. **Tenant agrees to exercise reasonable care in its use of the Leased Premises and to maintain and re-deliver to Landlord at the expiration or termination of the Term the Leased Premises in a clean, undamaged, and safe condition, normal wear and tear excepted. Tenant acknowledges that this includes the removal of all brackets, nails, and/or screws installed in the walls and repair of the holes caused by said removal including painting thereof, which may require full wall painting to avoid differential paint tones.** Tenant agrees to make all repairs and replacements, and to perform all maintenance necessitated by its use of the Leased Premises. Tenant shall promptly notify the Landlord when any equipment, fixture, or portion of the Leased Premises has been damaged or is out of repair. Tenant will be responsible for the upkeep of all of the Leased Premises not maintained by a homeowners' association and for the day-to-day maintenance and protection of the Leased Premises. Tenant shall promptly notify Landlord and HOA Security of any water leaks and Tenant shall use all reasonable care to cause all windows and other openings in the Leased Premises to be closed in the event of rain and/or wind conditions. Tenant covenants not to use or suffer or permit the Leased Premises or any part thereof to be occupied by anyone other than Tenant and/or Tenant's guests and invitees or used for any purpose other than as a residence, and Tenant further agrees: (i) not to use or suffer the Leased Premises to be used for any purpose or use in violation of any law, ordinance, or regulation of any governmental authority, or in any manner that will constitute waste or nuisance or which may disturb the quiet enjoyment of any other resident or of any adjoining or neighboring property; (ii) not to remove any of the appliances, furnishings, and equipment from the Leased Premises without the prior written consent of Landlord; (iii) not to do, suffer, or permit any act to be done which will increase the existing rate of insurance upon the Leased Premises, or any part thereof; and (iv) not to keep or suffer or permit to be kept upon said Leased Premises any article which may be prohibited to be kept by the standard form of fire insurance policy. Tenant shall allow Landlord authorized maintenance personnel into the Unit to change filters in the heating and cooling system monthly, at Tenant's expense. Landlord shall maintain the heating and cooling system and is responsible for maintenance of mechanical, electric and plumbing systems as well as appliances and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to Tenant not allowing Landlord's authorized maintenance personnel into the Unit will be the responsibility of the Tenant. Tenant is also responsible for performing and/or paying for the

minimum quarterly washing of any exterior windows that can be reached from the Unit's terrace(s). If Unit is damaged beyond normal wear and tear when returned to Landlord by Tenant and Tenant fails to make the necessary repairs and/or replacements, then Landlord shall use the Security Deposit as stated below, however if the Security Deposit is not sufficient to cover the costs of the repairs and/or replacements, Tenant agrees to pay the sum necessary to cover the repairs and replacements to Landlord within five (5) days of Landlord presenting Tenant with a statement detailing the costs.

8. *Use of Security Deposit Funds.* If Tenant should default in any payment of rent, or allow the Leased Premises to become damaged (beyond normal wear and tear) in any manner, and fail to promptly repair or replace same, then Landlord may apply such amount of the Lease security deposit as is reasonably necessary to: (i) reimburse Landlord for any and all defaults by Tenant in the payment of rent and for any and all reasonable costs incurred in remedying such defaults, and/or (ii) repair all such damage to the Leased Premises. Further, the Landlord shall retain the security deposit if Landlord terminates Lease early for cause. In addition, Landlord shall be entitled to apply such portion of the security deposit to the cleaning of the Leased Premises as Landlord reasonably incurs in such cleaning. If at any time Landlord is required to apply any portion of the security deposit as provided above, Landlord will give Tenant reasonable notice of its intention to do so, and Tenant shall, within five (5) days after Tenant's receipt of Landlord's notice of the amount of any such expenditure, deliver to Landlord such amount as is necessary to replenish the security deposit to its original amount. Any portion not applied as provided above shall be returned to Tenant within four (4) weeks after termination of this Lease. If Tenant should default in the lease prior to the commencement of the Lease by its failure to commence the Lease then Tenant shall forfeit the entire Security Deposit to Landlord, as liquidated damages and not as a penalty, to compensate Landlord for other actual and substantial losses that Landlord may suffer as a result of such failure. Nothing contained in this Section 8 shall be construed as a waiver of any other rights and remedies Landlord may have against Tenant as a result of such failure. **Notwithstanding the foregoing, Landlord shall not allow Tenant to apply the Security Deposit for rent. All rent must be paid as such by Tenant and not from the Security Deposit.**

9. *Acceptance of Leased Premises "As Is."* Tenant has inspected the Leased Premises and all appliances, furnishings, and equipment located at the Leased Premises and accepts the Leased Premises in its "as is" condition, with all faults. After execution of the Lease by Landlord and Tenant and upon move-in date, Tenant shall receive the following:

Back Door Key(s)	N/A	Mailbox Key(s)	2	Garage Transmitter(s)	2
Key Fob(s)	2	Main Gate Card(s)*	2	Wine Cabinet	1
Remotes for Shades	TBD	Front Door Key(s)	2	Utility Box	1

\* Main Gate Cards also operate the Access Gate for the parking structure.

Should Tenant desire additional cards/keys/key fobs/garage transmitters, they should contact the HOA. HOA will provide according to its Rules and Regulations at the current price to Tenant at Tenant's cost. Tenant acknowledges that a two car garage comes with the Leased Premises and that the Valet is to be used for guests and short term parking only.

10. *Remedies.* If Tenant defaults in payment of rent or in the performance of any other



obligation imposed herein or by law, all of which are agreed to be material, then Landlord may, at its option, take any and all such action as it may be entitled to take by law, in equity, and/or by this Agreement, including, without limitation, assessment of the late charge, re-entry, eviction, and/or termination of this Agreement, legal action for money damages, and any and all other available legal and/or equitable remedies. The various rights, options, elections, powers, and remedies of the Landlord contained in this Lease shall be construed as cumulative, and no one of them exclusive of any others or of any other legal or equitable remedy which Landlord might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by Landlord shall not in any way impair Landlord's rights to any other right or remedy until all obligations imposed upon Tenant have been fully performed.

In the event of a termination due to a default by Tenant, Landlord shall apply the remaining prepaid portion of the rent to any damages incurred as a result of the default. Landlord shall have an obligation to mitigate its damages by diligently seeking a replacement Tenant. Tenant shall be entitled to a credit in the amount of any rent received by Landlord during the period after the termination through the expiration date defined in Section 1 above, not to exceed the amount of prepaid rent applied toward lost rental revenue damages. Any credit due to Tenant shall be paid within thirty (30) days of Landlord's receipt of the replacement tenant rent.

11. *No Waivers By Landlord Unless Express.* Acceptance by Landlord of any past due rent or performance other than rent shall not be deemed a waiver of any prior or subsequent breach by Tenant, other than payment of past due sums so accepted, which shall be applied first to the earliest due unpaid rent. Acceptance by Landlord of any partial payment, or of any rental payment which is less than the entire amount of rent then due from Tenant, shall not constitute a waiver of Landlord's right to terminate this Agreement for non-payment of rent or other non-performance. The waiver by Landlord of any breach of any terms, covenants, or conditions herein contained shall not be deemed to be a waiver of any prior or subsequent breach of the same or any other terms, covenants, or conditions herein contained, regardless of Landlord's knowledge thereof at the time of such waiver. Notwithstanding anything to the contrary, no act or omission of Landlord shall be deemed to be a waiver of any right or remedy or Landlord unless such waiver is granted by Landlord expressly and in writing.

12. *Abandonment.* If Tenant abandons the Leased Premises, Landlord may inventory, move, and/or store, all at Tenant's expense, any personal property left at the Leased Premises by Tenant, and, after thirty (30) days, Landlord may dispose of such personal property in the manner allowed by law in order to recover any reasonable expenses incurred in such storage.

13. *No Alterations to Leased Premises and No Signs.* Tenant shall not make or permit or suffer to be made any alterations to the Leased Premises, or any part thereof, without prior written consent of Landlord. Any additions or alterations to the Leased Premises, except for movable furniture, shall become a part of the realty and belong to Landlord, unless Landlord gives Tenant written notice at the end of the Term to remove some or all such additions or alterations, in which event Tenant shall, at Tenant's own expense, restore the Leased Premises to its original condition. Tenant shall not attach any object or sign to or suspend any object or sign from outside of the Leased Premises without Landlord's advance written consent.

14. *Damage and Destruction.* In the event of the destruction of the Leased Premises, or damage thereto by fire or other casualty, not created by any fault or negligence of Tenant, which may render the Leased Premises untenable, either Landlord or Tenant may terminate this Lease, in which event Landlord shall return all deposits and prepaid rent to Tenant. If Tenant has immediately evacuated such damaged or destroyed Leased Premises, any notice of termination by Tenant or Landlord made within seven (7) days thereafter shall be effective to terminate this Lease as of the date the Leased Premises were rendered untenable.

15. *Indemnification.* Tenant hereby agrees to indemnify Landlord, and hold Landlord free, clear, and harmless, from any and all losses, costs, damages, claims, liabilities, lawsuits, causes of action, and expenses whatsoever, including, without limitation: (i) any loss of, or damage to, any real or personal property of Landlord; and (ii) any damage to property (by whomsoever owned), or any injury to, or death of, any persons whomsoever arising from or in connection with this Lease and/or Tenant's agents, employees, guests, licensees, and/or invitees. Failure to reimburse Landlord for any such loss within thirty (30) days after receipt by Tenant of Landlord's notice thereof shall constitute a default hereunder.

16. *No Assignments or Sublets.* Tenant shall not assign this Lease and shall not sublet the Leased Premises without the prior written consent of Landlord. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Any assignment or subletting of this Lease or of any right or interest herein, whether voluntary or involuntary, without the prior written consent of Landlord, shall be null and void and shall, at the option of Landlord, terminate this Lease together with all of Tenant's rights hereunder.

17. *Landlord's Right of Entry.* Tenant shall not change or add any lock without providing Landlord with a key for emergency use and other lawful entry. Tenant shall permit Landlord, or authorized agents of Landlord, to enter into and upon the Leased Premises at all reasonable times during normal business hours (unless Tenant had consented to entry during non-business hours) in the following circumstances: (i) to inspect, maintain, or repair said Leased Premises or the property to which said Leased Premises may be a part or to construct any improvement thereon; (ii) for the purpose of showing the Leased Premises to prospective tenants within 60 days prior to the end of the term of this Lease, or after Tenant has given notice of intent to vacate, or Landlord has given notice of termination, and such permission shall extend until the Leased Premises have been re-rented or surrendered to Landlord; (iii) for the purpose of showing the Leased Premises to prospective purchasers or lenders or other persons with a *bona fide* interest in inspecting the Leased Premises; (iv) in emergencies (when entry may be at any time); (v) where the Tenant's failure to maintain the Leased Premises affects health and safety, and Tenant has failed to remedy the situation after five (5) days' notice, in which event Landlord may enter to clean or repair; (vi) upon the Tenant's abandonment of the Leased Premises (when entry may be made at any time); and (vii) by court order. Except in emergencies and upon abandonment, Landlord and/or the One Queensridge Place Homeowners' Association's representatives shall give Tenant at least twenty-four (24) hours' notice of intent to enter the Leased Premises prior to all entries, unless Tenant has consented to shorter notice.

18. *Costs of Legal Proceedings.* If legal procedures are commenced by either party hereto against the other party to protect or enforce rights or obligations under this Lease, the party in whose

favor judgment shall be entered shall be entitled to recover all costs of suit, including reasonable attorneys' fees, from the other party.

19. *Notices.* All notices and demands which may or are required to be given by either party or the other hereunder shall be in writing. All notices or demands by Landlord to Tenant shall be delivered in the manner provided by law, addressed to Tenant at the Leased Premises. All payments, notices and demands or service of process to Landlord shall be delivered in the manner provided by law, addressed to Landlord at 9755 W. Charleston Boulevard, Las Vegas, Nevada 89117, Attention: Margo Zechman, or at such place as Landlord may from time to time designate in a notice to Tenant. Any notice due to an emergency shall also be given to the HOA Security at 9101 Alta Drive, Las Vegas, Nevada 89145, 702-946-6690.

20. *Choice of Law.* The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement, without regard to the principles of conflict of laws.

21. *Successors and Assigns.* Each and all of the covenants and obligations of this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns, subject at all times nevertheless to all agreements and restrictions herein contained with respect to the assignment or subletting of Tenant's interest in this Lease.

22. *Severability of Provisions.* If any of the provisions of this Lease should be held invalid, void, or unenforceable, by any court or other tribunal, this Lease and all other terms and provisions hereof shall nevertheless remain in full force and effect, and such void, invalid, or unenforceable term or provision shall be deemed severable, and shall in no manner affect or alter the remaining provisions.

23. *Priority of Other Interests.* This Lease shall always be subject to all present or future mortgages, deeds of trust, and/or other encumbrances that are or may be placed upon the Leased Premises. Tenant acknowledges that it has or will have received, prior to the start of this Lease a copy of the Declaration of Condominium for One Queensridge Place and the Rules and Regulations for One Queensridge Place and will abide by these.

24. *Integration.* This Agreement constitutes the entire agreement between the parties hereto with respect to the Leased Premises, and cannot be altered, changed, modified, or added to except in writing and signed by all parties to this Agreement.

25. *Tenant's Insurance.* **TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD WILL NOT MAINTAIN ANY INSURANCE FOR THE BENEFIT OF TENANT. TENANT SHOULD OBTAIN ITS OWN INSURANCE TO COVER COVERAGE OF ITS OWN PROPERTY. WITH RESPECT TO LIABILITY INSURANCE, TENANT SHALL OBTAIN MINIMUM COVERAGE IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PER OCCURRENCE. TENANT AGREES TO NAME THE LANDLORD AS AN ADDITIONAL INSURED UNDER ITS POLICY AND TO GIVE LANDLORD A COPY OF THE POLICY WITHIN TEN (10) DAYS OF THE EXECUTION OF THIS LEASE OR PRIOR TO**

MOVE-IN, WHICHEVER IS EARLIER.

26. *Notice of Intent to Vacate.* Tenant shall provide written notice of Tenant's intention to vacate the Leased Premises sixty (60) days prior expiration of this Lease. In the event Tenant fails to provide such notice, Tenant shall be deemed to be holding-over on a month-to-month basis until sixty (60) days after such notice is given. During a holdover not authorized by Landlord, rent shall increase by Two Hundred Percent (200%).

27. *Commission.* Tenant represents and warrants to Landlord that it has had no dealings with any broker or agent in connection with this Lease, except for Dino Satallante, Broker, 10161 Park Run Dr., Ste 150, Las Vegas, NV 89145, as agent for Tenant whose commission shall be paid by Queensridge Properties LLC upon five working days of the Lease commission being paid to Queensridge Properties LLC and clearing of funds. Subject to the foregoing, Tenant covenants and agrees to pay, hold harmless and indemnify Landlord from and against any and all costs, expenses or liability for any compensation, commission and charges claimed by any broker or agent alleging to have dealt with the Tenant with respect to this Lease or the negotiation hereof including, without limitation, the cost of legal fees in connection therewith.

28. *Pets.* No pet shall be on or about the Leased Premises at any time without the written permission of Landlord. In the event Tenant wishes to have a pet, Tenant will request Landlord's approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per pet will be required and paid by Tenant in advance subject to deposit terms and conditions as below. Tenant agrees to indemnify Landlord for any and all liability, loss and damages which Landlord may suffer as a result of any animal in the Leased Premises. In the event written permission shall be granted, Tenant shall be required to Procure and provide Landlord written evidence that Tenant has obtained such insurance as may be available against property damage to the Leased Premises and liability of third party injury. Each such policy shall name Landlord and Landlord's Agent as additional insureds. A copy of such policy shall be provided to Landlord prior to any pets being allowed within the Leased Premises.

29. *Walk Through and HOA Orientation Session.* Both prior to the Lease commencement and at Lease's expiration, a representative for the Landlord and the Tenant shall walk through the Leased Premises and document the condition of the Leased Premises. Prior to the Lease commencement, Tenant shall contact the HOA to schedule Tenant's attendance at a HOA orientation session with a representative of the HOA.

30. *Other Agreements.* Please list any additional terms agreed to between the Landlord and the Tenant or write Not Applicable: 1) Landlord approves of dog, breed is Boxer.

2) Landlord has received deposits in the amount of \$27,250.00 consisting of first month's rent, security deposit, pet deposit, key deposit, and cleaning fee. The remaining amount of \$86,250.00 is due upon lease execution. 3) If Landlord continues to offer to lease the Leased Premises beyond the Term and (a) no Tenant default or breach has occurred and remains uncured or (b) Tenant has not violated Section 7(i) above resulting in three (3) or more HOA notices regarding such violations during the term, then Tenant shall have a right of first refusal to extend the term of the Lease under the same terms as Landlord is then offering to lease the Leased Premises to any other

party or the general public. Tenant shall provide its notice of intent to exercise the right of first refusal within the time period provided in Section 26 above.

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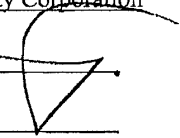
[Signature Page Follows]

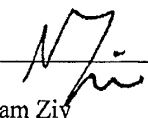
TENANT:

  
\_\_\_\_\_  
Signature  
Kelley Ann Fertitta  
\_\_\_\_\_  
Print Name  
Date: 4/13/12\_\_\_\_\_

LANDLORD:

Queensridge Towers, LLC  
\_\_\_\_\_  
a Nevada Limited Liability Corporation  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature  
By: Frank Pankratz  
\_\_\_\_\_  
Its: Manager  
\_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Signature  
By: Noam Ziv  
\_\_\_\_\_  
Its: Manager  
\_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT "F"

### DRAFT OF LOT LINE ADJUSTMENT AGREEMENT

THIS LOT LINE ADJUSTMENT AGREEMENT (this "Agreement") is made this 28th day of June, 2013, by and among QUEENSRIDGE TOWERS LLC, a Nevada limited-liability company ("Developer") and FORE STARS LTD., a Nevada limited-liability company ("Fore Stars") with reference to the following facts and circumstances:"

#### Recitals

A. Golf Property. Fore Stars is the owner of the fee interest to the Badlands Golf Course comprising Clark County Assessor Parcel Numbers 138-31-212-002, 138-31-610-002, 138-31-713-002 and 138-31-712-004 (the "Golf Property," which is described on Exhibit "A" attached hereto and incorporated herein by this reference).

