

APN: 177-17-601-341

WHEN RECORDED, RETURN TO:
Clark County Department of Public Works
Attention: Denis Cederburg, Director
500 South Grand Central Parkway, Suite 2066
Las Vegas, Nevada 89155-4000

ASSIGNMENT OF REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

This **ASSIGNMENT OF REVOCABLE LICENSE AND MAINTENANCE AGREEMENT** (this “Assignment”) is made and entered into this 7th day of February, 2023, by and between **Wigwam-Parvin LP**, a Nevada limited partnership (“Assignor”); and **Amalfi Acquisition LLC**, a Delaware limited liability company (“Assignee”) and the **COUNTY OF CLARK**, a political subdivision of the State of Nevada (the “County”). Each of the above is a “Party” and collectively are “Parties” to this Assignment.

RECITALS

A. On or about October 10, 2008, the County and Assignor entered into a **Revocable License and Maintenance Agreement recorded in Book 20081020 as Instrument 0002505 and Re-Recorded per 20081124 as Instrument 004270**, Official Records, Clark County Nevada (the “License Agreement”) for the purpose of allowing the construction and maintenance of certain Non-Standard Improvements on right of way owned by County. The area of improvements is adjacent to **2750 W Wigwam Avenue, currently named Amalfi Apartments**, as described in Exhibit B of the original License Agreement.

B. On or about June 2, 2022, Assignor transferred any and all of Assignor’s fee interest in the Property by deed to Assignee, with such deed recorded in **Book 20220602 as Document No. 0001325** of Official Records, Clark County, Nevada (the “Closing”).

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept from Assignor, Assignor's rights and obligations under the License Agreement arising from and after the Closing.

D. Pursuant to Section 10 of the License Agreement, Assignor may assign the License Agreement with the consent of the County.

E. The County is willing to consent to the assignment of the License Agreement from Assignor to Assignee subject to the terms and conditions of this Assignment.

Now, therefore, in consideration of the several and mutual promises, agreements, covenants, understandings, undertakings, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties further covenant and agree as follows:

AGREEMENT

1. The Parties agree that the Recitals are true and correct and by this reference incorporated herein as if fully set forth.

2. As of the date of the Closing (the “**Effective Date**”), Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the License Agreement, together with all right, title and interest of Assignor in and to the cash deposit required in the License Agreement and currently held by the County (the “**Cash Deposit**”).

3. As of the Effective Date, Assignee hereby assumes and accepts from Assignor, all of Assignee's obligations under the License Agreement first arising on or after the Effective Date.

4. Assignee agrees to be bound by, and subject to, the terms of the entire License Agreement and comply fully with each and every term, restriction, duty and obligation of Assignor pursuant to the License Agreement, including, but not limited to, the insurance, indemnity, revocation and cash deposit provisions of the License Agreement, from and after the Effective Date.

5. Assignee hereby agrees to provide County with certificates of insurance, as required by the License Agreement, as of the Effective Date.

6. Assignor hereby agrees that the Cash Deposit will remain with the County and will continue to be utilized by the County pursuant to the terms of the License Agreement. Upon completion of the License Agreement or termination or revocation of the License Agreement, any unused funds, if any, comprising the cash deposit will be returned to Assignee pursuant to the terms and conditions of the License Agreement.

7. Assignor and Assignee hereby agree to indemnify, defend and hold harmless the County from and against any liability, claims, demands, causes of action, injuries, attorney's fees, costs arising out of or related to this Assignment.

8. Assignee further agrees that it will be responsible for all liabilities, terms, obligations, commitments, indemnities and duties under the License Agreement that pre-date the Effective Date.

9. This Assignment shall be recorded in the office of the County Recorder for the County and all of the terms, covenants, conditions, and provisions herein are expressly for the benefit of, and binding upon, the Parties hereto, and the respective heirs, successors, successors in interest and assigns, or anyone claiming under them as owners, of the Property.

