

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Atomic Cocktail LLC						
(Include d.b.a., if applicable)						
Street Address:		917 Fremont		Website:		
City, State and Zip Code:		Las Vegas, NV 89101		POC Name: Lance W. Johns, Esq.		
				Email: ljohns@lawjohns.com		
Telephone No:		702-860-6097		Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

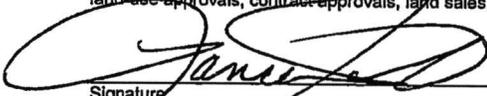
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Lance W. Johns	Manager	97.5%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	Lance W. Johns Print Name
Manager Title	5-2-2023 Date



Department of Real Property Management Property Management and Acquisition Division

500 S Grand Central Pky 4th Fl • Box 551825 • Las Vegas NV 89155-1825
(702) 455-4616 • Fax (702) 455-4055

Lisa Kremer, Director • Shauna Bradley, Deputy Director

April 24th, 2023

VIA CERTIFIED MAIL #

Atomic Cocktail, LLC.
Attn: Lance Johns
917 Fremont Street
Las Vegas, NV 89101

**RE: SECOND CONDITIONAL OFFER TO PURCHASE REAL PROPERTY
(710 SOUTH TONOPAH DRIVE, LAS VEGAS, NV 89106)
ASSESSOR'S PARCEL NUMBER 139-32-803-010**

Dear Property Owner:

Clark County submitted to you a Conditional Offer to Purchase dated April 6, 2023 which is rescinded and is now null and void. Please consider this Clark County's Second Conditional Offer to Purchase Real Property (the "Second Conditional Offer") with respect to the above referenced property, subject to the following terms and conditions.

PARTIES:

This Second Conditional Offer is made by Clark County, a Political Subdivision of the State of Nevada ("County"), to Atomic Cocktail, LLC. ("Seller") (Individually a "Party" and collectively the "Parties").

LOCATION AND DESCRIPTION:

The Property for which this Second Conditional Offer is being made consists of a +/- 20,266 square foot 2-story medical building located on +/- 1.13 acres of developed land (APN 139-32-803-010) with a 136 space parking garage on Tonopah and Wellness Way addressed as 710 S Tonopah Drive Las Vegas, NV 89106, Clark County as further described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

INTEREST TO BE ACQUIRED:

The Second Conditional Offer is for a fee simple interest in the Property, free of liens and encumbrances, subject to only standard title policy printed form exceptions and the permitted exceptions of record, if any.

AMOUNT OF OFFER:

On behalf of the County, the sale and purchase price for the Property shall be a cash offer of Six Million Five Hundred Thousand Dollars (\$6,500,000) ("Purchase Price").

BOARD OF COUNTY COMMISSIONERS
JAMES B. GIBSON, Chair • JUSTIN C. JONES, Vice Chair
MARILYN KIRKPATRICK • WILLIAM MCCURDY II • ROSS MILLER • MICHAEL NAFT • TICK SEGERBLOM
KEVIN SCHILLER, County Manager

DUE DILIGENCE PERIOD:

The County will open escrow with Fidelity Title ("Escrow Opening") which will be the start of County's due diligence. The time period of Thirty (30) calendar days from the date of Escrow Opening is defined as the "Due Diligence Period". The Due Diligence Period is for the County to perform its non-destructive testing/analysis and investigation on the suitability of the Property for County purposes. This may include, but is not limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to conduct a Phase I environmental investigation; (3) boundary survey and utility location; (4) the right to perform a property analysis inclusive of any building inspections (structural, mechanical, plumbing, electrical, etc.). The County shall also have the right to conduct Phase II environmental investigations and other invasive inspection with the Seller's consent. The County shall submit a request ("Request") in writing for any invasive inspection to the Seller. Seller shall respond within three (3) business days of receipt of the Request or it shall be deemed approved.

The County shall have immediate access to the Property and have the right to enter the Property along with any third-party vendor to perform any inspection, investigation and/or testing. Any County access to the Property shall require a minimum of Forty-Eight (48) hour prior notification to the Seller for tenant notification.

The County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its Earnest Money Deposit ("EMD") from Fidelity Title without the need for Seller's written approval.

TERMS:

This Second Conditional Offer is made on behalf of the County. The escrow period shall begin upon Escrow Opening for a total of Sixty (60) calendar days inclusive of a Due Diligence Period of Thirty (30) calendar days defined as the "Escrow Period". The County shall have the right to complete the purchase ("Close of Escrow") any time during the Escrow Period. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

This Second Conditional Offer is contingent upon, but not limited to, the following to occur prior to the expiration of the Due Diligence Period:

(1) County obtaining an appraisal report completed by a Nevada licensed appraiser that states the fair market value of the Property is equal to or greater than the Purchase Price.