B. Development Property. Developer is the owner of undeveloped land identified by Clark County Assessor Parcel Number 138-32-210-005 in which they may develop a high-rise condominium project, which property is adjacent to the Golf Property (such project, the "Development"), which property is described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Development Property"). The Developer has elected to modify the existing plans for the Development and has requested Fore Stars to consent and approve certain modifications to the existing plan.

C. Certain Effects of the Modification. As a result of the modification to the Development, Developer and Fore Stars have elected to terminate in full that certain Badlands Golf Course Clubhouse Improvements Agreements and transfer ownership of a portion of the Development Property back to Fore Stars as part of Assessor Parcel Number 138-31-713-002, which property is depicted on Exhibit "C" attached hereto and incorporated by referenced herein and described on Exhibit "D" attached hereto and incorporated herein by this reference (the "Additional Golf Property").

#### Agreement

NOW, THEREFORE, Fore Stars and Developer agree as follows:

1. Lot Line Adjustment Conveying the Additional Golf Property. Developer hereby conveys to Fore Stars all of its right, title, and interest in and to the Additional Golf Property and agrees and acknowledges that it has no further interest therein or rights or title thereto. In furtherance of the foregoing conveyance, Developer and Fore Stars hereby each consent to a lot line adjustment adjusting the property line between the Development Property and the Golf Property in a manner such that the Additional Golf Property will be within the property boundaries of the Golf Property and not the Development Property, and Developer further agrees to execute and deliver such quitclaim deeds, maps, and/or other instruments or documents as may be reasonably necessary or beneficial to effectuate the foregoing.

2. Miscellaneous. This Agreement is subject to and conditioned upon mutual execution and delivery by Developer and Fore Stars of the Settlement Agreement and Mutual Release dated June 28, 2013 by and between Developer, Fore Stars, Queensridge Highrise LLC, a Nevada limited liability company (the "Settlement Agreement"). This Agreement together with the Settlement Agreement constitute the entire agreement between the parties with respect

Exhibit F, Page 1

1763

LO 0021125 ( A-17-758528-J Confidential and Privileged NRCP 26)

11894

to the subject matter hereof and supersede all prior understandings and writings with respect thereto. Each party to this Agreement has reviewed this Agreement and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada, without regard to its principles of conflict of laws, and the exclusive forum for adjudication of any dispute with respect hereto shall be the federal and state courts located in Clark County, Nevada.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

QUEENSRIDGE TOWERS LLC,  
a Nevada limited-liability company

By: QT Management LLC,  
a Nevada limited liability company,  
Manager

\_\_\_\_\_  
Noam Ziv, Manager

\_\_\_\_\_  
Matthew Bunin, Manager

FORE STARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
William Bayne, Vice President



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF GOLF PROPERTY**

1. Assessor Parcel Numbers 138-31-212-002 and 138-31-610-002:

LOT FIVE OF AMENDED PECCOLE WEST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATES, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

AND

LOT TWENTY-ONE (21) OF PECCOLE WEST LOT 10, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

2. Assessor Parcel Number 138-31-713-002

PARCEL 1:

A PORTION OF LOT FIVE (5) OF AMENDED PECCOLE WEST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 57, AND A PORTION OF LOT FOUR (4) OF PECCOLE WEST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED BY THAT GRANT, BARGAIN, SALE DEED RECORDED MAY 16, 2005 IN BOOK 20050516 AS INSTRUMENT NO. 03419, CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

AND FURTHER EXCEPTING THAT PORTION OF LOT 5 AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED SEPTEMBER 15, 2005 IN BOOK 20050915 AS INSTRUMENT NO. 02511, CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

AND FURTHER EXCEPTING THAT PORTION DESCRIBED IN DOCUMENT RECORDED DECEMBER 20, 2005 IN BOOK 20051220 AS INSTRUMENT NO. 01910, CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

3. Assessor Parcel Number 138-31-712-004

LYING WITHIN SECTION 31 TOWNSHIP 20 RANGE 60 AND SHOWN BY MAP THEREOF ON FILE IN BOOK 87, PAGE 54 OF PECCOLE WEST PARCEL 20 LOT G (COMMON AREA) IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY NEVADA.

EXHIBIT "B"

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Accessor Parcel Number 138-32-210-005:

PECCOLE WEST  
PLAT BOOK 77 PAGE 23  
PT LOT 4  
PLAT BOOK 83 PAGE 57 PT LOT 5  
SEC 32 TWP 20 RNG 60

Exhibit F, Page 4

1766

LO 0021128 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11897**

**EXHIBIT "C"**

**MAP OF ADDITIONAL GOLF PROPERTY**

[see attached]

Exhibit F, Page 5

1767

LO 0021129 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11898**

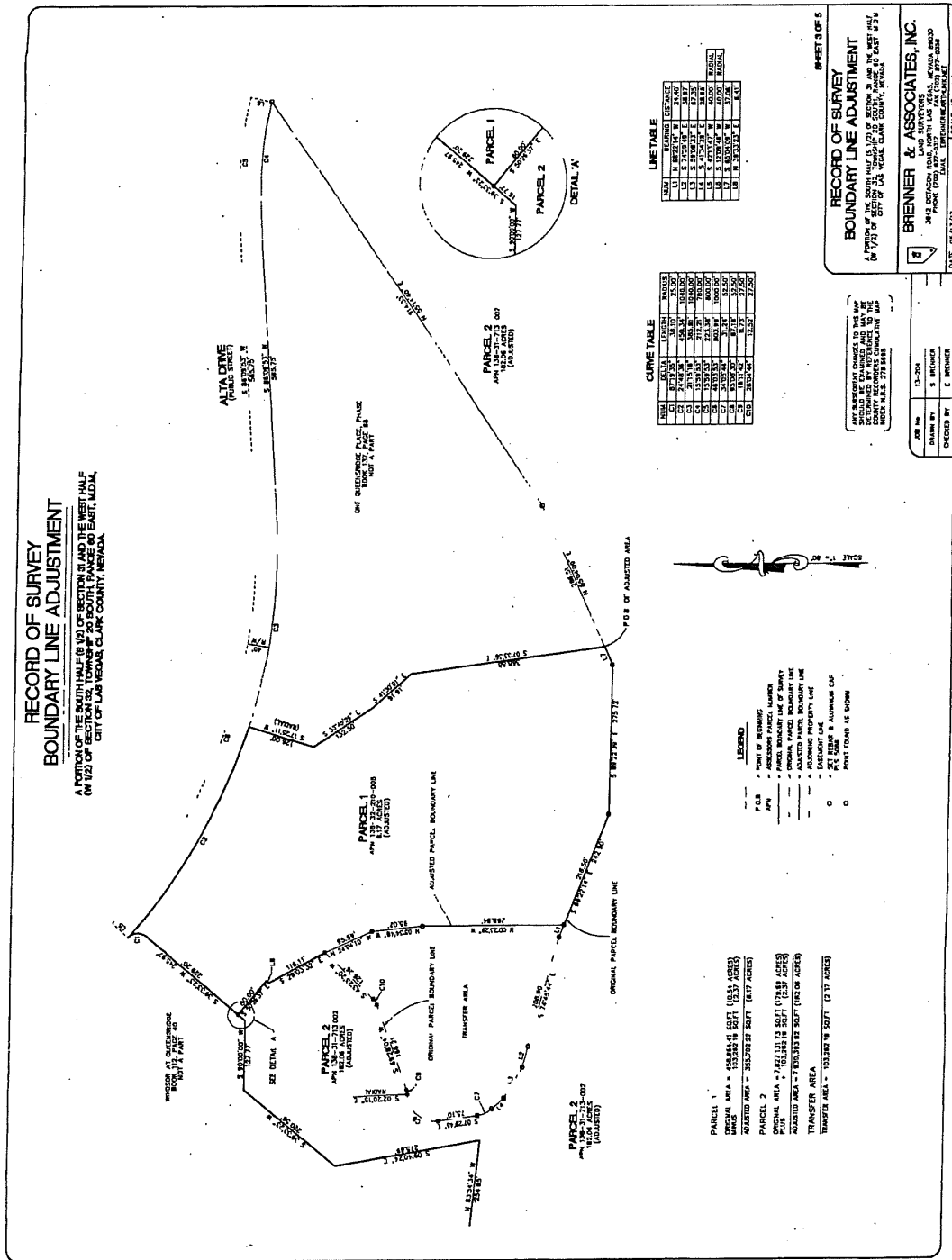


EXHIBIT "D"

LEGAL DESCRIPTION OF ADDITIONAL GOLF PROPERTY

THE PROPERTY CONSISTS OF THE FOLLOWING:

BEGINNING AT THE MOST SOUTHERLY CORNER OF FINAL MAP OF "ONE QUEENSRIDGE PLACE, PHASE 1", RECORDED IN BOOK 137, PAGE 88 OF PLATS, CLARK COUNTY, OFFICIAL RECORDS; THENCE SOUTH 65°04'09" WEST A DISTANCE OF 37.06 FEET; THENCE NORTH 89°22'39" WEST A DISTANCE OF 275.72 FEET; THENCE NORTH 68°22'14" WEST A DISTANCE OF 218.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°23'29" WEST A DISTANCE OF 268.84 FEET; THENCE NORTH 05°34'48" WEST A DISTANCE OF 95.02 FEET; THENCE NORTH 24°04'10" WEST A DISTANCE OF 95.59 FEET; THENCE SOUTH 43°23'20" WEST A DISTANCE OF 126.26 FEET; THENCE SOUTHWESTERLY 12.52 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 26°04'44" WITH A RADIUS OF 27.50 FEET; THENCE SOUTH 69°28'04" WEST A DISTANCE OF 166.21 FEET; THENCE SOUTHWESTERLY 8.73 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 18°11'42" WITH A RADIUS OF 27.50 FEET TO A POINT OF A REVERSE CURVE; THENCE SOUTHEASTERLY 87.18 FEET ALONG A CURVE CONCAVE SOUTHEAST HAVING A CENTRAL ANGLE OF 95°08'30" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 07°28'45" EAST A DISTANCE OF 75.10 FEET; THENCE SOUTHEASTERLY 31.34 FEET ALONG A CURVE CONCAVE NORTHEAST HAVING A CENTRAL ANGLE OF 34°05'44" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 41°34'29" EAST A DISTANCE OF 28.68 FEET; THENCE SOUTH 59°09'33" EAST A DISTANCE OF 67.35 FEET; THENCE SOUTH 74°29'49" EAST A DISTANCE OF 38.97 FEET; THENCE SOUTH 74°45'44" EAST A DISTANCE OF 208.90 FEET; THENCE SOUTH 68°22'14" EAST A DISTANCE OF 24.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 103,262.19 SQUARE FEET (2.37 ACRES).

**EXHIBIT "G"**

**FORM OF QUIT CLAIM DEED**

A portion of APN No. 138-32-210-005

WHEN RECORDED, MAIL TO:

Sklar Williams PLLC  
410 South Rampart Boulevard, Suite 350  
Las Vegas, Nevada 89145  
Attn.: Henry Lichtenberger, Esq.

**QUIT CLAIM DEED**

THIS INDENTURE WITNESSETH: That

**QUEENSRIDGE TOWERS, LLC**, a Nevada limited liability company, whose principal place of business and post office address in the State of Nevada is 9525 Hillwood Drive, Suite 100, Las Vegas, Nevada 89134.

In consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby quitclaim to:

**FORE STARS LTD.**, a Nevada limited liability company, whose principal place of business and post office address in the State of Nevada is 851 South Rampart, Suite 105, Las Vegas, Nevada 89145

All that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

- Subject to:
1. Taxes for the current fiscal year, paid current.
  2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATE: \_\_\_\_\_, 201\_\_

Queensridge Towers LLC,  
a Nevada limited liability

By: QT Management LLC,  
a Nevada limited liability company, Manager

\_\_\_\_\_  
Noam Ziv, Manager

\_\_\_\_\_  
Matthew Bunin, Manager

STATE OF NEVADA )  
                          ) ss.  
COUNTY OF CLARK)

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by Noam Ziv and Matthew Bunin, each a Manager of QT Management LLC, a Nevada limited liability company, the Manager of Queensridge Towers LLC, a Nevada limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

Exhibit G, Page 2

1771

LO 0021133 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11902**

## EXHIBIT A

THE PROPERTY CONSISTS OF THE FOLLOWING:

BEGINNING AT THE MOST SOUTHERLY CORNER OF FINAL MAP OF "ONE QUEENSRIDGE PLACE, PHASE 1", RECORDED IN BOOK 137, PAGE 88 OF PLATS, CLARK COUNTY, OFFICIAL RECORDS; THENCE SOUTH 65°04'09" WEST A DISTANCE OF 37.06 FEET; THENCE NORTH 89°22'39" WEST A DISTANCE OF 275.72 FEET; THENCE NORTH 68°22'14" WEST A DISTANCE OF 218.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°23'29" WEST A DISTANCE OF 268.84 FEET; THENCE NORTH 05°34'48" WEST A DISTANCE OF 95.02 FEET; THENCE NORTH 24°04'10" WEST A DISTANCE OF 95.59 FEET; THENCE SOUTH 43°23'20" WEST A DISTANCE OF 126.26 FEET; THENCE SOUTHWESTERLY 12.52 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 26°04'44" WITH A RADIUS OF 27.50 FEET; THENCE SOUTH 69°28'04" WEST A DISTANCE OF 166.21 FEET; THENCE SOUTHWESTERLY 8.73 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 18°11'42" WITH A RADIUS OF 27.50 FEET TO A POINT OF A REVERSE CURVE; THENCE SOUTHEASTERLY 87.18 FEET ALONG A CURVE CONCAVE SOUTHEAST HAVING A CENTRAL ANGLE OF 95°08'30" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 07°28'45" EAST A DISTANCE OF 75.10 FEET; THENCE SOUTHEASTERLY 31.34 FEET ALONG A CURVE CONCAVE NORTHEAST HAVING A CENTRAL ANGLE OF 34°05'44" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 41°34'29" EAST A DISTANCE OF 28.68 FEET; THENCE SOUTH 59°09'33" EAST A DISTANCE OF 67.35 FEET; THENCE SOUTH 74°29'49" EAST A DISTANCE OF 38.97 FEET; THENCE SOUTH 74°45'44" EAST A DISTANCE OF 208.90 FEET; THENCE SOUTH 68°22'14" EAST A DISTANCE OF 24.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 103,262.19 SQUARE FEET (2.37 ACRES).



EXHIBIT "H"

FORM OF RELEASE LETTER TO EXECUTIVE HOME BUILDERS, INC.

FORE STARS, LTD.  
c/o Peccole-Nevada Corporation  
851 South Rampart Boulevard, Suite 105  
Las Vegas, Nevada 89145

June \_\_, 2013

HAND DELIVERED

Yohan Lowie  
Executive Home Builders, Inc.,  
9755 West Charleston Boulevard  
Las Vegas, Nevada 89117

Vickie DeHart  
Executive Home Builders, Inc.  
9755 West Charleston Boulevard  
Las Vegas, Nevada 89117

Dear Yohan and Vickie:

Reference is made to that certain Badlands Golf Course Clubhouse Improvements Agreement dated as of September 6, 2005 (the "Improvements Agreement"), by and between Fore Stars, Ltd., a Nevada limited liability company ("Fore Stars"), and Queensridge Towers LLC, a Nevada limited liability company ("QT"), pursuant to which QT has agreed, among other things, to undertake certain construction obligations with respect to the Badlands Golf Course located in Las Vegas, Nevada, as more particularly described therein.

As you are aware, in connection with the Improvements Agreement, and to secure QT's obligation to perform the Construction Obligations and pay the New Golf Course Clubhouse Costs (as such terms are defined in the Improvements Agreement) as required thereunder, Executive Home Buildings, Inc. ("EHB") granted a pledge in favor of Fore Stars with respect to EHB's interest in certain corporate offices located at 9755 West Charleston Boulevard, Las Vegas Nevada (the "Office Collateral"), which pledge may be terminated in accordance with Section 3 of the Improvements Agreement.

This letter hereby confirms that, pursuant to Section 3 of the Improvements Agreement EHB's pledge of the Office Collateral is hereby released, deemed terminated in full and of no further force or effect. Notwithstanding the foregoing release, all other agreements that exist between Hualapai Commons, Ltd., LLC, Peccole-Nevada Corporation and EHB with respect to the actual transfer of ownership of the Office Collateral are not altered or modified by this letter, including the understanding that until the existing debt covering the Office Collateral is paid in full, the title of the property cannot transfer.

Sincerely,

William Bayne  
Vice President  
Peccole-Nevada Corporation  
as the Manager of Fore Stars, Ltd. and  
Hualapai Commons, Ltd., LLC

Exhibit H

1773

LO 0021135 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11904**

**EXHIBIT "I"**

**FORM OF FIRST AMENDMENT TO BADLANDS GOLF COURSE CLUBHOUSE  
IMPROVEMENTS AGREEMENT**

This First Amendment to Badlands Golf Course Clubhouse Improvements Agreement (the "*Amendment*") is dated as of June \_\_, 2013 (the "*Effective Date*") by and between **QUEENSRIDGE TOWERS LLC**, a Nevada limited liability company ("Towers") and **FORE STARS, LTD.**, a Nevada limited liability company ("*Fore Stars*").

WHEREEAS, on September 6, 2005, Towers and Fore Stars entered into that certain Badlands Golf Course Clubhouse Improvements Agreement (the "*Agreement*").

WHEREAS, Fore Stars and Towers are parties to that certain Settlement Agreement and Mutual Release of even date herewith, which among other things requires the parties to execute and deliver this Amendment.

Now therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 3. Section 3 to the Agreement is deleted in its entirety.
2. Reference to Agreement. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.
3. Full Force and Effect. Except as expressly modified by this Amendment, the Agreement is unmodified and this Amendment shall not impair the full force and effect of the Agreement.
4. Choice of Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to laws that may be applicable under conflicts of laws principles.
5. Counterparts. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date set forth beneath their respective signatures below.

