

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" 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:						
Corporate/Business Entity Name: Mondays Dark, Inc.						
(Include d.b.a., if applicable)						
Street Address:		5130 S. Fort Apache, Suite 215-393		Website: www.mondaysdark.com		
City, State and Zip Code:		Las Vegas NV, 89148		POC Name: Mark Shunock Email: Mark@marshunentertainment.com		
Telephone No:		702.712.8711		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)
Mark Shunock	President / Secretary	
Cheryl Shunock	Director	
Aaron Marsaw	Director	
Joyce Smith; Nino Galloway; Bob Golden; Brock Radke; Kerry Kleiman -- Directors		

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	Mark Shunock Print Name
President Title	11.2.2021 Date

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

LAND LEASE AGREEMENT

This Land Lease Agreement ("Lease") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between CLARK COUNTY, a political subdivision of the State of Nevada ("County") and MONDAYS DARK, a Nevada 501(c)(3) non-profit corporation ("Tenant"), individually a "Party" and collectively the "Parties", for the lease of County-owned real property.

WITNESSETH:

WHEREAS, pursuant to NRS 244.284, the Board of County Commissioners of Clark County ("**Board**") may lease any of the real property of the County to a corporation for public benefit as defined in NRS 82.021, on such terms and conditions deemed appropriate, if such real property is not needed for the public purposes of the County and the property is actually used for charitable or civic purposes; and

WHEREAS, a corporation for public benefit as defined in NRS 82.021 is recognized as exempt under Section 501(c)(3) of the Internal Revenue Code and is organized for a public or charitable purpose; and

WHEREAS, Tenant is a corporation for public benefit, as defined in NRS 82.021, dedicated to generating funds and raising awareness for charitable communities in Southern Nevada by hosting performance arts variety shows, and Tenant wishes to construct and operate a performance/event venue and community center known as The Space 2.0 ("**The Space 2.0**"), the concept art for which is depicted on **Exhibit B** on the real property described below to further that purpose; and

WHEREAS, the Board hereby declares that the subject real property is not needed for the public purposes of the County.

NOW, THEREFORE, the Parties agree as follows:

1. **Grant of Leasehold Interest; Purpose**

1.1 In consideration of the terms, covenants and conditions contained in this Lease, the County hereby leases to Tenant, and Tenant hereby leases and takes from the County \pm 54,718 square feet of unimproved real property located on the Northwest corner of Polaris Avenue and Harmon Avenue, Clark County, Nevada, currently known as Assessor's Parcel Number 162-20-212-005, as depicted and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("**Leased Premises**").

1.2 Tenant shall use the Leased Premises for the construction, operation, and maintenance of The Space 2.0 in furtherance of its purpose to generate funds in support of Tenant's mission and: provide funds directly to other local charitable organizations, raise awareness for local charitable communities, provide performance arts education to Clark County School District students and provide support services to the entertainment community in Southern Nevada, and for no other purpose or purposes.

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1.3 Tenant acknowledges that by entering into this Lease, the County makes no representations or warranties that the Tenant's planned use of the Leased Premises for The Space 2.0 is currently permitted under Unified Development Code (Title 30) of the Clark County Code.

1.4 Due to Tenant's valuable service to the community they shall pay no rent unless otherwise agreed upon in writing by the Parties.

2. Tenant's Covenants

2.1 After approval of this Lease by the Board, Tenant, at no cost or expense to the County, shall promptly undertake the planning, design and construction of The Space 2.0 upon the Leased Premises. Such facility to be used by Tenant in the conduct of its civic activities described above in Subsection 1.2 shall be at no cost or expense to the County. Tenant shall complete design and construction of The Space 2.0 within the time frames outlined below:

- i) Tenant shall commence design of The Space 2.0 within twelve (12) months of the Effective Date
- ii) Tenant shall obtain land use approval for The Space 2.0 within twenty-four (24) months of the Effective Date
- iii) Tenant shall obtain building department approval and commence construction of The Space 2.0 within thirty-six (36) months of the Effective Date
- iv) Tenant shall complete construction of The Space 2.0 within fifty-four (54) months of the Effective Date.
- v) Tenant shall commence operation of The Space 2.0 within sixty (60) months of the Effective Date.

Tenant shall notify County, in writing, when Tenant has commenced each action as listed in i-v above.

