

[SAMPLE ONLY – SUBJECT TO CHANGE]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into this _____ day of _____, 2026, by and between **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada (“Seller”), and _____, a _____ (“Purchaser”). Seller and Purchaser are each referred to herein singly as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1.

PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of the following described property (herein collectively called the “Property”):

(a) Land. That certain tract(s) of land consisting of a total of approximately 3.28 acres, located on the west side of Oso Blanca Road and north of Tee Pee Lane, Las Vegas, Clark County, Nevada, 89166, Assessor’s Parcel Number 125-07-701-007, and being more particularly described on Exhibit “A” attached hereto and made a part hereof (herein, the “Land”).

(b) Easements. All easements, if any, benefiting the Land or the “Improvements” (as defined in Section 1.1(d) of this Agreement).

(c) Rights and Appurtenances. All rights and appurtenances pertaining to the Land.

(d) Improvements. All improvements and related amenities in and on the Land, if any, together with all rights, privileges, easements, and appurtenances (herein, the “Improvements”).

The Purchaser accepts and agrees to assume all obligations and rights of the Seller under these agreements from and after the Closing Date. The Purchaser further acknowledges that the existence of these agreements does not constitute a basis for any title objections.

2.

PURCHASE PRICE

2.1 Purchase Price. The purchase price (the “Purchase Price”) for the Property shall be the sum of _____ **MILLION AND NO/100 DOLLARS (\$_____)**, subject to prorations and adjustments as set forth in this Agreement, and shall be paid by Purchaser to Seller at the Closing (as defined herein) by wire transfer of immediately available funds to the “Escrow Agent” (as defined below) on the Closing Date (as defined herein) in accordance with wire transfer instructions to be provided by the Escrow Agent.

2.2 Internet Website Auction Purchaser’s Premium. The Internet website auction purchaser’s premium of one and one-half percent (1.5%) of the Purchase Price in the amount of _____ **AND NO/100 DOLLARS (\$_____)** was previously deposited by Purchaser with the Title Company (as defined below) (the “Purchaser’s Premium”).

3.
EARNEST MONEY

3.1 Earnest Money.

(A) Old Republic Title Company of Nevada, 4730 S. Fort Apache Road, Suite 100, Las Vegas, Nevada 89147, Attn: Michele Dowell, Email: dowellteam@ortc.com, (702) 313-2088 (direct), (702) 991-1005 (direct fax) ("**Escrow Agent**"), will serve as **Title Company** for the transaction contemplated in this Agreement. The Parties acknowledge that Purchaser previously deposited **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** as earnest money with the Title Company pursuant to the terms of the Internet website auction.

(B) The Deposit, and together with all interest accrued thereon (if any), are herein collectively called the "**Earnest Money**". If the sale of the Property is consummated under this Agreement, the Earnest Money shall be paid to Seller and applied as a credit against the Purchase Price at Closing. If Purchaser terminates this Agreement in accordance with any right to terminate granted to Purchaser by the terms of this Agreement, the Earnest Money shall be returned to Purchaser by Escrow Agent, and neither party hereto shall have any further rights or obligations under this Agreement except for such obligations which by their terms expressly survive the termination of this Agreement (the "**Surviving Obligations**"). Otherwise, following completion of the Approval Period, the Earnest Money shall become non-refundable except for Seller's default prior to Closing or as otherwise expressly provided in this Agreement; and shall be immediately released to Seller without any further instruction or authorization from Purchaser, and shall be immediately placed into a new separate escrow account with Escrow Agent to be controlled by Seller, to be used or applied as provided in this Agreement. In no event shall Purchaser have any further rights to said Earnest Money, except in the event of Seller's default or as otherwise expressly provided in this Agreement.

4.
CONDITIONS TO CLOSING

4.1 Seller's Obligations.

4.1.1 Purchaser acknowledges that it is acquiring the Property from Seller as part of an auction on an Internet website pursuant to Nevada Revised Statute ("NRS") 268.062. Accordingly, Purchaser acknowledges that Seller has already provided Purchaser all due diligence related information, documentation or materials concerning the Property vis-à-vis posting them on the auction website (collectively, the "**Due Diligence Items**"). Due Diligence Items may not include, and Seller shall have no obligation to provide any of the following materials: (i) any document or correspondence which would be subject to the attorney-client privilege or covered by the attorney work-product doctrine and any memo, correspondence or other document to or from counsel, whether or not covered by the attorney-client privilege; (ii) any document or item which Seller is contractually or otherwise bound to keep confidential; (iii) any documents pertaining to the marketing of the Property for sale to prospective buyers; (iv) any internal memoranda, reports or assessments of Seller or Seller's affiliates relating to Seller's marketing, disposition or valuation of the Property; (v) any appraisals of the Property, whether prepared internally by Seller or Seller's affiliates or externally; (vi) any documents or items which Seller considers proprietary; (vii) any materials projecting or relating to the future performance or development of the Property; and (viii) Seller's financial analyses or projections, including Seller's pre-acquisition due diligence materials, acquisition files on the Property and the book value of the Property. Seller makes no representation or warranty as to the truth, accuracy or completeness of any such delivered Due Diligence Items, and

Purchaser agrees notwithstanding the delivery of such materials, Purchaser shall rely solely on its own investigations of the Property in determining whether to purchase the Property.

4.1.2 Approval Period. During the period commencing on the Effective Date and expiring at 5:00 p.m. Pacific Time on August 17, 2026 (the “Approval Period”), the following matter shall be a condition precedent to Purchaser’s obligations under this Agreement:

(a) Purchaser being satisfied, in Purchaser’s sole discretion, that the Property is suitable for Purchaser’s intended use.

Purchaser may (but shall not be obligated to) terminate this Agreement by delivering written notice of such termination to Seller at any time prior to the expiration of the Approval Period, if, in Purchaser’s sole and absolute discretion, Purchaser decides not to consummate the purchase of the Property contemplated hereby. In such event, this Agreement will terminate as of the date of such notice, and neither Party shall have any further rights or obligations hereunder except for the Surviving Obligations. If, in Purchaser’s sole and absolute discretion, Purchaser determines that it desires to consummate the purchase of the Property contemplated hereby, then Purchaser will give written notice thereof (the “Closing Notice”) to Seller, prior to the expiration of the Approval Period. In the event that Purchaser provides Seller with the Closing Notice, then Purchaser will be deemed to have waived its termination rights under this Section 4.1, and the Parties will proceed to Closing, subject to all other terms and conditions of this Agreement. If Purchaser does not give Seller the Closing Notice prior to the expiration of the Approval Period and has not previously terminated this Agreement by written notice to Seller, then Purchaser shall also be deemed to have waived its termination rights under this Section 4.1, and the Parties will proceed to Closing, subject to all other terms and conditions of this Agreement. If Purchaser terminates the Agreement as provided in this section, immediately following written request from Purchaser to the Escrow Agent, the Escrow Agent shall return all of the Earnest Money (less any title and escrow cancellation fees) to Purchaser, without the consent or joinder of Seller being required and notwithstanding any contrary instructions which might be provided by Seller. As consideration for Purchaser’s right to terminate this Agreement pursuant to this Section, Purchaser shall pay to Seller concurrent with such termination the sum of One Hundred and no/100 Dollars (\$100.00).