QUEENSRIDGE TOWERS LLC,  
a Nevada limited-liability company

By: QT Management LLC,  
a Nevada limited liability company,  
Manager

\_\_\_\_\_  
Noam Ziv, Manager

\_\_\_\_\_  
Matthew Bunin, Manager

FORE STARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
William Bayne, Vice President

**EXHIBIT "J"**

**FORM OF MEMORANDUM OF AGREEMENT**

A portion of APN No. 138-32-210-005

WHEN RECORDED MAIL TO:

Sklar Williams PLLC  
410 South Rampart Boulevard, Suite 350  
Las Vegas, Nevada 89145  
Attention: Henry Lichtenberger, Esq.

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is executed as of June \_\_\_\_, 2013 by QUEENSRIDGE TOWERS, LLC, a Nevada limited liability company ("**Towers**") in connection with that certain Settlement Agreement and Mutual Release ("**Settlement Agreement**"), by and between Towers and FORE STARS, LTD., a Nevada limited liability company or its nominee or assignee ("**Fore Stars**") of even date herewith. Capitalized terms not otherwise defined herein shall have the meaning assigned to such term in the Settlement Agreement.

Pursuant to the Settlement Agreement, until Tower's exercise of the Termination Option or, if Towers does not elect to exercise the Termination Option, satisfaction of the Improvements Agreement Financial Obligation, Fore Stars retains the right to receive a portion of the Development Property identified as the Additional Golf Course Property, as depicted and described in Attachment A attached hereto and incorporated by reference herein, upon and subject to the terms and conditions set forth in the Settlement Agreement. The applicable provisions (namely Section 3 of the Settlement Agreement) are incorporated into this Memorandum of Agreement by reference and the respective obligations of both Towers and Fore Stars and respective Affiliates contained therein.

This Memorandum of Agreement is prepared for the purpose of recordation, and it in no way modifies the provisions of the Settlement Agreement.

Exhibit J, Page 1

1776

LO 0021138 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11907**

IN WITNESS HEREOF, the Towers and Fore Stars have executed this Memorandum of Agreement to be effective as of the date first set forth above.

QUEENSRIDGE TOWERS LLC,  
a Nevada limited-liability company

FORE STARS, LTD.,  
a Nevada limited liability company

By: QT Management LLC,  
a Nevada limited liability company,  
Manager

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

\_\_\_\_\_  
Noam Ziv, Manager

By: \_\_\_\_\_  
William Bayne, Vice President

\_\_\_\_\_  
Matthew Bunin

**ACKNOWLEDGEMENTS**

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Noam Ziv and Matthew Bunin, each a Manager of QT Management LLC, a Nevada limited liability company, the Manager of Queensridge Towers LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by William Bayne, the Vice President of Peccole-Nevada Corporation, a Nevada corporation, the Manager of Fore Stars, Ltd., a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Exhibit J, Page 2

1777

LO 0021139 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11908**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All that real property situate in the County of Clark, State of Nevada, described as follow:

BEGINNING AT THE MOST SOUTHERLY CORNER OF FINAL MAP OF "ONE QUEENSRIDGE PLACE, PHASE 1", RECORDED IN BOOK 137, PAGE 88 OF PLATS, CLARK COUNTY, OFFICIAL RECORDS; THENCE SOUTH 65°04'09" WEST A DISTANCE OF 37.06 FEET; THENCE NORTH 89°22'39" WEST A DISTANCE OF 275.72 FEET; THENCE NORTH 68°22'14" WEST A DISTANCE OF 218.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°23'29" WEST A DISTANCE OF 268.84 FEET; THENCE NORTH 05°34'48" WEST A DISTANCE OF 95.02 FEET; THENCE NORTH 24°04'10" WEST A DISTANCE OF 95.59 FEET; THENCE SOUTH 43°23'20" WEST A DISTANCE OF 126.26 FEET; THENCE SOUTHWESTERLY 12.52 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 26°04'44" WITH A RADIUS OF 27.50 FEET; THENCE SOUTH 69°28'04" WEST A DISTANCE OF 166.21 FEET; THENCE SOUTHWESTERLY 8.73 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 18°11'42" WITH A RADIUS OF 27.50 FEET TO A POINT OF A REVERSE CURVE; THENCE SOUTHEASTERLY 87.18 FEET ALONG A CURVE CONCAVE SOUTHEAST HAVING A CENTRAL ANGLE OF 95°08'30" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 07°28'45" EAST A DISTANCE OF 75.10 FEET; THENCE SOUTHEASTERLY 31.34 FEET ALONG A CURVE CONCAVE NORTHEAST HAVING A CENTRAL ANGLE OF 34°05'44" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 41°34'29" EAST A DISTANCE OF 28.68 FEET; THENCE SOUTH 59°09'33" EAST A DISTANCE OF 67.35 FEET; THENCE SOUTH 74°29'49" EAST A DISTANCE OF 38.97 FEET; THENCE SOUTH 74°45'44" EAST A DISTANCE OF 208.90 FEET; THENCE SOUTH 68°22'14" EAST A DISTANCE OF 24.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 103,262.19 SQUARE FEET (2.37 ACRES).

**EXHIBIT "K"**

**FORM OF TERMINATION OF MEMORANDUM**

A portion of APN No. 138-32-210-005

WHEN RECORDED MAIL TO:

Sklar Williams PLLC  
410 South Rampart Boulevard, Suite 350  
Las Vegas, Nevada 89145  
Attention: Henry Lichtenberger, Esq.

**TERMINATION OF MEMORANDUM OF AGREEMENT**

The undersigned hereby terminates that certain Memorandum of Agreement recorded on \_\_\_\_\_, 2013 as Instrument Number \_\_\_\_\_ with the Recorder of Clark County, Nevada.

This Termination of Memorandum of Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Termination of Memorandum of Agreement has been executed as of the \_\_\_\_th day of \_\_\_\_\_, 201\_\_.

QUEENSRIDGE TOWERS LLC,  
a Nevada limited-liability company

By: QT Management LLC,  
a Nevada limited liability company,  
Manager

\_\_\_\_\_  
Noam Ziv, Manager

\_\_\_\_\_  
Matthew Bunin, Manager

FORE STARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, Manager

By: \_\_\_\_\_  
William Bayne, Vice President

**ACKNOWLEDGEMENTS**

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the Authorized Agent of QT Management LLC, a Nevada limited liability company, the Manager of Queensridge Towers LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by William Bayne, the Vice President of Peccole-Nevada Corporation, a Nevada corporation, the Manager of Fore Stars, Ltd., a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Exhibit K, Page 2

1780

LO 0021142 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11911**



EXHIBIT "L"

FORM OF PROXY

**IRREVOCABLE PROXY AND POWER OF ATTORNEY**

Fore Stars, Ltd., a Nevada limited liability company ("**Fore Stars**") hereby irrevocably appoints IDB Group USA Investments Inc., a Delaware corporation, a member of Queensridge Towers LLC, a Nevada limited liability company ("**Towers**") (with the power of delegation), as its proxy (in such capacity, the "**Agent**") to represent the undersigned and to vote in Fore Star's name and on Fore Star's behalf, with full power to act on behalf of Fore Star's for all matters expressly provided for in Section 5 of that certain Settlement Agreement and Mutual Release of even date herewith (the "**Settlement Agreement**") to which both Fore Stars and Towers are parties and to sign any document and/or instrument on behalf of Fore Stars to evidence any vote, consent or approval of Fore Stars obtained by Agent pursuant to the foregoing.

This Irrevocable Proxy and Power of Attorney shall remain in full force and shall be binding on the members, managers and successors of Fore Stars, subject to express revocation upon a Change of Control. For purposes of this Proxy: (i) "**Affiliate**" shall have the meaning ascribed to it in Rule 405 promulgated under the Securities Act of 1933, as amended; (ii) a "**Change of Control**" shall mean if Towers (directly or indirectly): (a) sells the Development Property to an unrelated third party; or (b) causes the issuance of any additional equity interests and/or allows or consents to the transfer, assignment or hypothecation of any ownership interest by a member in Towers which results in the Company, or any of its Affiliates, no longer owning, collectively in the aggregate, directly or indirectly, at least fifty percent (50%) of Towers, but shall not be triggered upon the occurrence of any of the following events: (x) any hypothecation by a member of Towers of its interest in connection with any financing transaction related to the Development Property; or (y) any transfer or purchase of interests by members of Towers existing as of the date of this Agreement; (iii) "**Company**" shall mean IDB Group USA Investments, Inc., a Delaware corporation, together with any successor entity or entities resulting from a merger, business combination, sale of all or substantially all assets, consolidation, reincorporation, recapitalization, liquidation, conversion, or similar transaction with any Affiliate or Affiliates of the Company; and (iv) "**Development Property**" shall be that certain undeveloped land identified by Clark County Assessor Parcel Number 138-32-210-005.

THIS PROXY IS IRREVOCABLE AND COUPLED WITH AN INTEREST. THE POWER OF ATTORNEY GRANTED BY FORE STARS TO THE COMPANY IS A DURABLE POWER OF ATTORNEY AND SHALL SURVIVE THE BANKRUPTCY, DISSOLUTION OR MERGER OF FORE STARS.

Fore Stars hereby further undertakes to cooperate with the Agent, and to sign, if so requested by the Agent, any additional document and/or instrument which the Agent might, from time to time, reasonably consider necessary or desirable in order to perform this Proxy and Power of Attorney.

IN WITNESS WHEREOF, the undersigned has executed this Irrevocable Proxy and Power of Attorney on the \_\_\_\_ day of June 2013.

GRANTOR:

FORE STARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation,  
a Nevada corporation, its Manager

By: \_\_\_\_\_  
William Bayne, Vice President

STATE OF NEVADA )  
                          ) ss.  
COUNTY OF CLARK)

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by William Bayne, the Vice President of Peccole-Nevada Corporation, the Manager of Fore Stars Ltd., a Nevada limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

Exhibit L, Page 2

1782

LO 0021144 ( A-17-758528-J Confidential and Privileged NRCP 26)

**11913**

# **EXHIBIT “FFFF-10”**

**From:** "Billy Bayne" <william.bayne@gmail.com>  
**Sent:** Thu, 12 Jun 2014 19:21:55 -0800  
**To:** "Yohan Lowie" <yohan@ehbcompanies.com>  
**Subject:** Re: GC LOI

Thank you I will deseminate it to the family.

Thanks Billy Bayne  
Thanks  
Billy Bayne

On Thu, Jun 12, 2014 at 4:07 PM, Yohan Lowie <[yohan@ehbcompanies.com](mailto:yohan@ehbcompanies.com)> wrote:

Billy,

Pursuant to our conversations, I respectfully submit the attached LOI for your consideration.

Kindest regards,  
Yohan

Sent from my iPad

<Badlands GC LOI Fore Stars Ltd 061214.1.pdf><ATT00001.htm>

June 12, 2014

Mr. Billy Bayne  
Fore Stars, Ltd.  
851 South Rampart, Suite 150  
Las Vegas, NV 89145

Re: Badlands Golf Course, Las Vegas, Nevada

Dear Billy:

This non-binding letter of intent ("Letter of Intent"), between Fore Stars, Ltd. (the "Seller"), the owner of the real estate and business operation known as the "Badlands Golf Course", and Yohan Lowie, or such other nominee as may be named (the "Purchaser"), is intended to provide a basis upon which the parties would be interested in negotiating the sale and purchase of the Badlands Golf Course:

1. THE PROPERTY. The property and assets to be purchased by Purchaser (the "Property") shall mean:

(a) Seller's fee interest in the Badlands Golf Course land, including the existing clubhouse and parking lot, and all of Seller's right, title and interest in and to all improvements on the land together with all easements, covenants, water rights, and all other rights pertaining to the premises; and

(b) Seller's right, title and interest in the business, personal property, intellectual property, and assets comprising the Badlands Golf Course operations; and

(c) All right, title and interest to the water rights under GWMP-999999051 (399 acre-feet) and GWMP-999999016 (21.7 acre-feet), and assignment of the water rights leased from Allen Nel (217.35 acre-feet).

2. PURCHASE PRICE. The purchase price (the "Purchase Price") for the Property shall be Twelve Million Dollars (\$12,000,000), subject to the following:

(a) The Purchase Price shall be paid at closing in cash.

(b) The drafting, execution, and delivery of a definitive purchase agreement (the "Purchase Agreement") and related agreements satisfactory in form and substance to Purchaser and Seller shall complete within thirty (30) days of the execution of this non-binding LOI ("Negotiation Period"). The Purchase Agreement shall contain such representations, covenants, conditions, and other provisions as are standard for such an agreement and are mutually agreed to by Seller and Purchaser.

1784

LO 0035970 (A-17-758528-J Confidential and Privileged NRCP 26)

11916

(c) Within two (2) business days of the execution of this LOI, Purchaser will deposit, in an interest-bearing escrow account with a mutually acceptable escrow agent, a deposit in the amount of Two Hundred Thousand Dollars (\$200,000) (the "Earnest Money Deposit"), to be credited to the Purchase Price upon closing.

(d) Upon execution of the Purchase Agreement, the Earnest Money Deposit shall no longer be refundable and shall then be released to Seller.

(e) Within ten (10) days of execution of the Purchase Agreement, Purchaser shall deposit an additional Three Hundred Thousand Dollars (\$300,000) ("Additional Earnest Money Deposit") with escrow agent to be released immediately to Seller and credited to the Purchase Price.

(f) The closing shall occur within thirty (30) days after the expiration of the Review Period (as defined below).

3. REVIEW PERIOD. The transaction contemplated herein shall be subject to completion of Purchaser's review, to the reasonable satisfaction and at the sole expense of Purchaser (the "Review Period"). The Review Period shall start upon execution of this Letter of Intent by Seller and be completed within sixty (60) days following the execution of the Purchase Agreement.

4. EXCLUSIVE & STAND STILL. In consideration of the agreements contained herein, from the date hereof until the expiration of the Negotiation Period, Seller shall not deal or negotiate with any other person during such period.

5. ACCESS TO PROPERTY AND RECORDS. Seller shall provide Purchaser access to the Property at all reasonable times during the escrow period so that Purchaser (or its agents and consultants) can conduct such document review, site inspections, testing and sampling as it may deem necessary. Purchaser shall indemnify Seller for any expenses, claims or liens incurred by Seller as a result of any entry by Purchaser and/or its agents. Seller shall deliver to Purchaser the items relating to the Property which are in Seller's possession as may be reasonably requested by Purchaser, within five (5) days after such request is made.

6. COOPERATION. Seller, through its principals, shall cooperate and support Buyer through its entitlement process.

7. DAYS. All days are calendar days, unless otherwise indicated. If a final day falls on a day which is not a weekday (Monday through Friday) or is a federal or Nevada State holiday, the day of performance is the preceding weekday.

8. CONFIDENTIALITY. The parties agree that the terms and conditions of this LOI, and the Purchase Agreement, shall remain strictly confidential and shall only be disclosed to the extent, and to parties, necessary to proceed with and close the transaction.

//  
//

1785

LO 0035971 (A-17-758528-J Confidential and Privileged NRCP 26)

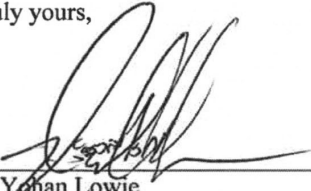
11917

Mr. Billy Bayne  
June 12, 2014  
Page 3 of 3

If this non-binding Letter of Intent is acceptable to you, please countersign where indicated and return to me.

Very truly yours,

By: \_\_\_\_\_

  
Yohan Lowie

FORE STARS, LTD

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

1786

LO 0035972 (A-17-758528-J Confidential and Privileged NRCP 26)

**11918**

# **EXHIBIT “FFFF-11”**



**From:** "Henry Lichtenberger" <hlichtenberger@sklar-law.com>  
**Sent:** Fri, 25 Jul 2014 12:31:48 -0800  
**To:** "Todd Davis" <tdavis@ehbcompanies.com>; "Yohan Lowie" <yohan@ehbcompanies.com>  
**Subject:** RE: Golf Course Purchase Agreement  
**Attachments:** Golf Course Purchase and Sale Agreement -3.doc

Attached is the initial draft of the Badlands Golf Course Purchase Agreement for your review and comment. We can discuss any comments/changes you have when each of your return to Las Vegas and the opportunity to review the document.

Thanks and safe travels.

---

**From:** Todd Davis [mailto:tdavis@ehbcompanies.com]  
**Sent:** Thursday, July 24, 2014 11:51 AM  
**To:** Henry Lichtenberger; Yohan Lowie  
**Subject:** RE: Golf Course Purchase Agreement

Henry,

Thanks much for the update. Sorry for the late reply, I was out of the office yesterday in a depo. I am out of the office tomorrow through next week, returning August 4<sup>th</sup>, 2014. I didn't want you to push to get it to me today with the likelihood that I will not have a chance to get to it until my return. Also, Yohan is out of the country and returns August 7<sup>th</sup>. Does this create any timing issues on your end?

Thanks much, td

---

**From:** Henry Lichtenberger [mailto:hlichtenberger@sklar-law.com]  
**Sent:** Wednesday, July 23, 2014 3:49 PM  
**To:** Yohan Lowie; Todd Davis  
**Subject:** Golf Course Purchase Agreement

I should have a draft to you tomorrow for your review and comment. While you are reviewing the draft, we will work on the exhibits.

*Henry Lichtenberger*

**SKLAR WILLIAMS**

— PLLC —

LAW OFFICES

410 South Rampart Boulevard, Suite 350

Las Vegas, Nevada 89145

(702) 360-6000 Fax: (702) 360-0000

E-Mail: [hlichtenberger@sklar-law.com](mailto:hlichtenberger@sklar-law.com)

This e-mail transmission, and any documents, files, or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is prohibited. Any tax advice contained in this email was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended. If you have received this transmission in error, please immediately notify us by reply e-mail, by forwarding this to [hlichtenberger@sklar-law.com](mailto:hlichtenberger@sklar-law.com) <<mailto:hlichtenberger@sklar-law.com>> , or by telephone at (702) 360-6000, and destroy the original transmission and its attachments without reading or saving them in any manner. Thank you.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into effective as of the \_\_\_\_ day of August 2014 (the "Effective Date"), by and between **FORE STARS, LTD.**, a Nevada limited liability company ("Seller"), and **YOHAN LOWIE**, a resident of the State of Nevada or his permitted assigns ("Purchaser").