If the appraised value is less than the Purchase Price, then Seller and County may mutually agree to a new Purchase Price, or either Seller or County may cancel this transaction in writing to the other and County will receive an immediate refund of its EMD from Fidelity Title without a requirement for the Seller's written approval for the release of funds. If either Seller or County cancels this transaction due to appraised value being less than the Purchase Price then Seller and County are not responsible for any costs incurred by the other Party.

- (2) County obtaining a Preliminary Title Report and any exceptions;
- (3) Seller allowing County to enter the Property to perform inspections and due diligence on the Property;
- (4) Seller providing County any property information in its possession such as recorded or unrecorded agreements, building plans, permits, reports, inspections, site surveys, and any materials related to the condition of the property, facility and its improvements.

As stated above, the County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its EMD from Fidelity Title without the need for Seller's written approval. The contingencies listed above are for informational purposes and do not limit the County's ability to cancel for any reason and without penalty whatsoever during the Due Diligence Period.

ADDITIONAL CONTINGENCY:

This Second Conditional Offer is also contingent upon obtaining the Clark County Board of County Commissioner's ("BCC") approval as required pursuant to Nevada Law. If the Second Conditional Offer is accepted by the Seller pursuant to all terms and contingencies ("Agreement"), this Agreement will be submitted to the BCC for approval prior to the expiration date of the Due Diligence Period. If this Agreement is not approved by the BCC, or the County elects to cancel during the Due Diligence Period for any reason, the Agreement shall immediately become null and void and the Parties will be under no obligation to perform the obligations outlined in this Agreement; neither Party is entitled to any compensation or damages or other remedy for any reason, and the County shall be entitled to a full refund of the EMD from Fidelity Title without the need for Seller's written approval.

EARNEST MONEY DEPOSIT:

Upon acceptance of this Second Conditional Offer by Seller, the County shall open escrow and deposit a Fifty Thousand Dollar (\$50,000) EMD with Fidelity Title within Ten (10) business days. The EMD will be fully refundable to the County during the Thirty (30) calendar day Due Diligence Period. If the County exercises its unilateral right to cancel this transaction during the Due Diligence Period for any reason including, but not limited to, the BCC not approving this Agreement, as detailed above, then County will send written notification to Fidelity Title for the immediate release of the EMD to the County without a requirement for the Seller's written approval for the release of funds. If the County does not exercise its unilateral right to cancel during the Due Diligence Period and BCC approves this Agreement, then the EMD shall be applied toward the Purchase Price and become non-refundable to the County, except as otherwise outlined in this Agreement, unless Seller breaches this Agreement.

SELLER PROPERTY INFORMATION:

The Seller, if in Seller's possession, shall provide the County with any information related to this property within Ten (10) business days from the signing, and acceptance, of this Second Conditional Offer. The information shall include, but is not limited to, service or property agreements, environmental conditions, demolition plans, building plans, design/improvement plans, permits, inspection reports (building, soils, structural, mechanical, plumbing, electrical, etc.), site surveys, asbestos and/or hazardous materials inspections/reports, etc. inclusive of any information related to this Property.

BROKER COMMISSIONS:

The Parties represent and warrant to each other that no brokerage commission, finder's fee, or other compensation is due or payable with respect to the Agreement; however, Seller may pay a commission at its sole cost and expense and Seller hereby agrees to indemnify, defend, and hold the County harmless from and against any losses, damages, costs and expenses incurred by County by reason of any fee, claims, or commission of any broker Seller has used or engaged.

County shall not pay or be responsible for payment of any commission(s), Finder's Fee, or other compensation to real estate agents/brokers or others for this Agreement, or any and all costs associated with delivering clear title.

ESCROW REQUIREMENTS:

This Second Conditional Offer shall be consummated through an escrow established with Fidelity Title Company ("Title Company"). Escrow Officer Kristen Haynes will handle monetary disbursement and document processing at the Close of Escrow. County shall open escrow and deposit EMD within Ten (10) business days of acceptance of this Second Conditional Offer. Close of Escrow shall occur within Sixty (60) calendar days or sooner of Escrow Opening if all conditions have been satisfied by the Parties. In the event Seller does not provide Title Company necessary information and documentation in order to facilitate a timely closing of this transaction and Close Of Escrow does not occur by the end of the Escrow Period, then County shall be entitled to an immediate full refund and return of its EMD without

Second Conditional Offer to Purchase /10 S Tonopah Drive Las Vegas, NV 89106

written approval from Seller and may pursue Seller for actual damages incurred by County as further explained herein. If escrow fails to close within Sixty (60) calendar days, it shall only be extended per the Parties mutual agreement in writing to extend the Escrow Period. The Parties agree to execute and deliver to Title Company such additional and supplemental instructions as Title Company may require providing clarification of Title Company's duties under this Agreement. At Close of Escrow, Seller shall execute and deliver to County, a good and sufficient Grant, Bargain and Sale Deed in a form acceptable to the Parties, conveying good, valid, marketable and insurable fee title to the Property.