4.1.3 Title Commitment. Seller shall convey good and marketable title to the Property to Purchaser at Closing, subject only to the “Permitted Encumbrances” (defined below). Within five (5) days following the opening of escrow, Purchaser shall obtain, at its sole cost and expense, and deliver a copy to Seller, a title commitment (the “Title Commitment”) for a standard form ALTA Owner’s Policy of Title Insurance (the “Title Policy”) in the amount of the Purchase Price, issued by the Escrow Agent on behalf of the Title Company, insuring good and marketable fee simple title to the Property, together with legible copies of all exceptions listed therein. Purchaser shall have five (5) days following its receipt of the Title Commitment and legible copies of all exceptions listed therein, to deliver to Seller written notice of Purchaser’s objections to title (the “Title Objection Letter”). Seller shall have the right, but not the obligation, to cure Purchaser’s objections to title; subject, however, to Seller’s obligation to remove all “Monetary Liens” (as defined below) by Closing (other than liens caused by Purchaser and non-delinquent real property taxes and assessments and non-delinquent assessments under any existing recorded declaration of restrictions, which shall be prorated as provided herein). Seller shall notify Purchaser in writing within ten (10) days prior to the Closing Date concerning which title objections, if any, Seller has agreed to cure. In the event that Seller does not undertake to cure all of the objections in the Title Objection Letter to Purchaser’s reasonable satisfaction (or does not timely respond to the Title Objection Letter), then Purchaser shall have the right for five (5) days after receipt of Seller’s response to the Title Objection Letter (or five (5) days following the expiration of the period within which Seller was to so respond) to either (i) waive any such title objection in writing and proceed to Closing (in which event such waived title objection shall be deemed to be a Permitted Encumbrance), or (ii) terminate this

Agreement upon written notice to Seller and receive an immediate refund of the Earnest Money (less any title and escrow cancellation fees), without the consent or joinder of Seller being required and notwithstanding any contrary instructions which might be provided by Seller, in which event neither Party hereto shall have any further rights or obligations under this Agreement except for the Surviving Obligations. Purchaser's failure to give any notice within such period shall be deemed an election to waive any such title objection and proceed to Closing (in which event such waived title objection shall be deemed to be a Permitted Encumbrance). All exceptions set forth in Schedule B of the Title Commitment which are not objected to by Purchaser (including matters initially objected to by Purchaser which objections are subsequently waived) are herein collectively called the "**Permitted Encumbrances**". In the event that any update to the Title Commitment indicates the existence of any new liens, encumbrances or other defects or exceptions (the "**Unacceptable Encumbrances**") which were not shown in the initial Title Commitment and that are unacceptable to Purchaser, in its sole discretion, Purchaser shall within five (5) days after receipt of any such update to the Title Commitment notify Seller in writing of its objection to any such Unacceptable Encumbrance (the "**Unacceptable Encumbrance Notice**"). Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to take any steps or bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of the Unacceptable Encumbrances; provided, however, that Seller shall, prior to Closing, eliminate by paying, bonding around or otherwise discharging in a manner reasonably satisfactory to Purchaser any mortgages, deeds of trust, deeds to secure debt, mechanics' liens or monetary judgments that appear on the Title Commitment that arise by, through or under Seller ("**Monetary Liens**"). In the event Seller is unable, unwilling or for any reason fails to eliminate or modify all of the Unacceptable Encumbrances to the reasonable satisfaction of Purchaser (other than the Monetary Liens required to be removed by Seller in accordance with the preceding sentence), Purchaser may terminate this Agreement by delivering notice thereof in writing to Seller by the earliest to occur of (i) the Closing Date, (ii) five (5) days after Seller's written notice to Purchaser of Seller's intent to not cure one or more of such Unacceptable Encumbrances, or (iii) ten (10) days after the Unacceptable Encumbrance Notice, in the event Seller does not timely respond thereto. Upon a termination of this Agreement pursuant to the immediately preceding sentence, the Earnest Money shall be returned to Purchaser (less any title and escrow cancellation fees), without the consent or joinder of Seller being required and notwithstanding any contrary instructions which might be provided by Seller, and neither Party shall have any further rights or obligations hereunder other than the Surviving Obligations.

4.2 Inspection. During the Approval Period, at any time and from time to time during normal business hours, provided, however, that Purchaser shall first give Seller not less than 48 hours oral or written notice of its intention to enter upon the Property, Purchaser may reasonably inspect, test, and survey the Property and any and all portions thereof, including physical and mechanical inspections. Purchaser shall pay when due all fees and expenses incurred in the performance of any such inspections, tests or observations. Purchaser shall not alter or damage the Property in any material way or permit any liens to be filed against the Property in connection with such tests or inspections and shall, in any event, promptly repair and restore any such altered area before expiration of the Approval Period. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligations under this paragraph shall survive any termination of the Agreement. Notwithstanding the foregoing, Purchaser must obtain Seller's prior written approval of the scope and method of any environmental testing or investigation (other than a Phase I environmental site assessment, which shall require no consent or approval of any kind), prior to Purchaser's commencement of such inspections or testing. If Purchaser wishes to conduct any environmental testing of the Property, Purchaser shall submit a work plan to Seller for Seller's prior written approval, which Seller may modify, limit or disapprove in its sole and absolute discretion. Otherwise, Seller shall cooperate in good faith with Purchaser, Purchaser's agents and independent contractors in connection with all such inspections, tests and surveys, and making available during normal business hours all relevant personnel to answer any questions which Purchaser may have regarding the Property. Purchaser, at Purchaser's sole expense, shall repair any and all damage resulting from any of

the tests, studies, inspections and investigations performed by or on behalf of Purchaser pursuant to this Section 4.2, and Purchaser shall indemnify, defend and hold Seller harmless from and against all claims for bodily injury or property damage which may be asserted against Seller arising out of the tests, studies, inspections and investigations performed by Purchaser hereunder, which obligation of indemnification shall survive the Closing or termination of this Agreement. Prior to any entry onto the Property by Purchaser or any of its agents, Purchaser shall furnish Seller with evidence that Purchaser maintains a policy of general liability insurance (including death, personal injury and property damage) and providing premises/operations coverage included under the per occurrence/general aggregate coverage, having a combined single limit liability of not less than \$1,000,000, naming Seller as an additional insured. In no event shall Purchaser or Purchaser's Agents have the right to place any materials or equipment on the Property (including signs or other advertising material) until after the Closing has occurred. Seller shall promptly be provided with a copy of any and all information, materials and data that Purchaser and/or Purchaser's agents discover, obtain or generate in connection with or resulting from its inspections and work under this Section, provided, however, Purchaser shall not be required to deliver to Seller internally prepared reports, appraisals, or analysis concerning the valuation or potential performance of the Property, marketing studies, architectural plans or drawings, or any documents or materials which are subject to attorney-client or attorney work product privilege or which are the subject of a confidentiality obligation of the Purchaser. Any reports or other documents delivered by Seller to Purchaser pursuant to this Section shall be delivered without representation or warranty, nor shall Seller assert any warranty or rights against consultants of Purchaser who have prepared such reports.