### RECITALS

A. Seller is the owner of (i) that certain real property and improvements consisting of a golf course, driving range, clubhouse and other facilities located in the City of Las Vegas, Nevada, more particularly described on the attached **Exhibit A**, which is incorporated herein by reference (collectively the "Golf Course"), which Golf Course, together with all easements, rights-of-way, privileges, appurtenances, entitlements and rights to the same belonging or inuring to the benefit thereof, if any, and all of Seller's right, title and interest in and to those water rights described on **Exhibit A-1**, which is incorporated herein by reference ("Water Rights"), which shall be collectively referred to herein as the "Property", and (ii) certain Assets, as defined below, related to the operation of the Golf Course (the Property and the Assets collectively referred to herein as the "Business").

B. Seller desires to sell and Purchaser desires to purchase the Business upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply.

1.1 "Assets" shall mean the following assets of Seller: (1) all of the Seller's fixtures, fittings and equipment associated or used with the Business (the "Equipment"); (2) all of Seller's right, title and interest in and to the use of the name "Badlands Golf Course" in connection with the Business and any derivatives or combinations thereof (the "Name"); (3) Seller's vendor lists and business records relating to the Business (the "Records"); (4) all of the Business' stock of goods owned by Seller, including without limitation any pro shop, clubhouse, office, and kitchen goods (the "Inventory"); (5) all of Seller's goodwill, if any, with respect to the Business (the "Goodwill"); (6) Seller's existing contracts with its suppliers and vendors (the "Contracts"); (7) all leases and agreements to which Seller is a party with respect to machinery, equipment, vehicles, and other tangible personal property used in connection with the Business that are listed or described on **Exhibit B** attached hereto (collectively, the "Equipment Leases"), and all claims and rights arising under or pursuant to the Equipment Leases, and (8) all other licenses and permits issued to the Seller (not Par 4) related to the operation of the Business. Assets shall not include the Excluded Assets (as defined below), or any and all goods or rights owned by Par 4 as it relates to the Golf Course or the Business.

1.2 "Assumed Liabilities" means all liabilities and obligations of Seller listed on **Exhibit C**.

1.3 "Excluded Assets" shall mean cash on hand or on deposit with Seller's bankers and those assets to be retained by Seller (including the existing liquor license) as set forth on **Exhibit D**.

1.4 "Golf Course Lease" shall mean that certain Golf Course Ground Lease dated as of June 1, 2010 with Par 4 Golf Management, Inc., a Nevada corporation (the "Par 4") that will terminate in full at the Closing.

2. Purchase and Sale. Seller hereby agrees to sell, assign, convey, transfer and deliver the Business to Purchaser, and Purchaser agrees to purchase and acquire the Business from Seller, subject to the terms and conditions of this Agreement.

3. Purchase Price. The purchase price ("Purchase Price") for the Business shall be FIFTEEN MILLION DOLLARS AND NO/100 CENTS (\$15,000,000). Purchaser shall pay the Purchase Price as follows:

3.1 \$200,000 as an earnest money deposit (the "Initial Deposit"), by wire transfer to \_\_\_\_\_ (the "Title Company") delivered concurrently herewith. Within ten (10) days after the Effective Date, Purchaser shall deposit an additional \$300,000 (the "Additional Earnest Money Deposit") and along with the Initial Deposit, collectively, the "Deposit"). Within 24 hours of the Title Company receiving the Initial Deposit or the Deposit, it shall be authorized without any further instructions from either the Seller or Purchaser to release the applicable Deposit to the Seller. At the Closing, the Deposit shall be credited towards the Purchase Price.

3.2 The balance of the Purchase Price, as adjusted for closing prorations and adjustments as hereinafter provided, shall be paid as follows: (i) \$12,000,000 of the Purchase Price to be paid at the Closing (the "Cash Payment") by wire transfer through the U.S. Federal Reserve System to a bank designated by Seller, on or before the Closing Date; and (ii) the remaining \$3,000,000 to be paid in the form a Deed of Trust Secured Promissory Note (the "Note") with full payment due in 14 months from the date of the Note with an annual interest rate of six percent (6%) with Purchaser to deliver monthly interest only payments of \$12,857.14, a form of the Note is attached here to as **Exhibit E**. In addition to the Note, the Purchaser will also grant to Seller a first priority deed of trust on the Property, a form of which is attached hereto as **Exhibit F** (the "Deed of Trust") with an agreement by Purchaser that no liens of any type will be placed on the Property.

3.3 The Purchase Price shall be allocated in the manner set forth on **Exhibit G** attached hereto (the "Allocation"). Any excess amount shall be allocated to goodwill. The parties to this Agreement expressly agree that the Allocation shall be used by them for all purposes including tax, reimbursement and other purposes. Each party to this Agreement agrees that it will report the transaction contemplated pursuant to this Agreement in accordance with the Allocation, and that no such party will take a position inconsistent with the Allocation except with the prior written consent of the other parties hereto.

4. Title Insurance. Within ten (10) days after the Effective Date of this Agreement, Seller shall, at Seller's expense, cause the Title Company to procure and deliver to Purchaser, a title commitment for title insurance covering the Property, issued by the Title Company (the "Commitment"). Pursuant to the Commitment, the Title Company shall agree to issue to Purchaser, upon recording the deed for the Property, an extended ALTA owner's policy in the amount of the full Purchase Price ("Title Policy"), without exception for any matters other than the Permitted Exceptions (as defined below). Seller does not a survey for the Property in their possession and Purchaser shall have the obligation to obtain and pay for a survey.

5. Delivery of Documents. On or before ten (10) business days after the Effective Date, Seller shall deliver to Purchaser copies of all of the following items, provided Seller has such items in its actual possession (collectively referred to herein as "Documents"):

5.1 Copies of all development agreements, subdivision improvement agreements, CC&R's, water supply agreements, effluent use agreements, irrigation agreements, or other agreements entered into

with the City of Las Vegas, Nevada or any special district, quasi-municipality or municipality having jurisdiction over the Property, if any;

5.2 Copies of all operations, maintenance, management, service and other contracts and agreements relating to operation of the Business or Property as a golf course or otherwise that has Par 4 was a party to pursuant to the Golf Course Lease (which agreements may be assumed in full by the Purchaser is required) and copies of any and all subleases and license agreements relating to the Property, if any;

5.3 Copy of that Certain Settlement Agreement and Mutual Release dated June 28, 2013 by and among Queensridge Towers, LLC, Queensridge Highrise, LLC and Seller which agreement covers certain agreements covering the Property and obligations, events or decisions that would be triggered after the Closing and assumed in full by the Purchaser;

5.4 Recent statements to the Seller or Par 4 for water, storm and sanitation sewer, gas, electric, and other utilities connected to or serving the Property, including availability and standby charges;

5.5 Real property tax bills and notices of assessed valuation, including any special assessments, pertaining to the Property for the most recent three (3) tax years, including documents relating to any pending or past tax protests or appeals made by Seller, if any;

5.6 Any governmental and utility permits, licenses, permits and approvals relating to the Property or the Business issued to either the Seller or Par 4, if any;

5.7 List of personal property owned by Seller together with any security interest or encumbrances thereon;

5.8 List of personal property leased by Seller, together with (i) lease agreements and (ii) if available, a summary of date, term and termination rights, and rent;

5.9 A copy of any plans and specifications (including "as-builts") of improvements and any other architectural, engineering, irrigation and landscaping drawings, plans and specifications in the Seller's possession; and

5.10 A summary of all pending and threatened legal claims related to the Property or involving the Business and/or use and operation of the Property.

Purchaser shall retain in strict confidence all information gained thereby, and shall not reveal it to anyone except as may be necessary for the accomplishment of the purposes of such examination and the consummation of the transactions provided for hereby. In the event the sale provided for hereby is not consummated for any reason, Purchaser shall not, directly or indirectly: (i) utilize for its own benefit any Proprietary Information (as hereinafter defined) or (ii) disclose to any person any Proprietary Information, except as such disclosure may be required in connection with this Agreement or by law. "Proprietary Information" shall mean all confidential business information concerning the pricing, costs, profits and plans for the future development of the Business, and the identity, requirements, preferences, practices and methods of doing business of specific customers or otherwise relating to the business and affairs of the parties, other than information which (A) was lawfully in the possession of Purchaser prior to the date of disclosure of such Proprietary Information; (B) is obtained by Purchaser after such date from a source other than Seller who is not under an obligation of confidentiality to the Seller; or (C) is in the public domain when received or thereafter enters the public domain through no action of Purchaser. In the event

the transactions contemplated hereby are not consummated for any reason, Purchaser shall return to Seller all Documents and Records received by the Seller (the Documents and Records collectively referred to herein as "Due Diligence Items").

Seller, however, makes no warranty or representation as to the accuracy, correctness or completeness of the information contained in the Due Diligence Items except as expressly set forth in this Agreement. The Due Diligence Items are being provided to Purchaser for Purchaser's informational purposes only with the understanding and agreement that Purchaser will obtain its own soils, environmental and other studies and reports in order to satisfy itself with the condition of the Business. Seller hereby grants Purchaser, from the date hereof until Closing or earlier termination of this Agreement, upon twenty-four (24) hours' notice to Seller and consent of Par 4, the right, license, permission and consent for Purchaser and Purchaser's agents or independent contractors to enter upon the Property for the purposes of performing tests, studies and analyses thereon. Seller or Par 4 may elect to have a representative of Seller present during Purchaser's site inspections. The parties shall coordinate Purchaser's on site investigations so as to minimize disruption of the Business operations on the Property and impact upon Par 4 and their employees. Purchaser shall indemnify and hold Seller harmless from and against any damages that may be incurred by Seller as a result of such actions by Purchaser, its employees, agents and independent contractors. Purchaser shall obtain, and shall require that its contractors obtain, liability insurance, naming Seller as insured, in an amount not less than \$1,000,000 (combined single limit) with respect to all such activities conducted at Purchaser's direction on the Property. The Seller's rights and Purchaser's obligations set forth in this section shall expressly survive any termination of this Agreement.

This Agreement is expressly contingent on Purchaser's approval and acceptance, in its sole discretion, of the feasibility of this transaction after review of the Commitment and Due Diligence Items. Purchaser shall have until 5:00 p.m. PST on the day that is thirty (30) days after the Effective Date of this Agreement (the "Feasibility Period") to cause Seller to receive written notice of its disapproval of the feasibility of this transaction. If Seller has not received such notice of disapproval within said time period Purchaser shall be deemed to have approved the feasibility of this transaction. If Purchaser causes Seller to receive written notice of disapproval within the Feasibility Period, the parties shall instruct the Title Company to deliver the Deposit to Seller and this Agreement shall be deemed terminated and shall be of no further force or effect.

6. Indemnification; No Mechanic's Liens. Purchaser hereby acknowledges that the preparation and submission of any plans, and the making of investigations, tests and surveys prior to the Closing hereunder, is for the benefit of and at the instance of Purchaser. Purchaser expressly acknowledges that nothing in this Agreement shall authorize Purchaser, or any person dealing with, through or under Purchaser to subject the Property to mechanic's liens. Purchaser agrees to indemnify, hold harmless and defend Seller and Par 4 from any claim, liability, loss, damage, cost or expense, including attorneys' fees, which Seller may incur or which may be asserted by reason of any liens filed against the Property for work performed through or under Purchaser or the preparation of any plans, or the making of investigations, tests and surveys ordered or conducted by Purchaser. Purchaser agrees not to permit or suffer and, to the extent so permitted or suffered, to cause to be removed and released, any mechanic's, materialman's, or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the planning, design, inspection, construction, alteration, repair or surveying of the Property, or preparation of plans with respect thereto as aforesaid by, through or under Purchaser.

7. Golf Course Lease; Settlement Agreement.

7.1 A condition to the Closing is that the Seller cause the Golf Course Lease to terminate in full. Notwithstanding such termination, Purchaser may elect to contract directly with Par 4 to operate the Golf Course post-closing on terms and conditions that will be deemed outside the provisions of this Agreement and as mutually agreed upon by Purchaser and Par 4. The Seller assumes no obligation of any type to cause Par 4 to agree to any post-closing agreement with the Purchaser.

7.2 Effective as of the Closing, the Settlement Agreement dated January 28, 2008 between the Seller and BGC Holdings LLC, a Nevada limited liability and an affiliate of the Purchaser shall be deemed terminated in full and of no further force or effect at the Closing as it relates to any direct or indirect obligations of the Seller or any affiliates of the Seller.

8. Closing. The purchase and sale transaction contemplated by this Agreement shall be consummated by a closing through the Title Company (the "Closing") which shall occur no later than five (5) days after the expiration of the Feasibility Period, or such earlier date as is mutually acceptable to Seller and Purchaser (the "Closing Date"). The procedure to be followed by the parties in connection with the Closing shall be as follows:

8.1 All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company in escrow to hold, deliver, record and disburse in accordance with instructions set forth in this Section 8.

8.2 At the Closing or sooner as otherwise stated in the escrow instructions, the following shall occur:

8.2.1 Seller shall deliver or cause to be delivered in accordance with the escrow instructions:

a. A Grant Bargain Sale Deed (the "Deed") acceptable to Purchaser conveying the Property to Purchaser, duly executed and acknowledged by Seller, free and clear of all liens and encumbrances except only the Permitted Exceptions;

b. An executed Bill of Sale and transfer documents vesting in Purchaser good and marketable title to the Assets;

c. An executed Assignment and Assumption of Contracts;

d. An executed Assignment and Assumption of Equipment Leases, if any;

e. Confirmation that the Golf Course Lease will terminate at the Closing;

f. A Quitclaim Deed (or other appropriate instrument of conveyance, in Seller's reasonable discretion) conveying the Water Rights to Purchaser (the "Quitclaim Deed");

g. An executed general assignment of any Permits, warranties or other items related to the operation of the Business issued in the name of the Seller; and

h. Such other documents as are reasonable or necessary to consummate the transactions contemplated by this Agreement.

8.2.2 Purchaser shall deliver or cause to be delivered in accordance with the escrow instructions:

- a. The Cash Payment to be paid as provided in Section 3.2 hereof;
- b. An executed original Note and executed and notarized Deed of Trust;
- c. An assumption agreement whereby Purchaser expressly assumes all liabilities and obligations of Seller with respect to the Business;
- d. An executed Assignment and Assumption of Contracts;
- e. An executed Assignment and Assumption of Equipment Leases, if any;
- f. All other documents required to be executed by Purchaser pursuant to the terms of this Agreement.

8.3 Fees and Costs. The Seller and Purchaser shall each pay and be responsible for half of the Title Company's charges in connection with the Closing. Seller shall pay (i) the fee for the standard form Title Policy on the Property, (ii) the fees for any extended title coverage or endorsements to the Title Policy, and (iii) its attorney's fees related to the sale of the Property and the Business, and (iv) one-half of the real property transfer tax imposed on the Deed or Quitclaim Deed pursuant to Nevada Revised Statutes ("NRS") Chapter 375. Purchaser shall pay (i) any and all fees associated with obtaining a survey of the Property; (ii) the costs of any endorsements to the Title policy deemed required by Purchaser, (iii) all of Purchaser's attorneys fees associated with its purchase of the Business, (iv) one-half of the real property transfer tax imposed on the Deed or Quitclaim Deed pursuant to NRS Chapter 375; and (v) any and all sales taxes, use taxes and all other taxes due as a result of Purchaser's purchase of the Business. Possession of the Property shall be delivered to Purchaser concurrently with the Closing, subject to the provisions of the agreement by Seller and Par 4 to terminate the Golf Course Lease.

8.4 Title Company Instructions. At such time as the conditions precedent to the Closing set forth in Sections 8.1 and 8.2 have been satisfied or waived, Title Company shall perform the acts set forth below in the following order:

8.4.1 Date as of the date of the Closing, all instruments calling for a date.

8.4.2 Prepare a Declaration of Value in such form as required by NRS Chapter 375.060 (the "Real Property Transfer Tax Declaration").

8.4.3. Record the Deed, Quitclaim and Deed of Trust in the Office of the County Recorder of Clark County, Nevada (the "Recorder"), with instructions to deliver the Deed and Quitclaim Deed when recorded to Purchaser and the Deed of Trust to the Seller. The Quitclaim Deed may also be required to recorded with another governmental agencies and if so, the Title Company will undertake the obligation to complete such recording(s) as well.

8.4.4. Deliver to Seller by cashier's check or by wire transfer to an account identified by the Seller in an amount equal to the Cash Balance Due less Seller's share of costs and pro-rations as described in Section 9.1.

8.4.5. Deliver to Purchaser the Title Policy as described in Section 4.



8.4.6 Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "Information Return") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

8.5 Post-Closing Matters. The instruments required to be recorded under this Agreement shall provide that the Recorder shall return them to the Title Company after recordation, and upon receipt thereof, Title Company shall deliver the following:

8.5.1 To Seller:

- a. A copy of the Deed and Quit Claim Deed as recorded;
- b. The originally executed Note;
- c. A copy of the recorded Deed of Trust; and
- d. Plain copies of the Real Property Transfer Tax Declaration.
- e. An executed Assignment and Assumption of Contracts; and
- f. The mutually executed Assignment and Assumption of Equipment

Leases, if any;

8.5.2 To Purchaser:

- a. The original of Deed and Quit Claim Deed, each as recorded;
- b. Plain copies of the Real Property Transfer Tax Declaration;
- c. The mutually executed Assignment and Assumption of Contracts; and
- d. The mutually executed Assignment and Assumption of Equipment

Leases, if any;

9. Prorations.

9.1 Credits and Prorations.

9.1.1 The following shall be apportioned with respect to the Property, as set forth in greater detail in Section 9.1.2 below, as of 12:01 a.m., on the day of Closing (the "Cut-Off Time"), as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs with the understanding that all or a portion of the charges may be due and owing to Par 4 in accordance with the terms and conditions of the Golf Course Lease: (a) taxes (including personal property taxes on all personal property and Inventory) and assessments levied against the Property; (b) gas, electricity and other utility charges for the Business, if any; (c) charges and fees paid or payable for licenses and permits transferred by Seller to Purchaser; (d) water and sewer charges; and (e) any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located including, without limitation, any prepaid expenses.

9.1.2 Notwithstanding anything contained in the foregoing provisions and subject to the terms of the Golf Course Lease:

- a. At Closing, Purchaser shall credit to the account of Seller all deposits posted with utility companies serving the Property, or, at Seller's option, Seller shall be entitled to receive and retain such refundable cash and deposits, if applicable.

b. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments for the period prior to the Cut Off-Time. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing. All necessary adjustments shall be made within fifteen (15) business days after the tax bill for the current year is received.

c. As to gas, electricity and other utility charges referred to in Section 9.1.1(b) above, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (but subject to later readjustment as set forth below).