TITLE POLICY:

Within Ten (10) business days of Close of Escrow and at Seller's expense, Title Company will provide the County with a CLTA standard coverage owner's policy of title insurance ("Title Policy") insuring County's ownership interest in the Property in the amount of the Purchase Price, subject to only standard policy printed form exceptions and the permitted exceptions of record, if any. At County's discretion and expense, it may elect to acquire Title Policy endorsements and/or ALTA extended coverage title insurance.

REPRESENTATIONS:

Seller agrees to provide unconditional lien releases from its contractors at Close of Escrow for any improvements which may be under construction at the time this Second Conditional Offer is being made, if any. Seller represents that no other contractors have performed work during any operative statutory period.

Seller represents to the best of its knowledge the Property is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Seller represents that there are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened against or affecting the Property. Seller agrees to indemnify, defend and hold harmless County, and its officers, employees, agents and contractors from and against any and all liability, claims, demands, damages and costs of any kind, including attorney's fee, arising out of or in connection with any incident that occurred on or arose in connection with the Property, during Seller's ownership of the Property. The representations, and agreements made herein will survive the Escrow Closing.

CLOSING COSTS:

The Seller shall pay for the CLTA Owner's Title Policy and ½ of escrow fees. County shall pay the costs associated with obtaining an ALTA extended title insurance policy, any title policy endorsement, ½ of escrow fees, real property transfer tax, and normal recording fees. Seller will pay for any reconveyance and lien release fees or unpaid real property taxes or other items as may be necessary to clear title to the Property. The following items to be prorated as of the Close of Escrow: property taxes, sewer, water, power, gas, and trash. Rents or other deposits to be further addressed in escrow documents.

GOVERNING LAW:

This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

The Parties hereby consent to the jurisdiction of the state courts of the State of Nevada for any dispute involving this Agreement. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. If it is determined by a court of competent jurisdiction that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. No modification of, or amendment to, this Agreement (including any

Second Conditional Offer to Purchase 710 S Tonopah Drive Las Vegas, NV 89106

implied waiver) shall be effective unless in writing signed by all Parties hereto. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the Parties with respect thereto.

DEFAULT/REMEDIES:

The breach of any term of this Agreement by Seller or Buyer shall be deemed a "Default" as follows: If a Party fails to pay money as due hereunder, a Default shall be deemed to have occurred if that Party does not make the payment in full within ten (10) days after such payment is due (except there shall be no grace period for either Party's breach of the covenant to purchase or sell the Property on the closing date). In the case of a breach of any other obligation hereunder, a Default shall be deemed to have occurred if that Party fails to cure such breach within fifteen (15) days of written notice (the "Default Notice") from the other Party specifying such breach and the action required to cure such breach. The following remedies shall apply in the event of Default under this Agreement:

1.1. BUYER DEFAULT. IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE PROPERTY AFTER THE DUE DILIGENCE PERIOD HAS EXPIRED, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE WHICH WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. THE PARTIES AGREE THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL RECEIVE, AS SELLER'S SOLE REMEDY, BUYER'S EMD, AS LIQUIDATED DAMAGES WHICH REPRESENTS THE PARTIES' FAIR AND REASONABLE BEST ESTIMATE OF THE SELLER'S ACTUAL DAMAGES IN SUCH EVENT OF DEFAULT. CANCELLATION OF THIS AGREEMENT DURING THE DUE DILIGENCE PERIOD BY COUNTY FOR ANY REASON SHALL NOT BE CONSIDERED A DEFAULT OF THIS AGREEMENT.

1.2. SELLER'S DEFAULT. IF SELLER IS IN DEFAULT OF SELLER'S COVENANT TO SELL THE PROPERTY TO BUYER, OR IF SELLER IS OTHERWISE IN DEFAULT BEFORE THE CLOSE OF ESCROW, BUYER SHALL HAVE ANY AND ALL REMEDIES AVAILABLE BY LAW INCLUDING, BUT NOT LIMITED TO (1) TERMINATE THIS AGREEMENT, IN WHICH CASE THE EMD SHALL BE RETURNED TO BUYER AND BUYER SHALL RECOVER BUYER'S ACTUAL AND VERIFIABLE OUT OF POCKET EXPENSES REASONABLY INCURRED BY BUYER IN CONNECTION WITH THE PROPERTY, INCLUDING LEGAL FEES, (2) INITIATE AN ACTION FOR SPECIFIC PERFORMANCE WHICH INCLUDES THE RIGHT TO RECORD A NOTICE OF PENDING ACTION IN CONNECTION THEREWITH.