4.3 Seller's Representations and Warranties.

(a) Seller represents and warrants to Purchaser that:

(i) Subject to obtaining the approval of the Las Vegas City Council, Seller has the full right, power, and authority, without the joinder of any other person or entity, to enter into, execute and deliver this Agreement, and to perform all duties and obligations imposed on Seller under this Agreement,

(ii) Neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller or any of Seller's assets is bound,

(iii) This Agreement and all instruments, documents and agreements to be executed by Seller in connection with this Agreement are or when delivered shall be duly authorized, executed and delivered by Seller and are valid, binding and enforceable obligations of Seller, subject to obtaining the approval of the Las Vegas City Council. Each individual executing this Agreement on behalf of Seller represents and warrants to Purchaser that he or she is duly authorized to do so and that Seller has authorized the City Manager and Real Estate Manager for the City of Las Vegas to execute any documents, as approved as to form by the City Attorney, related to the conveyance of the Property and to finalize this transaction,

(iv) Seller has no knowledge of, and has not received any written notice of, any violation of any governmental requirements (including "Environmental Requirements", as defined below) concerning the Property, which have not been remedied,

(v) Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended,

(vi) To Seller's knowledge, at Closing there will be no unpaid bills or claims in connection with any repair of the Property by or on behalf of Seller that could result in the filing of a lien against the Property,

(vii) Seller has no knowledge, and has received no notice, regarding any environmental contamination on, at or adjacent to the Property,

(viii) Seller has not received any written or verbal notice or request from any insurance company or board of fire underwriters (or any organization exercising functions similar thereto) requesting the performance of any work or alterations with respect to the Property, except those as to which Seller has completed remedial action which has been formally accepted as sufficient by such authority or insurer,

(ix) There are no employment agreements of any kind to which Seller is a party, including union or collective bargaining agreements, which will be binding on Purchaser after the Closing,

(xi) Any and all uses of the phrase, "to Seller's knowledge" or other references to Seller's knowledge in this Agreement, shall mean the actual, present, conscious knowledge of the Las Vegas City Manager (the "**Seller Knowledge Individual**") as to a fact at the time given without any investigation or inquiry. Without limiting the foregoing, Purchaser acknowledges that the Seller Knowledge Individual has not performed and is not obligated to perform any investigation or review of any files or other information in the possession of Seller, or to make any inquiry of any persons, or to take any other actions in connection with the representations and warranties of Seller set forth in this Agreement. Neither the actual, present, conscious knowledge of any other individual or entity, nor the constructive knowledge of the Seller Knowledge Individual or of any other individual or entity, shall be imputed to the Seller Knowledge Individual, and

(xii) Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Executive Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "**Foreign Asset Orders**"). Neither Seller nor any beneficial owner of Seller (1) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Foreign Asset Orders (such lists are collectively referred to as the "**OFAC Lists**") or (2) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Foreign Asset Orders; or (3) is owned or controlled by, or acts for or on behalf of, any person on the OFAC Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Foreign Asset Orders, or any other anti-terrorism or anti-money laundering laws or regulations, including, without limitation, the Bank Secrecy Act, as amended, or the Money Laundering Control Act of 1986, as amended.

(b) For purposes of this Agreement, "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("**CERCLA**") or any regulations promulgated under CERCLA; (ii) any "hazardous

waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("**RCRA**") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) any radioactive material, including any "source material", "special nuclear material" or "byproduct material", as now or hereafter defined in 42 U.S.C. §2011 et seq.; and (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under "Environmental Requirements" (as defined below) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass. Further, for purposes of this Agreement, "**Environmental Requirements**" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

4.4 Purchaser's Representations and Warranties.

(a) Purchaser represents and warrants to Seller that:

(i) Purchaser represents and warrants to Seller that Purchaser is duly organized and validly existing under the laws of the State of Nevada and is qualified to do business in the State of Nevada. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Purchaser warrants that it has disclosed, on the form attached hereto as **Exhibit "C"**, all principals, including partners or members, of Purchaser, as well as all persons and entities holding more than one percent (1%) interest in Purchaser or any principal, partner or member of Purchaser. Purchaser shall provide City with written notification of any material change in the above disclosure within fifteen (15) days of any such change at any time prior to the Closing.

(ii) This Agreement and all agreements, instruments and documents herein provided to be executed by Purchaser are duly executed by and are binding upon Purchaser, and that Purchaser has the capacity and authority to enter into this Agreement and nothing prohibits or restricts the right or ability of Purchaser to proceed with the Closing of the transaction contemplated hereunder and to carry out its terms,

(iii) The individuals executing this Agreement for Purchaser on behalf of any corporation, limited partnership or limited liability company represent that they have been duly authorized to execute this Agreement on behalf of and to bind such corporation, limited partnership or limited liability company,

(iv) There are no judgments outstanding against Purchaser or petitions, suits, claims, causes of actions or moratoria or any other proceedings pending or to Purchaser's knowledge, threatened against Purchaser before any court or other governmental, administrative, regulatory, adjudicatory, or arbitral body of any kind, which if decided adversely to the Purchaser would adversely affect Purchaser's ability to perform the obligations of the Agreement;

(v) Purchaser has not (1) made a general assignment for the benefit of creditors, (2) filed any petition in bankruptcy, (3) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (4) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (5) admitted in writing its inability to pay its debts as they become due, or (6) made an offer of settlement, extension or composition to its creditors generally;

(vi) Purchaser is not, and to Purchaser's knowledge, each person or entity owning an interest in Purchaser is not, nor prior to Closing or the earlier termination of this Agreement, will become, a person or entity with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (each a "**U.S. Person**") is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States laws, regulations, executive orders, lists published by OFAC including those executive orders and lists published by OFAC with respect to persons or entities that have been designated by executive order or by the sanction regulations of OFAC as persons or entities with whom U.S. persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Purchaser is not, and to Purchaser's knowledge, each person or entity owning an interest in Purchaser is not, an Embargoed Person (as defined below) and to Purchaser's knowledge, none of the funds or other assets of Purchaser constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder, and

(vii) Except as otherwise expressly provided in this Agreement:

(1) There are no representations or warranties of any kind whatsoever, express or implied, made by Seller in connection with this Agreement, the purchase of the Property by Purchaser, the physical condition of the Property, the financial performance of the Property, the compliance of the Property with any applicable governmental requirements, the status of zoning or whether the Property is appropriate for Purchaser's intended use;

(2) On or before the end of the Approval Period, Purchaser will have (or will have chosen not to have) fully investigated the Property and all matters pertaining thereto;

(3) Purchaser is not relying on any statement or representation of Seller, its agents or its representatives nor on any information supplied by Seller, its agents or its representatives, except as expressly provided in this Agreement;