9.1.3 Apportionment Credit. In the event the apportionments to be made at the Closing result in a credit balance (i) to Purchaser, such sum shall be paid at the Closing by giving Purchaser a credit against the Purchase Price in the amount of such credit balance, or (ii) to Seller, Purchaser shall pay the amount thereof to the Title Company, to be delivered to Seller together with the net proceeds of the Purchase Price by wire transfer of immediately available funds to the account or accounts to be designated by Seller for the payment of the balance.

10. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

10.1 Seller has the right, power and authority to enter into this Agreement, and this Agreement and the transactions contemplated by this Agreement have been duly authorized and approved by Seller, and this Agreement constitutes the valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. At Closing, the Seller's closing documents will be duly acknowledged, executed and delivered by Seller. When so acknowledged, executed and delivered, the Seller's closing documents will constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

10.2 Seller is duly organized, existing and in good standing under the laws of Nevada.

10.3 The person signing below on behalf of Seller represents that he is duly authorized to execute this Agreement and to bind Seller.

10.4 No non-resident foreign taxpayers, or domestic corporations owned by non-resident foreign taxpayers, or any other similar person or entity will be entitled to all or any of the proceeds from the sale of Property hereunder such that the withholding requirements set forth in Sections 1445 of the Internal Revenue Code are or will be applicable to all or a portion of the Purchase Price to be paid pursuant to this Agreement.

10.5 To the best of Seller's Knowledge, there is no pending or threatened condemnation or similar proceeding with respect to the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

10.6 As of the Closing Date, Seller will have or shall cause to be transferred to Purchaser, good fee simple title to the Assets, free and clear of any liens or encumbrances or other defects of title except for such items that are owned by Par 4 and will be taken by them upon termination of the Golf Course Lease.

10.7 To the best of Seller's Knowledge, the schedule of Contracts attached to this Agreement as **Exhibit H** constitutes a list of all of the material Contracts affecting the Business as of the date hereof.

10.8 To the best of Seller's Knowledge, (i) there is no litigation, including any arbitration, investigation or other proceeding by or before any court, arbitrator or governmental or regulatory official, body or authority which is pending or threatened against Seller relating to the Property or the transactions contemplated herein, (ii) there are no unsatisfied arbitration awards or judicial orders against Seller and, (iii) there is no basis for any such arbitration, investigation or other proceeding.

10.9 To the best of Seller's Knowledge, no approval, consent, waiver, filing, registration or qualification with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required to be made, obtained or given for the execution, delivery and performance of this Agreement or any of the Seller's closing documents by Seller.

10.10 To the best of Seller's Knowledge, Seller has not received any written notice of any violation of any restriction, condition or agreement contained in any easement, restrictive covenant or any similar instrument or agreement affecting the Property or any portion thereof.

10.11 To the best of Seller's Knowledge, Seller has not received (i) any written notice from any governmental authority having jurisdiction over the Property of (A) any violation of any law, ordinance, order or regulation (including, without limitation, the Americans with Disabilities Act) affecting the Property, or any portion thereof, which has not heretofore been complied with or (B) any other obligation to any such governmental authority for the performance of any capital improvements or other work to be performed by Seller in or about the Property or donations of monies or land (other than general real property taxes) which has not been completely performed and paid for; or (ii) any written notice from any insurance company, insurance rating organization or Board of Fire Underwriters requiring any alterations, improvements or changes at the Property, or any portion thereof, which have not heretofore been complied with.

10.12 Except for the Golf Course Lease which will terminate at the Closing, to the best of Seller's Knowledge, there are no leases or licenses affecting the Property in which the Seller is a party.

10.13 To the best of Seller's Knowledge, Seller has not received any notice from any governmental unit that (i) the Property are not in compliance with any Environmental Law (ii) there are any administrative, regulatory or judicial proceedings pending or threatened with respect to the Property pursuant to, or alleging any violation of, or liability under, any Environmental Law. "Environmental Laws" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

10.14 To the best of Seller's Knowledge, the execution and delivery of this Agreement will not (i) violate or conflict with the Seller's articles of organization or the limited liability company operating agreement of Seller, (ii) violate or conflict with any judgment, decree or order of any court applicable to or affecting Seller, (iii) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Seller or the Property is a party or by which Seller or the Property is bound, or (iv) violate or conflict with any law, ordinance or governmental regulation or permit applicable to Seller.

10.15 To the best of Seller's Knowledge, Seller has not commenced, nor has Seller been served with process or notice of any attachment, execution proceeding, assignment for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings against Seller (the "Creditor's Proceeding"), nor is any Creditor's Proceeding contemplated by Seller. No Creditor's Proceeding is pending, or to Seller's knowledge, threatened against Seller.

10.16 Seller does not directly employ any employees in connection with the Business.

10.17 To the best of Seller's Knowledge, Seller has not received any written notice of violation from any federal, state or municipal entity that has not been cured or otherwise resolved to the satisfaction of such governmental entity.

As used herein the phrase "to Seller's Knowledge" or "to the best of Seller's Knowledge" shall mean the current, actual (as opposed to constructive) knowledge of William Bayne without having made any investigation of facts or legal issues and without any duty to do so and without imputing to either person the knowledge of any employee, agent, representative or affiliate of Seller. All of Seller's representations and warranties shall survive Closing for a period six (6) months.

11. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants to Seller as follows:

11.1 Purchaser has the right, power and authority to enter into this Agreement, and this Agreement and the transactions contemplated by this Agreement have been authorized and approved by Purchaser, and this Agreement constitutes the valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms.

11.2 Purchaser is duly organized, existing and in good standing under the laws of \_\_\_\_\_, is duly qualified to transact business in Nevada, and has not filed, voluntarily or involuntarily for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Purchaser within the last year.

11.3 The person signing below on behalf of Purchaser represents that he is duly authorized to execute this Agreement and to bind Purchaser.

11.4 No filings with, notices to, or approvals of any governmental or regulatory body are required to be obtained or made by Purchaser for the consummation by Purchaser of the transactions contemplated hereby.

11.5 Purchaser has made or shall make all reasonable efforts to obtain all licenses and permits which are necessary for the conduct of the Business on or before the Closing Date in order for the Golf Course and Business to operate with interruption to its customers.

11.6 The Settlement Agreement dated January 28, 2008 between the Seller and BGC Holdings LLC, a Nevada limited liability and an affiliate of the Purchaser is not in default and effective as the Closing shall be deemed terminated in full and of no further force or effect at the Closing.

12. Affirmative Covenants of Both Seller and Purchaser.

12.1 Corporate Action. The parties shall each take or cause to be taken all necessary corporate action required to carry out the transactions contemplated in this Agreement.

12.2 Further Assurances. The parties agree that, from time to time, whether prior to, at or after the Closing, they will execute and deliver such further instruments of conveyance and transfer and take such other actions as may reasonably be expected to consummate the transactions contemplated hereby.

12.3 Information to be Held in Confidence. The parties agree that, until the Closing has occurred, the parties and their agents, employees, contractors, directors and other representatives will hold in strict confidence, and will not use to the detriment of the other party, all data and information obtained in connection with this Agreement.

13. Purchaser's Default. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not be in breach or default hereunder unless Seller is not in default hereunder, and within five (5) business days after the Purchaser's receipt of notice Purchaser fails to cure any material breach of any obligation of Purchaser under this Agreement which is set forth in such notice; provided, however, that the foregoing notice and cure period shall be inapplicable to Purchaser if Purchaser simply fails to acquire the Business on or before the Closing Date, in which event this Agreement shall automatically terminate, the Deposit shall be retained by Seller and both parties shall be relieved of all obligations under this Agreement except for those which expressly survive the expiration or termination of this Agreement. Subject to the foregoing, if any such failure continues beyond such cure period, Seller may retain the Deposit as the agreed upon liquidated damages as Seller's sole and exclusive remedy. The parties agree and stipulate that as of the Effective Date, the exact amount of damages would be extremely difficult to ascertain and that the Deposit constitutes a reasonable and fair approximation of such damages and is not a penalty.

14. Seller's Default. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be in default hereunder and Purchaser shall not be entitled to exercise any remedies hereunder unless Purchaser is not in default hereunder, and Seller fails to cure its breach of a material covenant or obligation made or undertaken by Seller hereunder within five (5) business days of Seller's receipt of a reasonably detailed notice specifying such breach or refuses to convey the Business in accordance herewith, within thirty (30) days of Seller's receipt of notice of such breach. Any Closing shall automatically be extended to allow Seller to effect the above referenced cures. After the expiration of the cure period provided above, if Seller shall not have cured Seller's default, Purchaser shall give Seller written notice of Purchaser's election of one of the following remedies: (a) to seek specific performance of Seller's obligations hereunder, or (b) to terminate this Agreement and thereupon receive a return of the Deposit from the Seller directly and not the Title Company.

If Purchaser fails to cause Seller to receive notice of such election within three (3) business days after the expiration of the above cure period, Purchaser shall have no further right to demand specific performance. Purchaser agrees that it irrevocably waives any right to damages. Notwithstanding the foregoing rights, if following a Seller default, Seller has cured the breach prior to Purchaser's exercise of any remedy provided in this Agreement, Purchaser shall have no further right to exercise any remedy for the cured default.

15. Disclaimer of Warranties/As-Is.

15.1 Property. Except as expressly set forth in this Agreement, Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the Property, zoning, the suitability or fitness of the Property or any other matter affecting or relating to the Property. Neither party is relying on any statement or representations made by the other not embodied herein. Purchaser hereby expressly acknowledges that no such warranties and representations have been made, except as expressly set forth in the Agreement. Purchaser acknowledges that the provisions of this Agreement for inspection and investigation of the

Property are adequate to enable Purchaser to make Purchaser's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, soil, zoning, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, the availability of water, sewer or other utility service or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any environmental laws. PURCHASER FURTHER ACKNOWLEDGES IT HAS INSPECTED THE PROPERTY OR HAS CAUSED SUCH INSPECTION TO BE MADE AND IS THOROUGHLY FAMILIAR AND SATISFIED THEREWITH, AND AGREES TO TAKE THE PROPERTY IN ITS PHYSICAL CONDITION, "AS IS, WHERE IS, WITH ALL FAULTS" AS OF THE DATE OF CLOSING, SUBJECT TO THE EXPRESS REPRESENTATIONS, WARRANTIES AND CONDITIONS SET FORTH IN THIS AGREEMENT. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION MADE OR GIVEN BY ANYONE PERTAINING TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

In particular, but without in any way limiting the foregoing, Purchaser hereby releases Seller from any and all responsibility, liability and claims for or arising out of the presence on or about the Property (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Law, including without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste.

15.2 Business and Assets. THE BUSINESS AND ASSETS ARE BEING SOLD IN THEIR "AS IS" CONDITION, AND NEITHER SELLER NOR ANY OTHER PERSON MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS AGREEMENT, RELATING TO SUCH ASSETS, INCLUDING ANY REPRESENTATION OR WARRANTY (A) AS TO THE FUTURE SALES OR PROFITABILITY OF THE BUSINESS AS IT WILL BE CONDUCTED BY PURCHASER, (B) AS TO THE SUFFICIENCY OF THE INVENTORY AS OF THE DATE OF CLOSING, (C) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (D) ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE. ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER.

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT THE PURCHASE PRICE FOR THE GOLF COURSE AND BUSINESS REFLECTS ONLY A SMALL PORTION OF THE COST OF OWNING AND CAUSING THE OPERATION OF THE GOLF COURSE AND THE BUSINESS, AND PURCHASER (I) UNDERSTANDS AND ACKNOWLEDGES THAT IT IS EXPRESSLY ASSUMING RISKS THAT MAY NOT NORMALLY BE ASSUMED BY A PURCHASER IN CONNECTION WITH THE PURCHASE OF A GOLF COURSE AND RELATED BUSINESS, AND (II) PURCHASER HEREBY AGREES TO ASSUME ALL SUCH RISKS RELATED TO THE GOLF COURSE AND BUSINESS ACCRUING PRIOR TO OR AFTER THE DATE OF THE SALE OF THE GOLF COURSE AND BUSINESS FROM SELLER TO PURCHASER.

16. Seller's Indemnity. Notwithstanding anything to the contrary contained herein, if Purchaser is made a party to any litigation in which Seller is a party and (i) the subject of the litigation was not disclosed to Purchaser by Seller in this Agreement or otherwise, and (ii) the litigation does not involve the operation or ownership of the Property, the Golf Course or the Business, directly or indirectly, then Seller shall indemnify, defend and hold Purchaser harmless from all costs and expenses incurred by Purchaser related to such litigation.

17. Purchaser's Indemnity. Notwithstanding anything to the contrary contained herein, if Seller is made a party to any litigation in which Purchaser is a party for any matters related to the Property, the Golf Course, Par 4, the Golf Course Lease, the Business or the development of all or any portion of the Property, directly or indirectly, for matters occurring after Closing Date, then Purchaser shall indemnify, defend and hold Seller harmless from all costs and expenses incurred by Seller related to such litigation. To the extent this Agreement is assigned prior the Closing Date, then before the Closing, this Section 17 may be amended to add additional parties that affiliates of the Purchaser and/or the assignee under this Agreement.

18. Broker's Commissions. Seller and Purchaser warrant and represent to each other that no real estate broker was involved in this transaction on Seller's or Purchaser's behalf. Seller shall indemnify Purchaser against any claim of any broker claiming by, through or under Seller. Purchaser shall indemnify Seller against any claim of any broker claiming by, through or under Purchaser. These warranties and representations shall survive delivery of the deed and closing of this transaction.

19. Notices. Unless otherwise specifically permitted by this Agreement, all notices or other communications required or permitted under this Agreement or any contract or agreement executed pursuant to this Agreement shall be in writing, and shall be (i) personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or (ii) sent by reputable overnight delivery service and shall be deemed received: (i) if personally delivered, upon the date of delivery to the address of the person to receive such notice, (ii) if mailed in accordance with the provisions of this Section, two (2) business days after the date placed in the United States mail, or (iii) if sent by overnight delivery service, one day after deposit with such reputable overnight delivery service. Notices shall be given at the following addresses:

To Seller:	c/o Peccole-Nevada Corporation 851 South Rampart Boulevard, Suite 105 Las Vegas, Nevada 89145 Attn: William Bayne
To Purchaser:	9755 West Charleston Boulevard Las Vegas, Nevada 89117

20. Condemnation. If prior to the Closing Date a condemnation proceeding (involving the power of eminent domain or the police power as expressed by any governmental or quasi-governmental entity, including but not limited to any fire or building department) is instituted with respect to all or any portion of the Property, or if prior to the Closing Date, Seller has notice or knowledge that there is a reasonable likelihood of some such proceeding being instituted, or if there is then pending a threat of the exercise thereof, Seller shall promptly notify Purchaser of such fact, setting forth in writing the terms and conditions with respect to such proceeding and the parties' names, addresses, and telephone numbers with whom to deal on behalf of such condemning or potentially condemning governmental entity. In this instance, Purchaser shall have a period of fourteen (14) days following the receipt of such written notice to terminate this Agreement. If Purchaser does not timely make such election, this Agreement shall continue in full force and effect; but Purchaser shall be entitled to all proceeds received in such condemnation proceedings and shall be solely in charge of conducting all settlement negotiations or defending such action, as the case may be.

21. Damage to Property. If the Property is substantially damaged by fire, flood or other casualty between the date of this Agreement and the date of Closing, Purchaser may elect (i) to terminate this Agreement upon written notice to Seller, in which event this Agreement shall be of no further force or effect, and the Deposit shall be returned to Purchaser, or (ii) to proceed with the Closing (subject to the

other provisions of this Agreement) by delivering notice thereof to Seller within 5 business days after receipt of Seller's notice respecting the damage, destruction, or taking, in which event Purchaser shall be entitled to all insurance proceeds or condemnation awards payable as a result of such damage or taking and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser at Closing Seller's rights to such proceeds or awards.

22. Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law if enforcement would not frustrate the overall intent of the parties (as such intent is manifested by all provisions of the Agreement, including such invalid, void or otherwise unenforceable portion).

23. Complete Agreement; Modifications. This Agreement and written agreements, if any, entered into concurrently herewith (i) constitute the parties' entire agreement, including all terms, conditions, definitions, warranties, representations, and covenants, with respect to the subject matter hereof, (ii) merge all prior discussions and negotiations between or among any or all of them as to the subject matter hereof, and (iii) supersede and replace all terms, conditions, definitions, warranties, representations, covenants, agreements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the party to be bound.

24. Further Actions. Each party agrees to perform any further acts and execute and deliver any further documents reasonably necessary to carry out the provisions of this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

26. Headings. The headings of the various sections of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

27. Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity. A reference to a particular section of this Agreement shall be deemed to include references to all subordinate sections, if any.

28. Assignment. Purchaser shall not have the right to assign this Agreement or any of its rights or obligations hereunder to a corporation, limited liability company, limited partnership or other entity in which Purchaser has a controlling ownership interest without the approval of Seller. Any other assignment beyond what is provided for in the prior sentence shall require the written consent of the Seller, which consent shall be in the sole and absolute discretion of the Seller.

29. Successors-in-Interest and Assigns. Subject to any restriction(s) on transferability contained in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party to this Agreement, but nothing in this section shall create any rights enforceable by any persons not a party to this Agreement, unless such rights are expressly granted in this Agreement to identified persons not a party to this Agreement and unless such person is an assignee.

30. Effectiveness. This Agreement shall become effective when it has been signed by, and delivered to, all of the parties to this Agreement.



31. Waiver. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

32. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

33. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if all original signatures appeared on one copy; and in the event this Agreement is signed in counterparts, each counterpart shall be deemed an original and all of the counterparts shall be deemed to be one agreement.