10. This Assignment shall be construed in accordance with and governed by the laws of the State of Nevada.

11. This Assignment may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. The illegality or invalidity of any provision of this Assignment will not affect the validity of the remainder of this Assignment.

13. This Assignment constitutes the entire agreement among the Parties and will not be modified unless in writing and signed by all Parties.

14. No term or provision of this Assignment is intended to benefit any person, partnership, corporation or other entity not a party hereto (including without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

[Signature Pages Follow]

ASSIGNEE:

and **Amalfi Acquisition LLC**, a Delaware limited liability company

By: E. Kirsh
Name: Evan Kirsh
Title: President

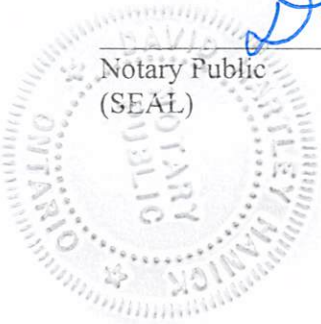
Date: December 20, 2022

STATE OF: Ontario)
COUNTY OF: Canada) ss.

This instrument was acknowledged before me on December, 2022, by
Evan Kirsh, as President of
Amalfi Acquisition LLC.

[Signature]

Notary Public
(SEAL)



[Amalfi Acquisition LLC Signature Page]

ASSIGNOR:

Wigwam-Parvin LP, a Nevada limited partnership

By: [Signature]

Name: Reiner Santana

Title: President of Wigwam GP, Inc., its general partner

Date: 12/5/2022

STATE OF: NEVADA)

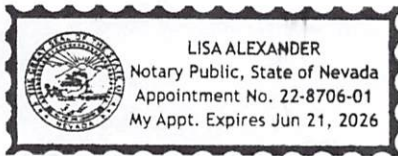
) ss.

COUNTY OF : CLARK)

This instrument was acknowledged before me on December 5, 2022, by Reinier Santana, as President of Wigwam GP, Inc.

[Signature]

Notary Public
(SEAL)



[Wigwam-Parvin LP Signature Page]

CLARK COUNTY:

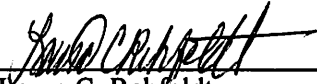
County of Clark, a political subdivision
of the State of Nevada

Attest

By: _____
James B. Gibson
Chair, Board of County Commissioners

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

[Clark County Signature Page]

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Partnership	<input 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 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:					54	
Corporate/Business Entity Name: Wigwam - Parvin Limited Partnership						
(Include d.b.a., if applicable)						
Street Address:		6021 S. Ft. Apache Rd., Ste. 100		Website:		
City, State and Zip Code:		Las Vegas, NV 89148		POC Name:		
Telephone No.:		(702) 990-2390		Email:		
Telephone No.:				Fax No.:		
Nevada Local Street Address: (if different from above)				Website:		
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)
Alan L. Molasky	Trustee, Molasky Family 1998 Irrevocable Trust for Alan Molasky	20%
Alan L. Molasky	Trustee, Alan L. Molasky 2005 Irrevocable Trust	80%

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

- 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.)
- 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	Reinier Santana Print Name
President, Wigwam GP, Inc., General Partner Title	December 1, 2022 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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 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: 0						
Corporate/Business Entity Name: Amalfi Acquisition LLC						
(Include d.b.a., if applicable)						
Street Address:		1400-3280 Bloor Street West		Website:		
City, State and Zip Code:		Toronto, ON M8X 2X3		POC Name: Evan Kirsh Email: ekirsh@starlightus.com		
Telephone No:		416-234-8444		Fax No: 416-234-8445		
Nevada Local Street Address: (If different from above)		2750 W Wigwam Ave		Website: www.octaveaptslv.com		
City, State and Zip Code:		Las Vegas, Nevada		Local Fax No:		
Local Telephone No:		702-263-2126		Local POC Name: Scott Bigford Email: sbigford@starlightinvest.com		

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)
N/A		

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- 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.)
- 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	Evan Kirsh Print Name
President Title	January 18, 2023 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

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Signature

Print Name
Authorized Department Representative