(4) Purchaser, in entering into this Agreement and in completing its purchase of the Property, is relying entirely on its own knowledge of the Property and its investigation of the Property;

(5) On or before the end of the Approval Period, Purchaser will be aware (or will have chosen not to be aware) of all title matters; zoning regulations; other governmental requirements; site and physical conditions; status of entitlements or the ability to obtain entitlements for Purchaser's intended use; potential costs and procedures for operating the Property in the manner intended by Purchaser; potential costs and procedures for developing the Property and constructing Purchaser's intended improvements thereon; the past and potential future financial performance of the Property; the past and possible future compliance of the Property with any applicable governmental requirements; structural, mechanical or other physical conditions of the Property; Hazardous Materials or environmental condition of the Property; soils conditions; status of permits or licenses for the Property; termites or other pests; condition of leases or other contracts relating to the Property; the suitability of the Property for Purchaser's intended use; other matters affecting the use and condition of the Property; and any other contingency or other matter whatsoever; and

(6) Purchaser shall purchase the Property in its as-is condition as of the date of Closing.

The foregoing representations are true and the foregoing warranties and agreements are in full force and effect and binding on Purchaser as of the date hereof (unless otherwise provided hereinabove) and such representations shall be true and such warranties and agreements shall be in full force and effect as of the date and time of Closing.

4.5 Conditions Precedent to Closing. It shall be a condition precedent to the Parties obligations to consummate this transaction that (a) all representations and warranties made herein by Seller and Purchaser are true and correct in all respects as of the Closing Date, and all covenants made by Seller and Purchaser herein are fully complied with, and (b) as of the Closing Date, there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings that could adversely affect the Property, including the operation or value thereof, or either Party's ability to perform its obligations under this Agreement.

4.6 Form of Closing Documents. Except as otherwise specified herein, the closing documents shall be in the form commonly used for similar transactions in Clark County, Nevada.

4.7 Lending Contingency. The Parties acknowledge and agree that the performance of this Agreement by Purchaser is not contingent upon Purchaser securing financing to purchase the Property.

4.8 No Valuation Contingency. The Parties acknowledge and agree that the performance of this Agreement by Purchaser is not contingent upon Purchaser obtaining an appraisal.

5.

COVENANTS OF SELLER

5.1 Insurance. Purchaser understands and agrees that from the Effective Date through and including the Closing Date, Seller will not be required to keep the Property insured (or utilize self-insurance) against fire and other hazards covered by extended coverage endorsement and will not be required to carry commercial general liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

5.2 Operation of Property. Purchaser understands and agrees that from the Effective Date through and including the Closing Date, Seller will operate and maintain the Property in the normal course of Seller's business substantially in accordance with Seller's current practices with respect to the Property.

5.3 Third-Party Contracts. From the Effective Date through and including the Closing Date, Seller agrees to enter into only those third-party contracts in regard to the Property which are necessary to carry out its obligations, which shall be on market terms and cancellable on thirty (30) days written notice or less, without payment of any fee or penalty. Copies of all such contracts so entered into by Seller shall be promptly provided by Seller to Purchaser.

5.4 Obligation to Provide Notices. Seller agrees to promptly provide Purchaser with copies of any and all notices which Seller receives from and after the Effective Date concerning (i) any newly proposed or threatened condemnation of the Property, (ii) any alleged violations of the Property with respect to applicable governmental laws or requirements, (iii) any new litigation filed or threatened against Seller relating to the Property, or (iv) any other matter that Seller reasonably determines adversely affects, or potentially could adversely affect, the Property.

6.
CLOSING

6.1 Closing. Assuming that all conditions to closing have been satisfied and this Agreement has not otherwise been terminated, the consummation of the transaction contemplated hereby (the "Closing") shall be held at the offices of the Escrow Agent, located at the address set forth in Section 3.1(A) hereof, on the date (the "Closing Date") that is on or before August 17, 2026. Seller and Purchaser agree that the Closing shall be consummated through an escrow closing with the Escrow Agent acting as escrow agent, and neither party need be present at Closing. This Agreement shall serve as the instructions to the Escrow Agent for consummation of the purchase and sale contemplated hereby. Seller and Purchaser agree to promptly execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control as between Seller and Purchaser (but not the Escrow Agent) unless such supplementary escrow instructions expressly state that they are intended to prevail over or amend this Agreement.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing.

6.3 Proration. All real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs, shall be prorated to the Closing Date, with Purchaser receiving the benefits and burdens of ownership on the Closing Date. To the extent any such real estate taxes, personal property taxes and other assessments with respect to the Property are unknown or otherwise not accounted for at Closing, Seller's obligation to pay its prorata share of said amounts (as calculated in accordance with the previous sentence) to Purchaser shall survive Closing. Utilities shall be cancelled by Seller and reestablished in Purchaser's name on the Closing Date; otherwise utilities shall be prorated at Closing.

(a) If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year, including all matters appearing on the tax bill for such year, whether ad valorem or non-ad valorem, applied to the latest assessed valuation. The proration shall allow for any available discount. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property are fixed for the

year in which the Closing occurs, the Parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment, which obligation expressly shall survive Closing.

(c) Seller shall pay all assessments, contributions, fees and related charges required to be paid upon transfer of the Property pursuant to any declaration or restriction affecting the Property.

(d) In the event any prorations made at Closing pursuant to this Section 6.3 are determined after Closing to be incorrect, the Parties agree to promptly correct such error; provided, however, that demand for such accounting and reconciliation must be made within one (1) year after the Closing.

(e) The prorations shall be made as of 12:01 a.m. on the Closing Date on the basis of a 365-day year. At least five (5) business days prior to the Closing Date, Escrow Agent shall deliver to Seller and Purchaser a tentative proration schedule setting forth a preliminary determination.

The terms and provisions of this Section 6.3 shall expressly survive Closing.

6.4 Closing Costs and Credits. Purchaser shall pay, on the Closing Date, (a) any and all escrow fees and other customary charges of the Escrow Agent, (b) all recording costs relating to the Deed, (c) all title insurance costs relating to the standard ALTA Title Policy in the amount of the Purchase Price and all title insurance costs relating to extended ALTA title insurance coverage and any endorsements thereto, (d) all applicable real property transfer taxes relating to the transfer of the Property, and (e) the fees of Purchaser's counsel. Seller shall pay, on the Closing Date, (u) the fees of Seller's counsel. Other prorations and credits shall be in accordance with Escrow Agent's standard practice for similar transactions in Clark County, Nevada.

6.5 Seller's Obligations at the Closing. At the Closing, or at such other time as indicated below, Seller shall take such action as the Escrow Agent reasonably requires to consummate the transactions made the subject of this Agreement and shall deliver to Escrow Agent the following:

(a) Deed. A Grant, Bargain and Sale Deed (the "Deed"), in the form attached to this Agreement as Exhibit "B", conveying the Property to Purchaser subject only to the Permitted Encumbrances. The description of the Land provided with the Title Policy shall be the description used in the Deed.