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

**SELLER:**

**PURCHASER:**

FORESTARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
YOHAN LOWIE, Personally

Exhibits:

Legal Description for the Property .....	A
Water Rights .....	A-1
Equipment Leases .....	B
Assumed Liabilities .....	C
Excluded Assets .....	D
Secured Deed of Trust Promissory Note .....	E
Deed of Trust .....	F
Allocation.....	G
Contracts .....	H

EXHIBIT A  
Legal Description for Property

EXHIBIT A-1  
Water Rights

EXHIBIT B  
Equipment Leases

EXHIBIT C  
Assumed Liabilities

EXHIBIT D  
Excluded Assets

EXHIBIT E  
Deed of Trust Promissory Note



EXHIBIT F  
Deed of Trust

EXHIBIT G  
Allocation

EXHIBIT H  
Contracts

# **EXHIBIT “FFFF-12”**

**From:** "Todd Davis" <IMCEAEX-  
\_O=MATRIX\_OU=FIRST+20ADMINISTRATIVE+20GROUP\_CN=RECIPIENTS\_CN=TDAVIS@ad01.lvservers.co  
m>  
**Sent:** Tue, 26 Aug 2014 08:54:25 -0800  
**To:** "Henry Lichtenberger (hlichtenberger@sklar-law.com)" <hlichtenberger@sklar-  
law.com>  
**Cc:** "Yohan Lowie (EHB Companies) (yohan@ehbcompanies.com)"  
<yohan@ehbcompanies.com>; "William Bayne" <william.bayne@gmail.com>  
**Subject:** PSA  
**Attachments:** 20140826 - Purchase and Sale Agreement - REDLINE.doc

Henry,

Attached is a redlined draft of the PSA.

I am concurrently sending to Yohan prior to his final review.

Thx, td

Todd D. Davis  
General Counsel  
For the EHB Companies  
9755 West Charleston  
Las Vegas, NV 89117  
702.940.6930 office  
702.940.6931 fax  
702.940.6938 direct  
[TDavis@EHBCompanies.com](mailto:TDavis@EHBCompanies.com)  
[www.EHBCompanies.com](http://www.EHBCompanies.com)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into effective as of the \_\_\_\_\_ day of August 2014 (the "Effective Date"), by and between **FORE STARS, LTD.**, a Nevada limited liability company ("Seller"), and ~~YOHAN LOWIE~~ **TO X E FORMED ENTITY**, a resident of the State of Nevada or his permitted assigns limited liability company ("Purchaser").

### RECITALS

A. Seller is the owner of (i) that certain real property and improvements ~~consisting of, which includes~~ a golf course, driving range, clubhouse and other facilities located in the City of Las Vegas, Nevada, more particularly described on the attached **Ehi It b A**, which is incorporated herein by reference (collectively the "Golf Course Real Property"), which ~~Golf Course Real Property~~, together with all easements, rights-of-way, privileges, appurtenances, entitlements and rights to the same belonging or inuring to the benefit thereof, if any, and (ii) all of Seller's right, title and interest in and to those water rights described on **Ehi It b A1B**, which is incorporated herein by reference ("Water Rights"), ~~which shall be collectively referred to herein as the "Property"~~, and (ii) certain Assets, as defined below, ~~related to the operation of the Golf Course (the Property and the Assets collectively referred to herein as the "Business")~~.

B. Seller desires to sell and Purchaser desires to purchase the Business Real Property, Water Rights, and Assets upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply.

1.1 "Assets" shall mean the following assets of Seller: (1) all of the Seller's fixtures, fittings and equipment associated or used in connection with the Business Real Property and Water Rights (the "Equipment"); (2) all of Seller's right, title and interest in and to the use of the name "Badlands Golf Course" used in connection with the Business Real Property, and any derivatives or combinations thereof (the "Name"); (3) Seller's vendor lists and business records relating to the Business operation of the golf course, the Real Property and the exercise of the Water Rights (the "Records"); (4) all of the Business' stock of goods owned by Seller used in the operation of the golf course, the Real Property and the exercise of the Water Rights, including without limitation any pro shop, clubhouse, office, and kitchen goods (the "Inventory"); (5) all of Seller's goodwill, if any, with respect to the Business used in the operation of the golf course, the Real Property and the exercise of the Water Rights (the "Goodwill"); (6) Seller's existing contracts with its suppliers and vendors (the "Contracts"); (7) all leases and agreements to which Seller is a party with respect to machinery, equipment, vehicles, and other tangible personal property used in connection with the Business the operation of the golf course, the Real Property and the exercise of the Water Rights that are listed or described on **Ehi It b x** attached hereto (collectively, the "Equipment Leases"), and all claims and rights arising under or pursuant to the Equipment Leases, and (8) all other licenses and permits issued to the Seller ~~(not held by Par 4 as part of the operation of the golf course and would be considered personal to such operation)~~ related to the operation of the Business used in the operation of the golf course, including the liquor license, the Real Property and the exercise of the Water Rights and (9) all rights under the Clubhouse Lease. Assets shall not include the Excluded Assets (as defined below), or any and all goods or rights owned by Par 4 as it relates to the Golf Course ~~or the Business Lease.~~

1.2 "Assumed Liabilities" means all liabilities and obligations of Seller listed on **Ehi It b C**.

1.3 "Excluded Assets" shall mean cash on hand or on deposit with Seller's bankers and those assets to be retained by Seller ~~(including the existing liquor license)~~ as set forth on **Eh i t b D**.

~~1.4~~ **1.4** "Golf Course Lease" shall mean that certain Golf Course Ground Lease dated as of June 1, 2010 with Par 4 Golf Management, Inc., a Nevada corporation (the "**Par 4**") that will terminate in full at the Closing.

1.5 "Clubhouse Lease" shall mean that lease with Queensridge Towers LLC as defined in Section 2 of the Badlands Golf Course Clubhouse Improvements Agreement, dated September 6, 2005 between Fore Stars, Ltd and Queensridge Towers LLC.

2. **Purchase and Sale.** Seller hereby agrees to sell, assign, convey, transfer and deliver the ~~BusinessReal Property, Water Rights and Assets~~ to Purchaser, and Purchaser agrees to purchase and acquire the ~~BusinessReal Property, Water Rights and Assets~~ from Seller, subject to the terms and conditions of this Agreement.

3. **Purchase Price.** The purchase price ("**Purchase Price**") for the ~~BusinessReal Property, Water Rights and Assets~~ shall be ~~FIFTEENTWELVE~~ MILLION DOLLARS AND NO/100 CENTS (\$~~1512~~,000,000). Purchaser shall pay the Purchase Price as follows:

3.1 ~~\$TWO HUNDRED THOUSAND (\$200,000)~~ as an earnest money deposit (the "**Initial Deposit**"), by wire transfer to \_\_\_\_\_ (the "**Title Company**") delivered ~~concurrently~~ herewith. ~~Within ten (10) days after of the Effective Date of this Agreement. No later than five (5) days prior to the expiration of the Feasibility Period,~~ Purchaser shall deposit an additional ~~\$THREE HUNDRED THOUSAND (\$300,000)~~ (the "**Additional Earnest Money Deposit**") and along with the Initial Deposit, collectively, the "**Deposit**"). ~~Within 24 hours of the~~The Title Company receiving the Initial Deposit or the Deposit, it shall be authorized without any further instructions from either the Seller or Purchaser to release the applicable Deposit to the Seller, ~~in accordance with the terms of this Agreement.~~ At the Closing, the Deposit shall be credited towards the Purchase Price.

3.2 The balance of the Purchase Price, as adjusted for closing prorations and adjustments as hereinafter provided, shall be paid as follows: (i) \$12,000,000 of the Purchase Price to be paid at the Closing (the "**Cash Payment**") by wire transfer through the U.S. Federal Reserve System to a bank designated by Seller, on or before the Closing Date; and (ii) the remaining \$3,000,000 to be paid in the form a Deed of Trust Secured Promissory Note (the "**Note**") with full payment due in 14 months from the date of the Note with an annual interest rate of six percent (6%) with Purchaser to deliver monthly interest only payments of \$12,857.14, a form of the Note is attached here to as **Eh i t b E**. In addition to the Note, the Purchaser will also grant to Seller a first priority deed of trust on the Property, a form of which is attached hereto as **Eh i t b F** (the "**Deed of Trust**") with an agreement by Purchaser that no liens of any type will be placed on the Property. by wire transfer through the U.S. Federal Reserve System to Title Company, on or before the Closing Date.

3.3 The Purchase Price shall be allocated in the manner set forth on **Eh i t b G** attached hereto (the "**Allocation**"). Any excess amount shall be allocated to goodwill. The parties to this Agreement expressly agree that the Allocation shall be used by them for all purposes including tax, reimbursement and other purposes. Each party to this Agreement agrees that it will report the transaction contemplated pursuant to this Agreement in accordance with the Allocation, and that no such party will take a position inconsistent with the Allocation except with the prior written consent of the other parties hereto.

4. Title Insurance. Within ten (10) days after the Effective Date of this Agreement, Seller shall, at Seller's expense, cause the Title Company to procure and deliver to Purchaser, a title commitment for title insurance covering the Real Property, issued by the Title Company (the "Commitment"). Pursuant to the Commitment, the Title Company shall agree to issue to Purchaser, upon recording the deed for the Property, an extended ALTA owner's policy in the amount of the full Purchase Price ("Title Policy"), without exception for any matters other than the Permitted Exceptions (as defined below). Seller does not have a survey for the Property in their possession and Purchaser shall have the obligation to obtain and pay for a survey.

5. Delivery of Documents. On or before ten (10) business days after the Effective Date, Seller shall deliver to Purchaser copies of all of the following items, provided Seller, or Par 4, has such items in its actual possession (collectively referred to herein as "Documents"):

5.1 Copies of all development agreements, subdivision improvement agreements, CC&R's, water supply agreements, effluent use agreements, irrigation agreements, or other agreements entered into with the City of Las Vegas, Nevada or any special district, quasi-municipality or municipality having jurisdiction over the Real Property and Water Rights, if any;

5.2 Copies of all operations, maintenance, management, service and other contracts and agreements relating to operation of the ~~Business or Property as a golf course~~, or otherwise that ~~has~~ Par 4 was a party to pursuant to the Golf Course Lease (which agreements may be assumed in full by the Purchaser ~~is required in Purchaser's sole discretion~~) and copies of any and all subleases and license agreements relating to the Real Property and Water Rights, if any;

~~5.3 Copy of that Certain Settlement Agreement and Mutual Release dated June 28, 2013 by and among Queensridge Towers, LLC, Queensridge Highrise, LLC and Seller which agreement covers certain agreements covering the Property and obligations, events or decisions that would be triggered after the Closing and assumed in full by the Purchaser;~~

5.3 ~~Recent~~[Deleted];

5.4 Last 24 months statements to the Seller or Par 4 for water, storm and sanitation sewer, gas, electric, and other utilities connected to or serving the Real Property; or applicable to the Water Rights 9if any), including availability and standby charges;

5.5 Real property tax bills and notices of assessed valuation, including any special assessments, pertaining to the Real Property or applicable to the Water Rights (if any) for the most recent three (3) tax years, including documents relating to any pending or past tax protests or appeals made by Seller, if any;

5.6 Any governmental and utility permits, licenses, permits and approvals relating to the Real Property or the Business Water Rights issued to either the Seller or Par 4, if any;

5.7 List of personal property owned by Seller together with any security interest or encumbrances thereon;

5.8 List of personal property leased by Seller, together with (i) lease agreements and (ii) if available, a summary of date, term and termination rights, and rent;



5.9 A copy of any plans and specifications (including "as-builts") of improvements and any other architectural, engineering, irrigation and landscaping drawings, plans and specifications in the Seller's possession; and

5.10 A summary of all pending and threatened legal claims related to the Real Property, Water Rights, or Assets or involving the Business and/or use and golf course operation;

~~5.105.11~~ A complete list of all golf course bookings or other commitments related to the Real Property; use that will occur after the Closing Date, with the respective agreements;

5.12 The golf course operations detailed operating and financial statements for 2012, 2013 and 2014; and

5.13 Written confirmation that the Golf Course Lease will terminate at Closing.

Purchaser shall retain in strict confidence all ~~information gained thereby~~ Proprietary Information received by Seller or Par 4, and shall not reveal it to anyone except as may be necessary for the accomplishment of the purposes of such examination and the consummation of the transactions provided for hereby. In the event the sale provided for hereby is not consummated for any reason, for a period of twenty four (24) months, Purchaser shall not, directly or indirectly: (i) utilize for its own benefit any Proprietary Information (as hereinafter defined) or (ii) disclose to any person any Proprietary Information, except as such disclosure may be required in connection with this Agreement or by law.

"Proprietary Information" shall mean all confidential business information concerning the pricing, costs, profits and plans for the future development of the BusinessReal Property or the operation of the golf course, and the identity, requirements, preferences, practices and methods of doing business of specific customers or otherwise relating to the business and affairs of the parties, other than information which (A) was lawfully in the possession of Purchaser prior to the date of disclosure of such Proprietary Information; (B) is obtained by Purchaser after such date from a source other than Seller who is not under an obligation of confidentiality to the Seller; or (C) is in the public domain when received or thereafter enters the public domain through no action of Purchaser. In the event the transactions contemplated hereby are not consummated for any reason, upon receipt of written request from Seller, Purchaser shall return to Seller all Documents and Records received byfrom the Seller or Par 4 (the Documents and Records collectively referred to herein as "Due Diligence Items").

Seller, however, makes no warranty or representation as to the accuracy, correctness or completeness of the information contained in the Due Diligence Items except as expressly set forth in this Agreement. The Due Diligence Items are being provided to Purchaser for Purchaser's informational purposes only with the understanding and agreement that Purchaser will obtain its own soils, environmental and other studies and reports in order to satisfy itself with the condition of the BusinessReal Property. Seller hereby grants Purchaser, from the date hereof until Closing or earlier termination of this Agreement, upon twenty-four (24) hours' notice to Seller and reasonable consent of Par 4, the right, license, permission and consent for Purchaser and Purchaser's agents or independent contractors to enter upon the Real Property for the purposes of performing tests, studies and analyses thereon. Seller or Par 4 may elect to have a representative of Seller present during Purchaser's site inspections. The parties shall coordinate Purchaser's on site investigations so as to minimize disruption of the Businessgolf course operations on the Real Property and impact upon Par 4 and their employees. Purchaser shall indemnify and hold Seller harmless from and against any property damages or bodily injury that may be incurred by Seller as a result of such actions by Purchaser, its employees, agents and independent contractors. Purchaser shall obtain, and shall require that its contractors obtain, liability insurance, naming Seller as insured, in an amount not less than \$1,000,000 (combined single limit) with

respect to all such activities conducted at Purchaser's direction on the Real Property. The Seller's rights and Purchaser's obligations set forth in this section shall expressly survive any termination of this Agreement.

This Agreement is expressly contingent on Purchaser's approval and acceptance, in its sole discretion, of the feasibility of this transaction after review of the Commitment and Due Diligence Items. Purchaser shall have until 5:00 p.m. PST ~~on the day that is thirty (30) days after the Effective Date of this Agreement~~ PST on October 24, 2014 (the "Feasibility Period") to cause Seller to receive written notice of its disapproval of the feasibility of this transaction. If Seller has not received such notice of disapproval within said time period Purchaser shall be deemed to have approved the feasibility of this transaction ~~and the Deposit shall be delivered to Seller by the Title Company~~. If Purchaser causes Seller to receive written notice of disapproval within the Feasibility Period, upon Title Company's receipt of a copy of the parties shall instruct timely sent notice of disapproval the Title Company ~~to deliver~~ shall return the Deposit to Seller ~~Buyer~~ and this Agreement shall be deemed terminated and shall be of no further force or effect.

6. Indemnification; No Mechanic's Liens. Purchaser hereby acknowledges that the preparation and submission of any plans, and the making of investigations, tests and surveys prior to the Closing hereunder, is for the benefit of and at the instance of Purchaser. Purchaser expressly acknowledges that nothing in this Agreement shall authorize Purchaser, or any person dealing with, through or under Purchaser to subject the Real Property to mechanic's liens. Purchaser agrees to indemnify, hold harmless and defend Seller and Par 4 from any claim, liability, loss, damage, cost or expense, including attorneys' fees, which Seller may incur or which may be asserted by reason of any liens filed against the Real Property for work performed through or under Purchaser or the preparation of any plans, or the making of investigations, tests and surveys ordered or conducted by Purchaser. Purchaser agrees not to permit or suffer and, to the extent so permitted or suffered, to cause to be removed and released, any mechanic's, materialman's, or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the planning, design, inspection, construction, alteration, repair or surveying of the Real Property, or preparation of plans with respect thereto as aforesaid by, through or under Purchaser.

7. Golf Course Lease; Settlement Agreement.

7.1 A condition to the Closing is that the Seller cause the Golf Course Lease to terminate in full. Notwithstanding such termination, Purchaser may elect to contract directly with Par 4 to operate the Golf Course golf course operations post-closing on terms and conditions that will be deemed outside the provisions of this Agreement and as mutually agreed upon by Purchaser and Par 4. The Seller assumes no obligation of any type to cause Par 4 to agree to any post-closing agreement with the Purchaser, nor is Purchaser under any obligation under this agreement to enter into a post-closing agreement with Par 4.

7.2 7.2 Effective as of Upon the Closing, the election of Queensridge Towers LLC under Section 3(a) and 3(b) of the Settlement Agreement dated January and Mutual Release with Fore Stars Ltd., executed June 28, 2008 2013 between Queensridge Towers LLC and Fore Stars, Ltd ("Settlement Agreement"), one of the following shall apply:

- (a) If Queensridge Towers LLC elects to satisfy the Improvements Agreement Financial Obligation (as provided in the Settlement Agreement), Seller and BGC Holdings LLC, a Nevada limited liability and an affiliate of the shall pay Purchaser shall be deemed terminated in full and of no further force or effect at the Closing as it relates to any direct or indirect obligations One Million Dollars (\$1,000,000.00) within five (5) days of Seller's receipt of the funds from Queensridge Towers LLC;

(b) If Queensridge Towers LLC elects the Termination Option (as provided in the Settlement Agreement), then Purchaser shall purchase the Additional Golf Property (as defined in the Settlement Agreement) from Seller or any affiliates of the for Three Million Dollars (\$3,000,000), with a closing date no later than November 1, 2016, or such sooner time as Purchaser may elect in writing to close such transaction. The parties shall filed a Memorandum of Agreement with the Clark County Recorder immediately after Seller is dedeed the Additional Golf Property.

8. Closing. The purchase and sale transaction contemplated by this Agreement shall be consummated by a closing through the Title Company (the "Closing") which shall occur no later than five (5) days after the expiration of the Feasibility Period, or such ~~earlier~~other date as is mutually acceptable to Seller and Purchaser (the "Closing Date"). The procedure to be followed by the parties in connection with the Closing shall be as follows:

8.1 All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company in escrow prior to the expiration of the Feasibility Period to hold, deliver, record and disburse in accordance with instructions set forth in this Section 8.