All planning, design and construction costs of the facility shall be borne solely by Tenant (and at no cost or expense to the County) including any land use applications, utility extension and connection fees and offsite improvements associated with development of the Leased Premises. County is under no obligation to grant any permits, licenses, variances or other approvals but only to assist as needed as the owner of the Leased Premises. If Tenant notifies the County within thirty (30) months of execution hereof that it cannot commence construction of The Space 2.0 within thirty-six (36) months after execution hereof, the Director may but shall not be obligated to grant an extension to Tenant for up to twelve (12) months.

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2.2 Tenant shall obtain all necessary zoning, permits, and other approvals at no cost or expense to the County. In addition, this Lease is subject to any development requirements, including but not limited to right-of-way and easements that may be required for the development of The Space 2.0.

2.3 Tenant shall use the Leased Premises in accordance with all applicable federal, state and local laws, ordinances and regulations. Tenant shall not use or occupy the Leased Premises in violation of any applicable law, ordinance, covenant, condition, restriction, rule or regulation. Upon notice from the County, Tenant shall immediately discontinue any use of the Leased Premises which is declared by any governmental authority having jurisdiction to be a violation of law, ordinance, covenant, condition, restriction, rule or regulation.

2.4 Upon commencement of operations, Tenant shall operate The Space 2.0 continuously through the term of the Lease. Should Tenant cease operations of The Space 2.0 for a continuous period of two (2) years or more during the term of this Lease, the Leased Premises and all improvements or facilities constructed thereon shall automatically revert to the County at no cost to the County and this Lease shall terminate.

2.5 Tenant shall maintain in good condition and repair any facility or other improvements built upon the Leased Premises. No building erected under the provisions of this Lease shall be removed or torn down without the prior written consent of the County. Any construction, modification or expansion of The Space 2.0 by the Tenant must conform to federal, state and local laws, and the County shall have the right to review and approve the final design standards.

2.6 Tenant shall not cause, maintain or permit any nuisance or waste in, on or about the Leased Premises.

2.7 Tenant shall not use, store, generate, release or dispose of any hazardous materials on the Leased Premises. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable laws and regulations related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant or resulting from the Tenant's use of Leased Premises.

2.8 If Tenant fails to pay any amounts or charges which Tenant is obligated to pay under the terms of this Lease when such amount is due, the amounts shall bear interest at the rate of twenty percent (20%) per annum until paid. In addition to interest, if any such amount is not received by the County within five (5) business days of the due date, Tenant shall pay the County a late charge equal to ten percent (10%) of such amount. The County and Tenant agree that this late charge represents a reasonable estimate of such cost and expenses and is fair compensation to the County for the loss suffered

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from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent the County from exercising other rights or remedies available to the County under this Lease.

2.9 Tenant shall bear, pay and discharge any taxes, assessments, duties, impositions and burdens whatsoever assessed, charged or imposed upon improvements built upon the Leased Premises by Tenant (if such taxes, assessments, duties, impositions and burdens arise out of the actions of Tenant, its employees, residents or agents), and shall deliver to the County upon demand sufficient receipts and other evidence of the payment and discharge of same.

2.10 Tenant shall not allow the Leased Premises or any improvements built thereon to become subject to any lien, charge or encumbrance whatsoever, and shall indemnify, defend and hold harmless the County, its officers and employees from and against all such liens, charges, and encumbrances (if such liens, charges, and encumbrances arise out of the actions of Tenant, its employees or agents). If Tenant's improvements become subject to any lien and Tenant desires to contest such lien and underlying claim in good faith, Tenant shall post a surety bond in the manner provided in NRS 108.2415 through 108.2425, inclusive, and in such event, Tenant shall not be in default hereunder.

2.11 Tenant may assign or sublease any of Tenant's interest in the leasehold granted herein only to an assignee or sublessee who qualifies as a corporation for public benefit as defined in NRS 244.284 and NRS 82.021 or a governmental or political subdivision of the State of Nevada and the Leased Premises are actually used for charitable or civic purposes. Any such assignment or sublease shall be subject to prior approval by the Board of County Commissioners in their sole discretion.