(b) Evidence of Authority. Such organizational and authorizing documents of Seller as shall be reasonably required by the Escrow Agent to evidence Seller's authority to consummate the transactions contemplated by this Agreement.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(d) Affidavit. An affidavit in the form required by the Escrow Agent to remove any standard exceptions from the Title Policy, including mechanics' liens, parties in possession and similar matters.

(e) Declaration of Value Form. A State of Nevada Declaration of Value Form, which shall be recorded with the Deed at Closing.

(f) Seller's Closing Statement. A Seller's Closing Statement, in conformity with the terms of this Agreement, and otherwise in form satisfactory to Seller.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to the Escrow Agent the following:

(a) Purchase Price. The Purchase Price (net of Earnest Money to be applied against the Purchase Price, and subject to adjustment in connection with prorations, credits and charges hereunder), payment of which shall be made by wire transfer of immediately available funds to the account of the Escrow Agent.

(b) Evidence of Authority. Such organizational and authorizing documents of Purchaser as shall be reasonably required by the Escrow Agent to evidence Purchaser's authority to consummate the transactions contemplated by this Agreement.

(c) Purchaser's Closing Statement. A Purchaser's Closing Statement, in conformity with the terms of this Agreement, and otherwise in form satisfactory to Purchaser.

(d) All Other Documents. All other documents required to be executed and/or delivered by Purchaser pursuant to the terms of this Agreement.

7.
RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take all or any portion of the Property, by eminent domain proceedings or by deed in lieu thereof, Purchaser may either at or prior to Closing (a) terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser (less any title and escrow cancellation fees), without the consent or joinder of Seller being required and notwithstanding any contrary instructions which might be provided by Seller, and neither Party shall have any further rights or obligations hereunder, other than the Surviving Obligations, or (b) consummate the Closing, in which latter event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Purchaser at the Closing and there shall be no reduction in the Purchase Price.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property suffers any damage equal to or in excess of Seventy Five Thousand and no/100 Dollars (\$75,000.00) prior to the Closing from fire or other casualty, Purchaser may either at or prior to Closing (a) terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser (less any title and escrow cancellation fees), without the consent or joinder of Seller being required and notwithstanding any contrary instructions which might be provided by Seller, and neither Party shall have any further rights or obligations hereunder, other than the Surviving Obligations, or (b) consummate the Closing. If the Property suffers any damage less than Seventy Five Thousand and no/100 Dollars (\$75,000.00) prior to the Closing, Purchaser will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage, including any and all rent loss insurance proceeds relating to the period from and after the Closing Date, plus receive a credit against the Purchase Price in an amount equal to the sum of (i) Seller's deductible under its insurance policy, and (ii) the amount of any uninsured or underinsured loss, and there shall be no other reduction in the Purchase Price.

8.
DEFAULT

8.1 Breach by Seller. Subject to Section 8.3 below, in the event that Seller fails to consummate this Agreement for any reason other than any other provision of this Agreement that otherwise relieves the Seller of the obligation to convey the Property, Purchaser's default, or a termination of this Agreement by Purchaser or Seller pursuant to a right to do so under the provisions hereof, Purchaser shall be entitled to either (i) pursue the remedy of specific performance of Seller's obligations under this Agreement; provided, however, that in the event specific performance for any reason is not available, then Purchaser shall be entitled to recover damages from Seller as described in Section 8.1(ii) below, or (ii) terminate this Agreement, receive a refund of the Earnest Money (less any title and escrow cancellation fees) and the Purchaser's Premium, and, at Purchaser's option, pursue an action against Seller to recover any and all actual, reasonable, documented third-party out-of-pocket costs incurred in connection with the Purchaser's investigation of the Property (including reasonable legal fees, actual costs of environmental testing, inspection costs and other similar third-party costs), in an amount not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00), incurred directly by Purchaser in connection with the transaction contemplated by this Agreement, and no other damages, consequential and/or punitive damages. Purchaser shall be deemed to have elected to terminate this Agreement and receive back the Earnest Money and its reimbursable costs if Purchaser fails to file suit for a specific performance against Seller in a state court having jurisdiction in the county and state in which the Property is located on or before ninety (90) days following the date on which the Closing was to have occurred. If Purchaser elects to obtain a refund of the Earnest Money and reimbursement of its costs and expenses pursuant to clause (ii) above, Purchaser shall irrevocably be deemed to have waived (and hereby does waive) any right it would otherwise have to seek or obtain the specific performance of this Agreement by Seller or any other equitable relief, and if Purchaser brings an action to obtain the refund referenced above or otherwise relating to the rights and remedies of the parties under this Agreement, Purchaser hereby agrees that any such action will not be an action concerning real property or affecting the title or the right of possession of real property, and Purchaser shall irrevocably be deemed to have waived (and hereby does waive) any right Purchaser may otherwise have to record a notice of the pendency of any such action. If Purchaser elects to enforce specific performance of Seller's obligations pursuant to clause (i) above, Purchaser shall be deemed to have waived (and hereby does waive) its right to obtain a refund of the Earnest Money, reimbursement of its costs described in clause (ii) above, or any other monetary damages. Purchaser hereby waives the benefit of any law which would allow Purchaser any right or remedy inconsistent with this section.

8.2 Breach by Purchaser. Subject to Section 8.3 below, in the event that Purchaser breaches any of its covenants, representations or warranties set forth in this Agreement, including failure by Purchaser to consummate this Agreement for any reason, other than Seller's default or a termination of this Agreement by Purchaser or Seller pursuant to a right to do so under the provisions hereof, Seller, as its sole and exclusive remedy, may terminate this Agreement and thereupon shall be entitled to receive the Earnest Money and Purchaser's Premium as liquidated damages (and not as a penalty). Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and Seller and Purchaser agree that the Earnest Money represents a reasonable forecast of such damages. The foregoing liquidated damages shall not limit Seller's right to recover reasonable attorney's fees and court costs in connection with the enforcement or defense of Seller's rights under this Agreement or Purchaser's Surviving Obligations under this Agreement. Purchaser and Seller acknowledge that the damages provided for herein are fair and reasonable under all of the circumstances.

8.3 Notice and Cure. In the event Seller or Purchaser fails to perform any of its obligations under this Agreement, the non-defaulting Party shall provide the defaulting Party with written notice and

five (5) business days to cure such default, prior to pursuing any remedies available with respect to such default; provided, however, that (i) no such notice and cure shall be provided with respect to a Party's default with respect to any Party's anticipatory breach of this Agreement, and (ii) in no event shall any such notice and cure period result in an extension of the Closing Date.