8.2 At the Closing or sooner as otherwise stated in the escrow instructions, the following shall occur:

8.2.1 Seller shall deliver or cause to be delivered in accordance with the escrow instructions:

a. A Grant Bargain Sale Deed (the "Deed") acceptable to Purchaser conveying the Real Property to Purchaser, duly executed and acknowledged by Seller, free and clear of all liens and encumbrances except only the Permitted Exceptions;

b. An executed Bill of Sale and transfer documents vesting in Purchaser good and marketable title to the Assets;

c. An executed Assignment and Assumption of Contracts;

d. An executed Assignment and Assumption of Equipment Leases, if any;

e. Confirmation from Par 4 and Seller that the Golf Course Lease will terminate at the Closing;

f. A ~~Quitclaim~~Warranty Deed (or other appropriate instrument of conveyance, in Seller's reasonable discretion) conveying the Water Rights to Purchaser (the "Quitclaim~~Warranty~~ Deed");

g. An executed general assignment of any Permits, warranties or other items related to the operation of the Business issued in the name of the Seller; and

h. A sublease of the Clubhouse Lease;

~~g.i.~~ A license to use the mark "Queensridge" in connection with the Real Property;

~~h-j.~~ Such other documents as are reasonable or necessary to consummate the transactions contemplated by this Agreement.

8.2.2 Purchaser shall deliver or cause to be delivered in accordance with the escrow instructions:

- a. The Cash Payment to be paid as provided in Section 3.2 hereof;
- b. ~~An executed original Note and executed and notarized Deed of Trust;~~
- ~~e-b.~~ An assumption agreement whereby Purchaser expressly assumes all ~~liabilities and obligations of Seller with respect to the Business~~ the Assumed Liabilities;
- ~~d-c.~~ An executed Assignment and Assumption of Contracts;
- ~~e-d.~~ An executed Assignment and Assumption of Equipment Leases, if any;  
and
- e. A Memorandum of Agreement to be held by the Title Company only pursuant to Section 7.2(b) if such event occurs; and
- f. All other documents required to be executed by Purchaser pursuant to the terms of this Agreement.

8.3 Fees and Costs. The Seller and Purchaser shall each pay and be responsible for half of the Title Company's charges in connection with the Closing. Seller shall pay (i) the fee for the standard form Title Policy on the Real Property, (ii) the fees for any extended title coverage or endorsements to the Title Policy, and (iii) its attorney's fees related to the sale of the Real Property, Water Rights and the Business Assets, and (iv) one-half of the real property transfer tax imposed on the Deed or Quitclaim Warranty Deed pursuant to Nevada Revised Statutes ("NRS") Chapter 375. Purchaser shall pay (i) any and all fees associated with obtaining a survey of the Real Property; (ii) the costs of any endorsements to the Title policy deemed required by Purchaser, (iii) all of Purchaser's attorneys fees associated with its purchase of the Business Real Property, Water Rights and Assets, (iv) one-half of the real property transfer tax imposed on the Deed or Quitclaim Warranty Deed pursuant to NRS Chapter 375; and (v) any and all sales taxes, use taxes and all other taxes due as a result of Purchaser's purchase of the Business Real Property, Water Rights and Assets. Possession of the Property shall be delivered to Purchaser concurrently with the Closing, subject to the provisions of the agreement by Seller and Par 4 to terminate the Golf Course Lease: if the parties agree that the Closing is to occur prior to such effective termination date.

8.4 Title Company Instructions. At such time as the conditions precedent to the Closing set forth in Sections 8.1 and 8.2 have been satisfied or waived, Title Company shall perform the acts set forth below in the following order:

- 8.4.1 Date as of the date of the Closing, all instruments calling for a date.
- 8.4.2 Prepare a Declaration of Value in such form as required by NRS Chapter 375.060 (the "Real Property Transfer Tax Declaration").

8.4.3. Record the Deed, ~~Quitclaim~~ Warranty Deed and Deed of Trust in the Office of the County Recorder of Clark County, Nevada (the "Recorder"), with instructions to deliver the Deed and ~~Quitclaim~~ Warranty Deed when recorded to Purchaser and the Deed of Trust to the Seller. The ~~Quitclaim~~ Warranty Deed may also be required to be recorded with another governmental agency and if so, the Title Company will undertake the obligation to complete such recording(s) as well.

8.4.4. Deliver to Seller by cashier's check or by wire transfer to an account identified by the Seller in an amount equal to the ~~Cash Balance Due~~ Purchase Price minus the Deposit less Seller's share of costs and pro-rations as described in Section 9.1.

8.4.5. Deliver to Purchaser the Title Policy as described in Section 4.

8.4.6 Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "Information Return") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

8.5 Post-Closing Matters. The instruments required to be recorded under this Agreement shall provide that the Recorder shall return them to the Title Company after recordation, and upon receipt thereof, Title Company shall deliver the following:

8.5.1 To Seller:

- a. A copy of the Deed and ~~Quit-Claim~~ Warranty Deed as recorded;
- b. ~~The originally executed Note;~~
- c. ~~A copy of the recorded Deed of Trust; and~~
- d. ~~b.~~ Plain copies of the Real Property Transfer Tax Declaration.
- e. ~~c.~~ An executed Assignment and Assumption of Contracts; and
- f. ~~d.~~ The mutually executed Assignment and Assumption of Equipment

Leases, if any;

8.5.2 To Purchaser:

- a. The original of Deed and ~~Quit-Claim~~ Warranty Deed, each as recorded;
- b. Plain copies of the Real Property Transfer Tax Declaration;
- c. The mutually executed Assignment and Assumption of Contracts; and
- d. The mutually executed Assignment and Assumption of Equipment

Leases, if any;

9. Prorations.

9.1 Credits and Prorations.

9.1.1 The following shall be apportioned with respect to the Real Property, as set forth in greater detail in Section 9.1.2 below, as of 12:01 a.m., on the day of Closing (the "Cut-Off Time"), as if Purchaser were vested with title to the Real Property during the entire day upon which Closing occurs with the understanding that all or a portion of the charges may be due and owing to Par 4 in accordance with the terms and conditions of the Golf Course Lease, if the date of termination of the Golf Course Lease occurs after the Closing Date, by agreement of Purchaser and Seller: (a) taxes (including personal property taxes on all personal property and Inventory) and assessments levied against the Real Property;

(b) gas, electricity and other utility charges for the Businessgolf course operations, if any; (c) charges and fees paid or payable for licenses and permits transferred by Seller to Purchaser; (d) water and sewer charges; and (e) any other operating expenses or other items pertaining to the Real Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located including, without limitation, any prepaid expenses.

9.1.2 Notwithstanding anything contained in the foregoing provisions, and subject to the terms of the Golf Course Lease if the date of termination of the Golf Course Lease occurs after the Closing Date, by agreement of Purchaser and Seller:

a. At Closing, Purchaser shall credit to the account of Seller all deposits posted with utility companies serving the Real Property, or, at Seller's option, Seller shall be entitled to receive and retain such refundable cash and deposits, if applicable.

b. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments for the period prior to the Cut Off-Time. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing. All necessary adjustments shall be made within fifteen (15) business days after the tax bill for the current year is received.

c. As to gas, electricity and other utility charges referred to in Section 9.1.1(b) above, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (but subject to later readjustment as set forth below).

9.1.3 Apportionment Credit. In the event the apportionments to be made at the Closing result in a credit balance (i) to Purchaser, such sum shall be paid at the Closing by giving Purchaser a credit against the Purchase Price in the amount of such credit balance, or (ii) to Seller, Purchaser shall pay the amount thereof to the Title Company-, to be delivered to Seller together with the net proceeds of the Purchase Price by wire transfer of immediately available funds to the account or accounts to be designated by Seller for the payment of the balance.

10. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

10.1 Seller has the right, power and authority to enter into this Agreement, and this Agreement and the transactions contemplated by this Agreement have been duly authorized and approved by Seller, and this Agreement constitutes the valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. At Closing, the Seller's closing documents will be duly acknowledged, executed and delivered by Seller. When so acknowledged, executed and delivered, the Seller's closing documents will constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

10.2 Seller is duly organized, existing and in good standing under the laws of Nevada.

10.3 The person signing below on behalf of Seller represents that he is duly authorized to execute this Agreement and to bind Seller.

10.4 No non-resident foreign taxpayers, or domestic corporations owned by non-resident foreign taxpayers, or any other similar person or entity will be entitled to all or any of the proceeds from the sale of Real Property hereunder such that the withholding requirements set forth in Sections 1445 of the Internal Revenue Code are or will be applicable to all or a portion of the Purchase Price to be paid pursuant to this Agreement.

10.5 To the best of Seller's Knowledge, there is no pending or threatened condemnation or similar proceeding with respect to the Real Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

10.6 As of the Closing Date, Seller will have or shall cause to be transferred to Purchaser, good fee simple title to the Real Property, Water Rights, and Assets, free and clear of any liens or encumbrances or other defects of title ~~except for such items that are owned by Par 4 and will be taken by them upon termination of the Golf Course Lease.~~

10.7 To the best of Seller's Knowledge, the schedule of Contracts attached to this Agreement as ~~Eh~~ **h b H** constitutes a list of all of the ~~material~~ Contracts affecting the ~~Business~~ Real Property and the golf course operations as of the date hereof.

10.8 To the best of Seller's Knowledge, (i) there is no litigation, including any arbitration, investigation or other proceeding by or before any court, arbitrator or governmental or regulatory official, body or authority, or adverse claims which is/are pending or threatened against Seller relating to the Real Property, Water Rights, Assets or the transactions contemplated herein, (ii) there are no unsatisfied arbitration awards or judicial orders against Seller and, (iii) there is no basis for any such litigation, arbitration, investigation, or other proceeding.

10.9 To the best of Seller's Knowledge, no approval, consent, waiver, filing, registration or qualification with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required to be made, obtained or given for the execution, delivery and performance of this Agreement or any of the Seller's closing documents by Seller.

10.10 To the best of Seller's Knowledge, Seller has not received any ~~written~~ notice of any violation of any restriction, condition or agreement contained in any easement, restrictive covenant or any similar instrument or agreement affecting the Real Property, or any portion thereof, or the Water Rights.

10.11 To the best of Seller's Knowledge, Seller has not received (i) any ~~written~~ notice from any governmental authority having jurisdiction over the Real Property or the Water Rights of (A) any violation of any law, ordinance, order or regulation (including, without limitation, the Americans with Disabilities Act) affecting the Real Property, or any portion thereof, or the Water Rights which has not heretofore been complied with or (B) any other obligation to any such governmental authority for the performance of any capital improvements or other work to be performed by Seller in or about the Real Property or donations of monies or land (other than general real property taxes) which has not been completely performed and paid for; or (ii) any ~~written~~ notice from any insurance company, insurance rating organization or Board of Fire Underwriters requiring any alterations, improvements or changes at the Real Property, or any portion thereof, which have not heretofore been complied with.

10.12 Except for the Golf Course Lease which will terminate at the Closing, to the best of Seller's Knowledge, there are no leases or licenses affecting the Real Property or the Water Rights in which the Seller is a party.

10.13 To the best of Seller's Knowledge, Seller has not received any notice from any governmental unit that (i) the Real Property are not in compliance with any Environmental Law (ii) there are any administrative, regulatory or judicial proceedings pending or threatened with respect to the Real Property pursuant to, or alleging any violation of, or liability under, any Environmental Law. "Environmental Laws" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

10.14 To the best of Seller's Knowledge, the execution and delivery of this Agreement will not (i) violate or conflict with the Seller's articles of organization or the limited liability company operating agreement of Seller, (ii) violate or conflict with any judgment, decree or order of any court applicable to or affecting Seller, (iii) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Seller ~~or the Property is a party or by which Seller~~ the Real Property or the Water Rights are the subject matter or the Property is bound, or (iv) violate or conflict with any law, ordinance or governmental regulation or permit applicable to Seller.

10.15 To the best of Seller's Knowledge, Seller has not commenced, nor has Seller been served with process or notice of any attachment, execution proceeding, assignment for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings against Seller (the "Creditor's Proceeding"), nor is any Creditor's Proceeding contemplated by Seller. No Creditor's Proceeding is pending, or to Seller's knowledge, threatened against Seller.

10.16 Seller does not directly employ any employees in connection with the Business.

10.17 To the best of Seller's Knowledge, Seller has not received any ~~written~~ notice of violation from any federal, state or municipal entity that has not been cured or otherwise resolved to the satisfaction of such governmental entity.

As used herein the phrase "to Seller's Knowledge" or "to the best of Seller's Knowledge" shall mean the current, actual (as opposed to constructive) knowledge of William Bayne without having made any investigation of facts or legal issues and without any duty to do so and without imputing to either person the knowledge of any employee, agent, representative or affiliate of Seller, except for affirmative inquiry to Par 4. All of Seller's representations and warranties shall survive Closing for a period six (6) months.

11. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants to Seller as follows:

11.1 Purchaser has the right, power and authority to enter into this Agreement, and this Agreement and the transactions contemplated by this Agreement have been authorized and approved by Purchaser, and this Agreement constitutes the valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms.

11.2 Purchaser is duly organized, existing and in good standing under the laws of \_\_\_\_\_, Nevada, is duly qualified to transact business in Nevada, and has not filed, voluntarily or involuntarily for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Purchaser within the last year.



11.3 The person signing below on behalf of Purchaser represents that he is duly authorized to execute this Agreement and to bind Purchaser.

11.4 No filings with, notices to, or approvals of any governmental or regulatory body are required to be obtained or made by Purchaser for the consummation by Purchaser of the transactions contemplated hereby.

~~11.5 Purchaser has made or shall make all reasonable efforts to obtain all licenses and permits which are necessary for the conduct of the Business on or before the Closing Date in order for the Golf Course and Business to operate with interruption to its customers.~~

~~11.6 The Settlement Agreement dated January 28, 2008 between the Seller and BGC Holdings LLC, a Nevada limited liability and an affiliate of the Purchaser is not in default and effective as the Closing shall be deemed terminated in full and of no further force or effect at the Closing.~~

12. Affirmative Covenants of Both Seller and Purchaser.

12.1 Corporate Action. The parties shall each take or cause to be taken all necessary corporate action required to carry out the transactions contemplated in this Agreement.

12.2 Further Assurances. The parties agree that, from time to time, whether prior to, at or after the Closing, they will execute and deliver such further instruments of conveyance and transfer and take such other actions as may reasonably be expected to consummate the transactions contemplated hereby.

12.3 Information to be Held in Confidence. The parties agree that, until the Closing has occurred, the parties and their agents, employees, contractors, directors and other representatives will hold in strict confidence, and will not use to the detriment of the other party, all data and information obtained in connection with this Agreement.

13. Purchaser's Default. ~~Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not be in breach or default hereunder unless Seller is not in default hereunder, and~~ If within five (5) business days after the Purchaser's receipt of notice Purchaser fails to cure any material breach of any obligation of Purchaser under this Agreement which is set forth in such notice; provided, however, that the foregoing notice and cure period shall be inapplicable to Purchaser if after expiration of the Feasibility Period and after Seller has satisfied all of its conditions precedent to Purchaser's obligation to close Purchaser simply fails to acquire the BusinessReal Property, Water Rights and Assets on or before the Closing Date, in which event this Agreement shall automatically terminate, the Deposit shall be retained by Seller and both parties shall be relieved of all obligations under this Agreement except for those which expressly survive the expiration or termination of this Agreement. Subject to the foregoing, if any such failure continues beyond such cure period, Seller may retain the Deposit as the agreed upon liquidated damages as Seller's sole and exclusive remedy. The parties agree and stipulate that as of the Effective Date, the exact amount of damages would be extremely difficult to ascertain and that the Deposit constitutes a reasonable and fair approximation of such damages and is not a penalty.

14. Seller's Default. ~~Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be in default hereunder and Purchaser shall not be entitled to exercise any remedies hereunder unless Purchaser is not in default hereunder, and~~ If Seller fails to cure its breach of a material covenant or obligation made or undertaken by Seller hereunder within five (5) business days of Seller's receipt of a reasonably detailed notice specifying such breach or refuses to convey the Business in accordance herewith, within thirty (30) days of Seller's receipt of notice of such breach. Any Closing shall automatically be extended to allow Seller to effect the above referenced cures. After the expiration of the

~~cure period provided above, if Seller shall not have cured Seller's default~~Real Property, Water Rights and Assets in accordance herewith, Purchaser shall give Seller written notice of Purchaser's election of one of the following remedies: (a) to seek specific performance of Seller's obligations hereunder, or (b) to terminate this Agreement and thereupon receive a return of the entire Deposit from the Seller ~~directly and not the Title Company, if applicable.~~

If Purchaser fails to cause Seller to receive notice of such election within ~~three (3)~~five (5) business days after the expiration of the above cure period, Purchaser shall have no further right to demand specific performance. Purchaser agrees that it irrevocably waives any right to damages. Notwithstanding the foregoing rights, if following a Seller default, Seller has cured the breach prior to Purchaser's exercise of any remedy provided in this Agreement, Purchaser shall have no further right to exercise any remedy for the cured default.