NOTICES:

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless (1) personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), (2) delivered by air courier next-day delivery (e.g. Federal Express), (3) delivered by mail, sent by registered or certified mail, return receipt requested; or (4) tele-copied, as follows:

If to Seller, to:

~~Atomic Cocktail LLC
C/O Priority One Com-
4015 S El Capitan Way #888
Las Vegas, NV 89147~~

^{DS}
W

Atomic Cocktail, LLC
C/O Lance Johns
917 Fremont
Las Vegas, NV 89101

If to Buyer, to:

Clark County Real Property Management
Attention: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825
Phone: (702) 455-4616
Fax: (702) 455-5817

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices tele-copied shall be deemed delivered the same business day received. The addresses, addressees, and telecopy number for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee and telecopy number stated by written notice or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

TIME IS OF THE ESSENCE:

Time is of the essence for this Second Conditional Offer as it will expire on Thursday April 27th, 2023, at 5:00 p.m. and become null and void if the Seller does not respond. All Parties shall perform their obligations under this Agreement strictly within the required time frames.

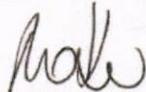
This letter confirms the mutual understanding of the Parties with respect to the matters contained herein. Please confirm your acceptance of the Agreement by signing and returning the same. If the County does not receive a fully executed original of this letter by 5:00pm Thursday April 27th, 2023, this Second Conditional Offer will be deemed withdrawn and be of no further force or effect. If you have any questions, concerning any aspects of this Second Conditional Offer, please contact Bob Tomiyasu at (702) 455-0110 or Jaime Leary at (702) 455-2465.

Respectfully,



Lisa Kremer
Director of Clark County Real Property Management

Approved as to form:

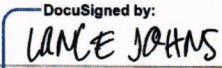


Nichole Kazimirovicz
Deputy District Attorney

ACCEPTANCE:

The undersigned accepts Clark County's Second Conditional Offer as written above pursuant to all terms and contingencies. This Second Conditional Offer embodies all the consideration agreed to between Clark County and the undersigned.

Atomic Cocktail LLC.

Signature:  _____

Print Name: LANCE JOHNS

Title: Owner

Date: 4/26/2023

Signature: _____

Print Name:

Title:

Date: _____

- Cc: Randall J. Tarr, Deputy County Manager
- Nichole Kazimirovicz, Deputy District Attorney
- Bob Tomiyasu, Property Acquisition Administrator
- Jaime Leary, Right of Way Agent II
- Shirley Hudgins-Brown, Right of Way Agent I

- Property Information
 - Parcel: 13992803010
 - Owner Name(s): ATOMIC COCKTAIL LLC
 - Site Address: 705 STONORAH DR
 - Jurisdiction: Las Vegas - 89106
 - Sale Date: 09/2014
 - Sale Price: \$3,000,000
 - Estimated Lot Size: 1.13
 - Construction Year: 2006
 - Recorded Doc Number: 20140926 00007542
 - Aerial Flight Date: 2023-02-17
- Zoning and Planned Land Use
- Legal Description
- Ownership
- Flood Zone
- Elected Officials
- Links
 - Assessor's Information
 - Assessor's Parcel Map
 - Treasurer's Information
 - Document Image Records
 - Recorder's Office Information
 - Soil Guidelines Map Not Available
 - Expansive Soil Guidelines Map
 - Flood Zone Information
 - Mail Link of Current Parcel
 - Google Maps
 - Assessor Parcel Number Tree
- Current Tract Select Property Counts in State Plane ft.
 - X: 775376 Y: 25760669



Property Information

Parcel: 13932803010
Owner Name(s): ATOMIC COCKTAIL LLC
Site Address: 706 S TONOPAH DR
Jurisdiction: Las Vegas - 89106
Sale Date: 09/2014
Sale Price: \$3,000,000
Estimated Lot Size: 1.13
Construction Year: 2006
Recorded Doc Number: 20140926 00002542
Aerial Flight Date: 2023-02-17

Zoning and Planned Land Use

Legal Description

Ownership

Flood Zone

Elected Officials

Links

Assessor's Information

Assessor's Parcel Map

Treasurer's Information

Document Image Records

Recorder's Office Information

Soil Guidelines Map Not Available

Expansive Soil Guidelines Map

Flood Zone Information

Mail Link of Current Parcel

Google Maps

Assessor Parcel Number Tree

Current Tool: Select Property

Coords in State Plane ft

X: 778376 Y: 26760669