9.
MISCELLANEOUS

9.1 Notices. All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, addressed to such party at the address specified below, or (d) on the date delivered by facsimile to the respective numbers specified below, provided confirmation of facsimile is received and further provided any such facsimile notice shall be sent by one of the other permitted methods of providing notice on the next succeeding business day. Phone numbers are listed for information only. For purposes of this Section 9.1, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular party whose address is to be changed):

If to Seller: CITY OF LAS VEGAS
Attn: Teresa Boyce
495 South Main Street, Fifth Floor
Las Vegas, Nevada 89101
Telephone: (702) 229-1022
tboyce@LasVegasNevada.gov

with copies to: CITY OF LAS VEGAS ATTORNEY'S OFFICE
Attn: John S. Ridilla, Esq.
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Telephone: (702) 229-6629
Facsimile: (702) 386-1749
jridilla@LasVegasNevada.gov

If to Purchaser: _____

Las Vegas, Nevada 89_____
Attn: _____
Tel: (702) _____ (direct)
Fax: (702) _____ (direct fax)
E-mail: _____

with copies to: _____

Las Vegas, Nevada 89_____
Attn: _____
Tel: (702) _____ (direct)
Fax: (702) _____ (direct fax)
E-mail: _____

If to Escrow Agent: Old Republic Title Company of Nevada
Attn: Michele Dowell
4730 S. Fort Apache Road, Suite 100
Las Vegas, Nevada 89147
Tel: (702) 313-2088 (direct)
Fax: (702) 991-1005 (direct fax)
E-mail: dowellteam@ortc.com

9.2 Real Estate Commissions. Except for the Internet website auction and corresponding Purchaser's Premium, neither Seller nor Purchaser has authorized any broker or finder to act on any Party's behalf in connection with the sale and purchase hereunder and neither Seller nor Purchaser has dealt with any broker or finder purporting to act on behalf of any other party. Purchaser agrees to indemnify, defend and hold harmless Seller from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Purchaser or on Purchaser's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Seller agrees to indemnify, defend and hold harmless Purchaser from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Seller or on Seller's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 9.2 shall survive the Closing or any earlier termination of this Agreement.

9.3 Entire Agreement. This Agreement contains the entire integrated agreement between the Parties respecting the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or in writing, between or among the Parties to this Agreement relating to the subject matter of this Agreement that are not fully expressed in this Agreement. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to those terms and they may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement. The Parties further intend that this Agreement constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

9.4 Amendment. No amendment to this Agreement, no waiver of compliance with any provision or condition hereof, and no consent provided for herein will be effective unless evidenced by an instrument in writing executed by both Parties; and with regards to Seller by (i) the Mayor of the City of Las Vegas, with City Council approval, if the modification, alteration, or revision will require the Seller to expend more than \$50,000 to carry out the change, or (ii) the City Manager or Real Estate Manager for the City of Las Vegas, if the modification, alteration, or revision will require the Seller to expend less than \$50,000 to carry out the change, or merely revises the language of the Agreement without any impact on the amount of funds required of Seller. No waiver by either party or any condition or other

breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall be deemed to be, or construed as, a waiver of any other condition or of the breach of any other term, representation, covenant, or warranty contained in this Agreement.

9.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

9.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Friday, Saturday, Sunday or legal holiday under the laws of the United States or the State of Nevada, then, in such event, the final date of such period shall be extended to the next day which is not a Friday, Saturday, Sunday or legal holiday.

9.7 Governing Law. This Agreement is entered into under the laws of the State of Nevada and the rights and obligations of these Parties will be governed and determined according to the laws of the State of Nevada. Any action or proceedings against any of the Parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent state courts of Nevada, County of Clark, and the Parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

9.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, Purchaser may assign its rights and obligations under this Agreement to any "Affiliate" of Purchaser, provided, that any such Affiliate shall agree, in writing, to be bound by the terms and conditions of this Agreement. For purposes of this Section, an "Affiliate" of Purchaser shall mean (i) any natural person or legal entity that, directly or indirectly, controls Purchaser, or (ii) any natural person or legal entity which is controlled, either directly or indirectly, by Purchaser. Seller may assign its rights under this Agreement to any "Affiliate" of Seller, and thereafter shall be relieved of all future liability under this Agreement. For purposes of this Article, an "Affiliate" of Seller shall mean (i) any natural person or legal entity which is controlled, either directly or indirectly, by Seller, or (ii) any natural person or legal entity which is under common control, either directly or indirectly, with Seller. Except as provided in this Section, neither Purchaser nor Seller shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, delayed or conditioned.

9.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the Party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees and costs incurred in such suit.

9.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with

each Party's signature. Facsimile and/or electronic signature pages shall be effective for purposes of this Section 9.11.

9.12 Effective Date. For purposes of this Agreement, the "**Effective Date**" shall mean the later of the dates that this Agreement has been executed by Seller and Purchaser, as indicated on the signature page hereof, unless this Agreement is executed by Seller and Purchaser on the same date, in which event such same date shall constitute the Effective Date.

9.13 Exhibits. The following schedules and exhibits are attached to this Agreement and incorporated herein by this reference and made a part hereof for all purposes:

- (a) Exhibit "A", Legal description of the Land
- (b) Exhibit "B", Form of the Deed
- (c) Exhibit "C", Certificate - Disclosure Of Ownership/Principals

9.14 Tax-Deferred Exchange. Either Party may consummate the purchase or sale (as applicable) of the Property as part of a so-called like kind exchange (an "**Exchange**") pursuant to § 1031 of the Internal Revenue Code, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of an Exchange be a condition precedent or condition subsequent to the exchanging Party's obligations under this Agreement, (b) the exchanging Party shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary, (c) neither Party shall be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating an Exchange desired by the other Party; and (d) the exchanging Party shall pay any additional costs that would not otherwise have been incurred by the non-exchanging Party had the exchanging party not consummated the transaction through an Exchange and indemnify the other Party from and against all losses or damages sustained as a result of the Exchange. Neither Party shall by this Agreement or acquiescence to an Exchange desired by the other Party have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to the exchanging party that its Exchange in fact complies with §1031 of the Code.

9.15 Public Records. Seller is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Seller's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

9.16 AS-IS. Notwithstanding anything to the contrary contained in this Agreement:

(a) PURCHASER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER AGREES THAT IT IS NOT RELYING ON ANY STATEMENT, REPRESENTATION OR WARRANTY MADE BY SELLER.

