

TRANSFER OF PROPERTY AGREEMENT

This is a Transfer of Property Agreement (the “Agreement”), pursuant to NRS 244.1505, between the COUNTY OF CLARK, by and through the Clark County Department of Administrative Services, (herein referred to as “County”), and WHEN U DREAM A DREAM, INC. (hereinafter referred to as “Recipient”) of 4575 Dean Martin Drive, Ste. #1210, Las Vegas, NV 89103 dated and effective as of this 20th day of July, 2021.

Recipient acknowledges receipt from County of the following used item(s): 2009 Toyota Camry Sedan, VIN # 4T1BB46K39U095254 (hereinafter the “Donated Assets”) as of the date noted above. County is providing the Donated Assets to the not-for-profit Recipient in such capacity and at no charge. Recipient voluntarily accepts the Donated Assets “AS-IS.”

County agrees to donate the Donated Assets to Recipient and Recipient agrees to accept the Donated Assets from the County on the terms and conditions set forth herein. In consideration for accepting the Donated Assets, Recipient agrees to the following waiver of liability and indemnity provisions:

1. **Receipt of Assets.** The Recipient acknowledges receipt of the assets donated by County to the Recipient on an “as is” and “with all faults” basis.
2. **No Warranties.** Recipient acknowledges that Recipient is accepting the property solely in reliance on Recipient’s own investigation, and the property is in “as is” condition with all faults and defects, latent or otherwise. County, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Assets. Furthermore, in no event shall County be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to Recipient’s use of the Donated Assets or removal of the Donated Assets from County premises.
3. **Waiver of Liability.** Recipient does hereby waive, release and discharge County from any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Assets. The entire risk as to the performance of the Donated Assets is assumed by the Recipient. In no event shall County or its officers, employees or agents be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from the use of the Donated Assets. The above limitations on liability apply even though County may have advised of the possibility of

such damage. This waiver applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.

4. **Indemnification.** Recipient agrees to indemnify and hold County harmless from any and all claims, liability and damages, arising from the use of the Donated Assets except those arising from the sole negligence or willful misconduct of County.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Recipient may not transfer, assign or encumber Recipient's rights or obligations under this Agreement without County's written approval.
7. **No Third-Party Beneficiaries.** No person or entity other than County and Recipient, and their permitted successors and assigns, shall have any right of action under this Agreement.

RECEIVER ACKNOWLEDGES THAT BY SIGNING BELOW THAT HE/SHE IS AUTHORIZED TO REPRESENT THE RECIPIENT AND HAS CAREFULLY READ THIS TRANSFER OF PROPERTY AGREEMENT AND UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITIES. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF COUNTY BY RECIPIENT.

BY: **CLARK COUNTY**

BY: **WHEN U DREAM A DREAM, INC.**

Les Lee Shell
Chief Administrative Officer

Lawrence Ira Pleskow
President

Date

Date