15. Disclaimer of Warranties/As-Is.

15.1 Real Property. Except as expressly set forth in this Agreement, Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the Real Property, zoning, the suitability or fitness of the Real Property or any other matter affecting or relating to the Real Property. Neither party is relying on any statement or representations made by the other not embodied herein. Purchaser hereby expressly acknowledges that no such warranties and representations have been made, except as expressly set forth in the Agreement. Purchaser acknowledges that the provisions of this Agreement for inspection and investigation of the Real Property are adequate to enable Purchaser to make Purchaser's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Real Property, soil, zoning, suitability or fitness of the Real Property or any improvements thereon, if any, for any specific or general use or purpose, the availability of water, sewer or other utility service or any other matter affecting or relating to the Real Property, its development or use, including without limitation, the Property's compliance with any environmental laws. PURCHASER FURTHER ACKNOWLEDGES IT HAS INSPECTED THE REAL PROPERTY OR HAS CAUSED SUCH INSPECTION TO BE MADE AND IS THOROUGHLY FAMILIAR AND SATISFIED THEREWITH, AND AGREES TO TAKE THE REAL PROPERTY IN ITS PHYSICAL CONDITION, "AS IS, WHERE IS, WITH ALL FAULTS" AS OF THE DATE OF CLOSING, SUBJECT TO THE EXPRESS REPRESENTATIONS, WARRANTIES AND CONDITIONS SET FORTH IN THIS AGREEMENT. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION MADE OR GIVEN BY ANYONE TO PURCHASER PERTAINING TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

~~In particular, but without in any way limiting the foregoing, Purchaser hereby releases Seller from any and all responsibility, liability and claims for or arising out of the presence on or about the Property (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Law, including without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste.~~

Business

15.2 Water Rights and Assets. THE BUSINESSWATER RIGHTS AND ASSETS ARE BEING SOLD IN THEIR "AS IS" CONDITION, AND NEITHER SELLER NOR ANY OTHER PERSON MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS AGREEMENT, RELATING TO SUCH

WATER RIGHTS AND ASSETS, INCLUDING ANY REPRESENTATION OR WARRANTY (A) AS TO THE FUTURE SALES OR PROFITABILITY OF THE BUSINESS AS IT WILL BE CONDUCTED BY PURCHASER ANY GOLF COURSE OPERATIONS ON THE REAL PROPERTY, (B) AS TO THE SUFFICIENCY OF THE INVENTORY FOR THE PURPOSE OF GOLF COURSE OPERATIONS AS OF THE DATE OF CLOSING, (C) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (D) ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER.

~~PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT THE PURCHASE PRICE FOR THE GOLF COURSE AND BUSINESS REFLECTS ONLY A SMALL PORTION OF THE COST OF OWNING AND CAUSING THE OPERATION OF THE GOLF COURSE AND THE BUSINESS, AND PURCHASER (I) UNDERSTANDS AND ACKNOWLEDGES THAT IT IS EXPRESSLY ASSUMING RISKS THAT MAY NOT NORMALLY BE ASSUMED BY A PURCHASER IN CONNECTION WITH THE PURCHASE OF A GOLF COURSE AND RELATED BUSINESS, AND (II) PURCHASER HEREBY AGREES TO ASSUME ALL SUCH RISKS RELATED TO THE GOLF COURSE AND BUSINESS ACCRUING PRIOR TO OR AFTER THE DATE OF THE SALE OF THE GOLF COURSE AND BUSINESS FROM SELLER TO PURCHASER.~~

~~2.2~~

16. Seller's Indemnity. Notwithstanding anything to the contrary contained herein, if Purchaser is made a party to any litigation in which Seller is a party ~~and (i), the subject of the litigation arises from Seller's conduct, and it was not disclosed to Purchaser by Seller in this Agreement or otherwise, and (ii) the litigation does not involve the operation or ownership of the Property, the Golf Course or the Business, directly or indirectly;~~ then Seller shall indemnify, defend and hold Purchaser harmless from all costs and expenses incurred by Purchaser related to such litigation.

17. Purchaser's Indemnity. Notwithstanding anything to the contrary contained herein, if Seller is made a party to any litigation ~~in which Purchaser is a party for any matters related to the Property, the Golf Course, Par 4, the Golf Course Lease, the Business or the development of all or any portion of the Property, directly or indirectly, for matters occurring after Closing Date~~ the subject of which is Purchaser's conduct after the Closing, but not Seller's before or after the Closing, then Purchaser shall indemnify, defend and hold Seller harmless from all costs and expenses incurred by Seller related to such litigation. To the extent this Agreement is assigned prior to the Closing Date, then before the Closing, this Section 17 may be amended to add additional parties that affiliates of the Purchaser and/or the assignee under this Agreement.

18. Broker's Commissions. Seller and Purchaser warrant and represent to each other that no real estate broker was involved in this transaction on Seller's or Purchaser's behalf. Seller shall indemnify Purchaser against any claim of any broker claiming by, through or under Seller. Purchaser shall indemnify Seller against any claim of any broker claiming by, through or under Purchaser. These warranties and representations shall survive delivery of the deed and closing of this transaction.

19. Notices. Unless otherwise specifically permitted by this Agreement, all notices or other communications required or permitted under this Agreement or any contract or agreement executed pursuant to this Agreement shall be in writing, and shall be (i) personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or (ii) sent by reputable overnight delivery service and shall be deemed received: (i) if personally delivered, upon the date of delivery to the address of the person to receive such notice, (ii) if mailed in accordance with the provisions of this Section, two

(2) business days after the date placed in the United States mail, or (iii) if sent by overnight delivery service, one day after deposit with such reputable overnight delivery service. Notices shall be given at the following addresses:

To Seller: c/o Peccole-Nevada Corporation  
851 South Rampart Boulevard, Suite 105  
Las Vegas, Nevada 89145  
Attn: William Bayne

To Purchaser: [INSERT TNF ENTITY]  
c/o Yohan Lowie  
9755 West Charleston Boulevard  
Las Vegas, Nevada 89117

20. Condemnation. If prior to the Closing Date a condemnation proceeding (involving the power of eminent domain or the police power as expressed by any governmental or quasi-governmental entity, including but not limited to any fire or building department) is instituted with respect to all or any portion of the Real Property, or if prior to the Closing Date, Seller has notice or knowledge that there is a reasonable likelihood of some such proceeding being instituted, or if there is then pending a threat of the exercise thereof, Seller shall promptly notify Purchaser of such fact, setting forth in writing the terms and conditions with respect to such proceeding and the parties' names, addresses, and telephone numbers with whom to deal on behalf of such condemning or potentially condemning governmental entity. In this instance, Purchaser shall have a period of fourteen (14) days following the receipt of such written notice to terminate this Agreement. If Purchaser does not timely make such election, this Agreement shall continue in full force and effect; but Purchaser shall be entitled to all proceeds received in such condemnation proceedings and shall be solely in charge of conducting all settlement negotiations or defending such action, as the case may be.

21. Damage to Property. If the Real Property is substantially damaged by fire, flood or other casualty between the date of this Agreement and the date of Closing, Purchaser may elect (i) to terminate this Agreement upon written notice to Seller, in which event this Agreement shall be of no further force or effect, and the Deposit shall be returned to Purchaser, or (ii) to proceed with the Closing (subject to the other provisions of this Agreement) by delivering notice thereof to Seller within five (5) business days after receipt of Seller's notice respecting the damage, destruction, or taking, in which event Purchaser shall be entitled to all insurance proceeds or condemnation awards payable as a result of such damage or taking and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser at Closing Seller's rights to such proceeds or awards.

22. Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law if enforcement would not frustrate the overall intent of the parties (as such intent is manifested by all provisions of the Agreement, including such invalid, void or otherwise unenforceable portion).

23. Complete Agreement; Modifications. This Agreement and written agreements, if any, entered into concurrently herewith (i) constitute the parties' entire agreement, including all terms, conditions, definitions, warranties, representations, and covenants, with respect to the subject matter hereof, (ii) merge all prior discussions and negotiations between or among any or all of them as to the subject matter hereof, and (iii) supersede and replace all terms, conditions, definitions, warranties, representations, covenants, agreements, promises and understandings, whether oral or written, with respect to the subject

matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the party to be bound.

24. Further Actions. Each party agrees to perform any further acts and execute and deliver any further documents reasonably necessary to carry out the provisions of this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

26. Headings. The headings of the various sections of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

27. Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity. A reference to a particular section of this Agreement shall be deemed to include references to all subordinate sections, if any.

~~28. Assignment. Purchaser shall not have the right to assign this Agreement or any of its rights or obligations hereunder to a corporation, limited liability company, limited partnership or other entity in which Purchaser has a controlling ownership interest without the approval of Seller. Any other assignment beyond what is provided for in the prior sentence shall require the written consent of the Seller, which consent shall be in the sole and absolute discretion of the Seller.~~

~~28. Deleted~~

29. Successors-in-Interest and Assigns. ~~Subject to any restriction(s) on transferability contained in this Agreement, this~~ This Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party to this Agreement, but nothing in this section shall create any rights enforceable by any persons not a party to this Agreement, unless such rights are expressly granted in this Agreement to identified persons not a party to this Agreement and unless such person is an assignee.

30. Effectiveness. This Agreement shall become effective when it has been signed by, and delivered to, all of the parties to this Agreement.

31. Waiver. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

32. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

33. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if all original signatures appeared on one copy; and in the event this Agreement is signed in counterparts, each counterpart shall be deemed an original and all of the counterparts shall be deemed to be one agreement.

[Signature Page Follows]

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

**SELLER:**

FORESTARS, LTD.,  
a Nevada limited liability company

By: Peccole-Nevada Corporation  
a Nevada corporation, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
purpose entity

**PURCHASER:**

\_\_\_\_\_  
~~YOHAN LOWIE, Personally~~ TBF single

Exhibits:

	Legal Description for the <u>Real</u> Property .....	A
	Water Rights .....	A-1
	Equipment Leases .....	B
	Assumed Liabilities .....	C
	Excluded Assets .....	D
	Secured Deed of Trust Promissory Note .....	E
	<del>Deed of Trust</del> [DELETED] .....	E
	[DELETED] .....	F
	Allocation .....	G
	Contracts .....	H

EXHIBIT A  
Legal Description for Real Property



EXHIBIT A-1  
Water Rights

EXHIBIT B  
Equipment Leases

EXHIBIT C  
Assumed Liabilities

EXHIBIT D  
Excluded Assets

EXHIBIT E  
~~Deed of Trust Promissory Note~~

[N/A]

EXHIBIT F  
Deed of Trust

|

N/A



EXHIBIT G  
Allocation

EXHIBIT H  
Contracts

# **EXHIBIT “FFFF-13”**

**From:** "Billy Bayne" <william.bayne@gmail.com>  
**Sent:** Wed, 27 Aug 2014 10:03:17 -0800  
**To:** "Henry Lichtenberger" <hlichtenberger@sklar-law.com>  
**Cc:** "Todd Davis" <tdavis@ehbcompanies.com>; "Yohan Lowie" <yohan@ehbcompanies.com>  
**Subject:** Re: PSA

I just texted Yohan and told him we would make the changes to the document. However, after speaking with Henry for a minute, we feel it is more expeditious to send you a list of our changes and simply have you incorporate those into the document, along with what Yohan and I agreed to in our meeting yesterday. To clarify from our meeting, we agreed to the following:

1. A full blanket indemnification from Yohan to us.
2. That Should IDB give us money instead of the land associated with their phase 2 we will give Yohan anything in excess of the 3 million dollars to help offset the cost of the clubhouse.
3. We do not care how you value the different parts of the transaction, provided, that we get 12 million on closing and 3 million should you end up buying the phase 2 property if we obtain it. Thus if you want to put more money toward the water rights than the land that will be up to you.
4. Yohan will put into an escrow account 200k in the next few days which will be non-refundable in the next 30 calendar days. Provided Yohan would like another 30 calendar days of due diligence he will pledge 300k 31 calendar days from now which will be non-refundable upon its pledge, and then if he would like another 30 calendar days he may pledge another non-refundable 100k 62 calendar days from now. Once money is pledged I will stop discussing selling the course to other individuals.
5. There will be a management agreement in place on the course after Nov. 1, 2014 with Par 4 golf. That management agreement will be assumed by Yohan and may be canceled with 30 days notice to Par 4 golf. I of course will provide a copy of the management agreement once we get it.

Henry will have a list of items as well that will be coming over as we finish reviewing the document.

We look forward to successfully concluding this transaction.  
Thanks Billy Bayne

On Tue, Aug 26, 2014 at 12:12 PM, Henry Lichtenberger <[hlichtenberger@sklar-law.com](mailto:hlichtenberger@sklar-law.com)> wrote:

I have reviewed the revised agreement. The changes to both Sections 16 and 17 of the Agreement make further review or comment unnecessary. For any transaction to proceed to a definitive agreement and ultimate closing, the Seller must receive from

the Purchaser (or an affiliate of the Purchaser with sufficient financial resources) a full and complete indemnification (with no qualifications) as it relates to the Real Property, Water Rights and the golf course covering, without limitation, any proposed or planned development activities that may occur on the Real Property by the Purchaser.

Absent this type of language, we should simply terminate this transaction. My client understands that all rights granted to BGC Holdings LLC (an affiliate of the Purchaser) under the Settlement Agreement dated January 28, 2008 – namely the right of first refusal -- remains in effect in accordance with the express terms as set forth in the Settlement Agreement.

If you wish to discuss, please contact Billy or me.

Thanks

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**From:** Todd Davis [mailto:[tdavis@chbcompanies.com](mailto:tdavis@chbcompanies.com)]  
**Sent:** Tuesday, August 26, 2014 9:54 AM  
**To:** Henry Lichtenberger  
**Cc:** Yohan Lowie; William Bayne  
**Subject:** PSA

Henry,

Attached is a redlined draft of the PSA.

I am concurrently sending to Yohan prior to his final review.

Thx, td

Todd D. Davis

General Counsel

For the EHB Companies

9755 West Charleston

Las Vegas, NV 89117

702.940.6930 office

702.940.6931 fax

702.940.6938 direct

TDavis@EHBCompanies.com

www.EHBCompanies.com

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Email [william.bayne@gmail.com](mailto:william.bayne@gmail.com)

# **EXHIBIT “FFFF-14”**

**From:** Billy Bayne <william.bayne@gmail.com>  
**To:** Personal Evernote <maccabees.c49cd@m.evernote.com>  
**Subject:** Fwd: BGC Holdings Letter (Section 3 Right of First Refusal)  
**Date:** Sat, 9 Jul 2016 07:20:08 -0700  
**Importance:** Normal  
**Attachments:** BGC\_Holdings\_Letter\_(Section\_3\_Right\_of\_First\_Refusal).doc

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----- Forwarded message -----

From: **Henry Lichtenberger** <hlichtenberger@sklar-law.com>  
Date: Monday, September 15, 2014  
Subject: BGC Holdings Letter (Section 3 Right of First Refusal)  
To: Todd Davis <tdavis@ehbcompanies.com>, William Bayne <william.bayne@gmail.com>  
Cc: Yohan Lowie <yohan@ehbcompanies.com>

For review and comment.

--

Email [william.bayne@gmail.com](mailto:william.bayne@gmail.com)



FORE STARS LETTERHEAD

September 15, 2014

**Via Email: [assaf.lang@outlook.com](mailto:assaf.lang@outlook.com) and Hand Delivered**

Assaf Lang, Manager  
BGC Holdings LLC  
8670 West Spring Mountain Road, Suite 101  
Las Vegas, Nevada 89117

Dear Mr. Lang:

This letter is being delivered to you in accordance with Section 3 (Right of First Refusal) pursuant to that certain Settlement Agreement dated January 28, 2008 between BGC Holdings LLC and Fore Stars Ltd. Fore Stars, Ltd. as the owner and operator of the Badlands Golf Course located at 9119 Alta Drive, Las Vegas, Nevada has received an offer to purchase the entire golf course for a purchase price of \$12 million with a 35-day closing from execution of a definitive purchase agreement, which agreement to contain standard representations and warranties along with a full and complete indemnification to Fore Stars and their direct and indirect affiliates for all post-closing matters related to the Golf Course. In addition to the purchase price, the transaction will also require the buyer to sublease the existing clubhouse for the Golf Course from Fore Stars and assume in full all payment obligations existing under a water rights lease agreement. There is also a post-closing obligation by this buyer which may require them to purchase from Fore Stars the property covering that Golf Course clubhouse that is currently not owned by Fore Stars, in the event that Fore Stars obtains title to such property.

BGC Holdings shall have a period of seven (7) business days (Wednesday, September 24, 2014) from receipt of this letter to exercise this right of refusal. If no response is received by September 24, 2014, then it will be deemed that you have elected to decline this right to acquire the golf course and we will proceed with the pending offer. In the event that the sale is not completed, the provisions of Section 3 will be reinstated.

Should you have any questions, please contact me at (702) 280-5761.

Sincerely,

William Bayne

cc: Henry Lichtenberger, Esq. (via email)

1848

PNC000757

**11984**

# **EXHIBIT “FFFF-15”**

**From:** Billy Bayne <william.bayne@gmail.com>  
**To:** Personal Evernote <maccabees.c49cd@m.evernote.com>  
**Subject:** Fwd: BGC Holding  
**Date:** Sat, 9 Jul 2016 07:20:57 -0700  
**Importance:** Normal

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----- Forwarded message -----

From: **Todd Davis** <tdavis@ehbcompanies.com>  
Date: Monday, November 3, 2014  
Subject: RE: BGC Holding  
To: Henry Lichtenberger <hlichtenberger@sklar-law.com>  
Cc: Billy Bayne <william.bayne@gmail.com>, Yohan Lowie <yohan@ehbcompanies.com>

Henry, I agree. Perhaps make the BGC waiver a condition which must be satisfied within xx days of execution of the agreement. The intent is to purchase the LLC.

Thanks, td

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**From:** Henry Lichtenberger [mailto:hlichtenberger@sklar-law.com]  
**Sent:** Monday, November 03, 2014 10:22 AM  
**To:** Todd Davis  
**Cc:** Billy Bayne  
**Subject:** RE: BGC Holding

Are you able to get Assif to waive the right of refusal? If so, do you just want to purchase the course or the LLC? Understand that it is prudent to get his waiver.

---

**From:** Todd Davis [mailto:tdavis@ehbcompanies.com]  
**Sent:** Monday, November 03, 2014 10:08 AM  
**To:** Henry Lichtenberger  
**Subject:** FW: BGC Holding

Good morning,

FYI – see below.

What is the status of the Fore Star transaction documents?

Thanks, td

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**From:** Lenard Schwartzter [<mailto:LSchwartzter@s-mlaw.com>]  
**Sent:** Thursday, October 30, 2014 3:44 PM  
**To:** Todd Davis  
**Subject:** BGC Holding

The bankruptcy judge orally granted the Trustee's motion to dismiss this case. A written order will be issued in a few days.

Lenard E. Schwartzter, Esq.  
Schwartzter & McPherson Law Firm  
2850 S. Jones Blvd., Suite 1  
Las Vegas, Nevada 89146-5640  
Telephone: (702) 228-7590  
Facsimile: (702) 892-0122  
E-Mail: [LSchwartzter@S-MLaw.com](mailto:LSchwartzter@S-MLaw.com)

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Email [william.bayne@gmail.com](mailto:william.bayne@gmail.com)

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PNC001649

**11987**