(b) AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER AND THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS HEREUNDER, PURCHASER, AS OF EACH OF THE EFFECTIVE DATE AND THE CLOSING, DOES HEREBY ACKNOWLEDGE, REPRESENT, WARRANT AND AGREE, TO AND WITH THE SELLER, THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT:

- (1) PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS, AS OF THE DATE OF THE CLOSING WITH RESPECT TO ANY FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS;
- (2) SELLER HAS NO OBLIGATION TO REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR COMPENSATE PURCHASER FOR SAME. SELLER ALSO HAS NO OBLIGATION TO FUND ANY PRIVATE AND/OR PUBLIC INFRASTRUCTURE OR COMPENSATE PURCHASER FOR SAME;
- (3) BY THE CLOSE OF ESCROW, PURCHASER SHALL HAVE UNDERTAKEN ALL SUCH PHYSICAL INSPECTIONS AND EXAMINATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY OR APPROPRIATE UNDER THE CIRCUMSTANCES, AND THAT BASED UPON SAME, PURCHASER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS AGENTS AND OFFICERS (AND NOT UPON ANY REPRESENTATIONS OR WARRANTIES OF SELLER), AND PURCHASER IS AND WILL BE FULLY SATISFIED THAT THE PURCHASE PRICE IS FAIR AND ADEQUATE CONSIDERATION FOR THE PROPERTY;
- (4) SELLER IS NOT MAKING AND HAS NOT MADE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ALL OR ANY PART OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, ANY MATTERS CONTAINED IN DOCUMENTS MADE AVAILABLE OR DELIVERED TO PURCHASER IN CONNECTION WITH THIS AGREEMENT);
- (5) IN FURTHERANCE OF, AND NOT IN LIMITATION OF, THE FOREGOING, SELLER HAS AND HEREBY SPECIFICALLY DISCLAIMS, AND NEITHER IT NOR ANY OTHER PERSON IS MAKING, ANY REPRESENTATION, WARRANTY, ASSURANCE, PROMISE, COVENANT, AGREEMENT OR GUARANTY WHATSOEVER TO PURCHASER AND NO WARRANTIES, REPRESENTATIONS, ASSURANCES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARE MADE BY SELLER OR RELIED UPON BY PURCHASER WITH RESPECT TO THE PROPERTY (OR ANY PORTION THEREOF), THE STATUS OF TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN, LEASING OR MARKETABILITY OF THE PROPERTY, OR ANY PORTION THEREOF;
- (6) THE FOREGOING DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, ASSURANCES, PROMISES, COVENANTS, AGREEMENTS AND GUARANTEES INCLUDE, BUT ARE NOT LIMITED TO, DISCLAIMERS IN CONNECTION WITH, AND/OR WITH RESPECT TO, THE FOLLOWING MATTERS (ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED BY SELLER, AND ALL OF WHICH PURCHASER HEREBY ACKNOWLEDGES IT IS NOT RELYING UPON):
 - (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR MARKETABILITY,
 - (ii) ANY IMPLIED OR EXPRESS WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

(iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS,

(iv) ANY RIGHTS OF PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION,

(v) ANY CLAIM BY PURCHASER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE IMPROVEMENTS OR THE TANGIBLE PERSONAL PROPERTY (IF ANY) RELATING TO THE PROPERTY,

(vi) THE FINANCIAL CONDITION OR PROSPECTS OF THE PROPERTY AND,

(vii) LEASES OR OCCUPANCY AGREEMENTS WITH RESPECT TO THE PROPERTY OR THE ABILITY TO LEASE THE PROPERTY OR ANY PORTION THEREOF,

(viii) THE COMPLIANCE OR LACK THEREOF OF THE PROPERTY OR ANY PORTION THEREOF (OR THE OPERATION THEREOF) WITH GOVERNMENTAL OR QUASI-GOVERNMENTAL LAWS, RULES, ORDINANCES OR REGULATIONS (INCLUDING, WITHOUT LIMITATION, ANY ZONING LAWS, ORDINANCES OR REQUIREMENTS),

(ix) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY,

(x) THE CONSTRUCTION OF THE IMPROVEMENTS OR WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN,

(xi) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY OR RELATING THERETO,

(xii) THE INCOME TO BE DERIVED FROM THE PROPERTY,

(xiii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON,

(xiv) THE COMPLIANCE OF OR BY THE PROPERTY (OR THE OPERATION THEREOF) WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY OTHER BODY HAVING JURISDICTION THEREOVER,

(xv) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY,

(xvi) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R.,

(xvii) ANY MATTERS RELATING TO HAZARDOUS MATERIALS, OR ENVIRONMENTAL REQUIREMENTS, AND

(xviii) THE ADEQUACY OF PARKING IN CONNECTION WITH THE PROPERTY.

(7) BY REASON OF ALL OF THE FOREGOING, PURCHASER SHALL ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY, AND PURCHASER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELEASES SELLER AND ALL OF ITS AFFILIATES AND PARTNERSHIPS, OFFICERS, DIRECTORS, ELECTED OFFICIALS, PROPERTY MANAGERS, ASSET MANAGERS, INVESTMENT ADVISERS, MANAGERS, SHAREHOLDERS, PARTNERS, MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS AND EACH OF THEM (INDIVIDUALLY AND COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND ALL CLAIMS AGAINST SELLER AND/OR THE RELEASED PARTIES WITH RESPECT TO THE PROPERTY OR MATTERS RELATING TO THE PROPERTY (INCLUDING WITHOUT LIMITATION:

(i) THE CONDITION, VALUATION, MARKETABILITY OR UTILITY OF THE PROPERTY,

(ii) IN CONNECTION WITH ANY LEASES OR OCCUPANCY AGREEMENTS RELATING TO THE PROPERTY,

(iii) ANY RIGHTS OF PURCHASER UNDER ENVIRONMENTAL LAWS OR OTHER SIMILAR LAWS, AND

(iv) IN CONNECTION WITH LATENT, PATENT, ALLEGED OR ACTUAL DESIGN OR CONSTRUCTION DEFICIENCIES OR DEFECTS (WHETHER RESULTING FROM ANY ACTS OR OMISSIONS OF SELLER, ANY SELLER PARTY, ANY PRIOR OWNER OF ALL OR ANY PORTION OF THE PROPERTY, OR ANY OTHER PARTY).

(8) PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER AND RELEASE INCLUDES ALL CLAIMS OF PURCHASER (AND ANY PERSON OR ENTITY CLAIMING BY, OR THROUGH, PURCHASER) AGAINST SELLER AND/OR ANY OTHER RELEASED PARTIES PERTAINING TO THE PROPERTY, WHETHER HERETOFORE OR NOW EXISTING OR HEREAFTER ARISING, OR WHICH COULD, MIGHT, OR MAY BE CLAIMED TO EXIST, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, LIQUIDATED OR UNLIQUIDATED, EACH AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, WHICH IN ANY WAY ARISE OUT OF, OR ARE CONNECTED WITH, OR RELATE TO, THE PROPERTY. THE FOREGOING RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE OF WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE TO SELLER AND/OR THE OTHER RELEASED PARTIES. IN CONNECTION AND TO THE EXTENT PERMITTED BY LAW, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT, AS OF EACH OF THE EFFECTIVE DATE AND THE CLOSING, PURCHASER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND PURCHASER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT PURCHASER NEVERTHELESS HEREBY

INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER AND THE OTHER RELEASED PARTIES FROM ANY SUCH UNKNOWN CLAIMS. THE FOREGOING WAIVERS AND RELEASES BY PURCHASER SHALL SURVIVE (A) THE CLOSING AND THE RECORDATION OF THE DEED, AND SHALL NOT BE DEEMED MERGED INTO THE DEED UPON ITS RECORDATION, AND/OR (B) ANY TERMINATION OF THIS AGREEMENT.

(c) PURCHASER HEREBY INITIALS THIS SECTION TO SPECIFICALLY INDICATE THAT IT HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENTS, ASSUMPTION OF RISK, RELEASE AND WAIVER AS PROVIDED IN THIS SECTION.

Purchaser's Initials

9.18 Further Acts. Each Party agrees to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

9.19 Non-Liability of City Officials and Employees. It is agreed by and between the Parties of this Agreement, that in no event shall any official, officer, employee, or agent of Seller in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

9.20 Force Majeure. Subject to any express limitations set forth in this Agreement, any period of time or deadline for a party's actions or performance pursuant to this Agreement shall be extended by a period equal to the time that such action or performance is actually delayed by any "force majeure" delay. "Force majeure" delay, as used herein, means delay resulting from causes beyond the reasonable control of a party, including, without limitation, any delay caused by fire, flood, inclement weather (excluding, however, reasonably anticipated weather delays), epidemic, pandemic, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, sabotage, blockage, embargo, earthquake, or other natural disaster.

9.21 Reserved.

9.22 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

9.23 Waiver. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement or of any warranty or representation hereunder by another Party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any such breach by another Party shall be deemed to be a waiver of any further or continuing breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such a breach at the time it accepts such payment or performance. No failure or delay on the part of a Party to exercise any right it may have by the terms hereunder or by law upon the default of another Party, shall operate as a waiver of any default, or as a modification in any respect of the provisions of this Agreement.

9.24 Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

9.25 Time Computations. In computing a period of days for performance or payment as provided hereunder, the first day shall be excluded and the last day shall be included. If the last day of any such period is a Friday, Saturday, Sunday or U.S. or Nevada State legal holiday, the period shall extend to include the next day which is not a Friday, Saturday, Sunday, or U.S. or Nevada State legal holiday. Any performance or payment which must be taken or made by Seller or Purchaser under this Agreement must be taken or made prior to 5:00 p.m. (Las Vegas, Nevada time), of the last day of the applicable period provided hereunder for such action, unless another time is expressly specified. If a date for performance or payment falls on a non-Business Day, the time for performance or payment shall be extended to the next Business Day, and if performance or payment has occurred on such weekend or holiday, it shall be deemed to have occurred on the next Business Day. As used herein, "**Business Day**" means a day other than Friday, Saturday, Sunday, or U.S. or Nevada State legal holiday.

9.26 No Recording. This Agreement shall not be recorded and any recording of this instrument shall be void.

9.27 Conflicts. If there is a conflict between any amendments hereto executed by Seller and Purchaser and the provisions of this Agreement, such executed amendments shall govern.

9.28 Legal Representation. This Agreement is the result of negotiations by and between the Parties hereto and said Parties covenant that both have obtained legal representation in the preparation of this Agreement. Therefore, this Agreement should not be construed against either party as draftsperson.

9.29 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

9.30 Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of this Agreement or any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any Party to this Agreement.

[Signature page to follow and remainder of page intentionally left blank]

THEREFORE, the Parties have read this PURCHASE AND SALE AGREEMENT, have reviewed its contents with each of their respective counsel, understand all of its terms, and execute it voluntarily and with the full knowledge of its significance and with the intent to be bound hereby. The Parties have executed this PURCHASE AND SALE AGREEMENT to acknowledge and consent to all the terms hereof on the date and year first above written.

SELLER:

CITY OF LAS VEGAS

By: _____
Shelley Berkley, Mayor

Date of Signature: _____

PURCHASER:

By: _____
By: _____
Its: _____
Date of Signature: _____

Attest:

Dr. LuAnn D. Holmes, MMC, City Clerk

Date of Signature: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

Council Action: _____, 2025
Item # _____

ACCEPTANCE BY ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of (i) a fully executed copy of this Agreement on the _____ day of _____, 2026, and (ii) the Fifty Thousand and no/100 Dollars (\$50,000.00) Earnest Money deposit on the _____ day of _____, 2026, and agrees to hold and dispose of the Earnest Money in accordance with the provisions of this Agreement. Seller and Purchaser hereby designate the Escrow Agent as the "**Real Estate Reporting Person**" with respect to the transaction contemplated by this Agreement, for purposes of compliance with Section 6045(e) of the Tax Reform Act of 1986, as amended, and the Escrow Agent, by its execution below, hereby accepts such designation.

ESCROW AGENT:

Old Republic Title Company of Nevada

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Being a portion of Amended Parcel 1 of that Parcel Map on file in the Office of the County Recorder, Clark County, Nevada, in File 105 of Parcel Maps, at Page 18, located within the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 7, Township 19 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, being more particularly described as follows:

COMMENCING at the East Sixteenth center Section corner of Section 7, said Township and Range; thence South 00°21'47" East, along the East line of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section 7 a distance of 156.63 feet to the POINT OF BEGINNING: thence continuing South 00°21'47" East, along said East line, 557.12 feet; thence North 36°36'48" West, departing said East line, 774.62 feet; thence North 87°54'02" East, 379.16 feet to point of a cusp of a curve concave Northeasterly having a radius of 790.00 feet, a radial line to said beginning bears South 48°41'36" West; thence Southeasterly, 111.90 feet along said curve through a central angle of 08°06'58" to the POINT OF BEGINNING.

The above metes and bounds legal description appeared previously in that certain Grant Deed, recorded July 13, 2007, as Instrument No. 20070713-0000379, of Official Records, Clark County, Nevada.

APN: 125-07-701-007

EXHIBIT "B"
TO PURCHASE AND SALE AGREEMENT

FORM OF THE DEED

A.P.N. _____
RECORDING REQUESTED BY, PREPARED BY
AND WHEN RECORDED MAIL TO:

Mail Tax Statements to:

GRANT, BARGAIN AND SALE DEED

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____, a _____ ("Grantor"), hereby grants, bargains and sells to _____, a _____ ("Grantee"), with an address of _____, that real property located in Clark County, Nevada and legally described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all appurtenances and hereditaments thereto, including without limitation, all interests, privileges and easements appurtenant thereto.

SUBJECT ONLY TO: those matters set forth on Exhibit "B" attached hereto.

DATED as of this _____ day of _____, 20____.

Grantor

a _____

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ the _____ of _____
_____, a _____, for and on behalf of
_____.

Notary Public

My Commission Expires:

EXHIBIT B
GRANT, BARGAIN AND SALE DEED – Page 3

EXHIBIT “A” (Legal Description)

[Legal Description to Deed to be attached at Closing]

EXHIBIT “B”

[Permitted Exceptions to Deed to be attached at Closing]

EXHIBIT "C"
TO PURCHASE AND SALE AGREEMENT

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

“*City*” means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name:	
Address:	City / ST / Zip:
Telephone:	EIN or DUNS :

Block 2: Description / Subject Matter of Contract

Services for:

Project Number:

Block 3: Type of Business Individual Partnership Limited Liability Company Corporation Trust Other:**Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

Contracting Party Certification (*Notarized signature required in event of contract award per section 4, "Incorporation"*)

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Signature

Date

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Signature