2.12 If Tenant shall assign or sublease any of Tenant's interest in the leasehold granted herein, pursuant to Subsection 2.11, Tenant shall not collect any rent or monetary compensation for such assignment or sublease except for actual reimbursement for building and operating expenses which may include utilities, janitorial, security, repairs or maintenance to The Space 2.0 on a pro-rata basis.

2.12.1 Notwithstanding the above, Tenant may, in support of its mission, charge a reservation/use fee for events held at The Space 2.0. Such fee shall be reasonable and consistent with fees charged in the industry and the proceeds of which shall be used to operate The Space 2.0 and go towards Tenant's charitable purposes, including donations provided to other local non-profits.

2.13 Tenant shall provide to the County a copy of any such assignment or sublease agreement granted pursuant to Subsection 2.12.

2.14 Beginning one (1) year after operations commence and on every anniversary year thereafter, Tenant shall send annual reports including information regarding: total

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amount of donations sent to charitable communities, number of charitable communities in receipt of donations from Tenant, number of charitable events held at The Space 2.0, of which the required minimum is twenty four (24) fund raising events per year resulting in a minimum donation by Tenant of Ten Thousand Dollars (\$10,000) per event or an amount equal to or greater than Two Hundred and Forty Thousand Dollars (\$240,000) annually in monetary donations to local charitable organizations excluding Tenant or any affiliates; the minimum requirements shall be amended from time to time by both Parties in writing; list of performance arts educational classes offered- including those in partnership with the Clark County School District, list of volunteered or pro-bono services offered in support of The Space 2.0, list of partnering local community charitable organizations with the detail of the services offered in support of Mondays Dark; list of any active assignees or sublessees, and any other information related to Tenant's charitable activities or as otherwise requested by the Director of Real Property Management or her designee ("Annual Reports"). The Annual Reports shall be sent to the attention of the Director of Real Property Management and the County Commissioner of the district of which the Leased Premises resides. Tenant may be required to present the Annual Report at a Board of County Commissioners hearing at the request of the County.

2.141 Notwithstanding the above, any revenue generated from the operation or use of The Space 2.0 must be used on The Space 2.0 or as otherwise donated pursuant to the event schedule. Any funds remaining shall be held in a reserve account for future operation or donation expenses and are not authorized for use on any function or expense of the Tenant not related to The Space 2.0 or its programming.

2.15 Commencing one (1) year after the Effective Date and on every anniversary year thereafter, Tenant shall provide the County with a copy of their IRS filing confirming their 501(c)(3) status.

2.16 County shall have the first right of refusal to use any space within The Space 2.0 or the Leased Premises for public and recreational purposes upon sixty (60) days written notice to Tenant. Upon receipt of such notice, or as may be reasonably requested by County from time to time, Tenant shall provide to County a draft of any upcoming event schedule for County review.

2.16.1 Should the County elect to use space as outlined above, County shall reimburse Tenant for the cost of actual labor associated with Tenant operating during any event or usage of the County.

3. County's Covenants

3.1 The County shall not allow the Leased Premises or any improvements thereon to become subject to any lien, charge or encumbrance whatsoever without the prior written approval of Tenant.

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3.2 The County shall provide to Tenant the quiet enjoyment and exclusive possession of the Leased Premises during the term of this Lease, provided that Tenant is in compliance with the terms and conditions contained herein.

4. Lease Term

4.1 The term of this Lease commences on the Effective Date and expires fifty (50) years thereafter unless earlier terminated pursuant to Section 6 below.

4.2 Tenant shall have two (2) twenty-five (25) year options to renew ("**Option**") by giving formal written notice to the County no later than one (1) year prior to the expiration of the Lease or any Option period thereafter and any Option requested to be exercised by Tenant must be approved by the Board of County Commissioners prior to Lease expiration.

5. County's Budgetary Limits and Fiscal Fund Out

5.1 The County, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require the County to budget annually for its expenses and which prohibit the County from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All of the County's obligations under this Lease are subject to those statutory requirements and Subsections 5.2 and 5.3 below (hereinafter "Fund Out Clause").

5.2 Notwithstanding the monetary obligations of this Lease, if any, the total amount of the County's payment obligations hereunder for any fiscal year shall not exceed the amounts, if any, that the County has appropriated for that purpose. The County reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and the County staff shall take all appropriate actions to obtain funding for each fiscal year to satisfy the County's financial obligations under this Lease.

5.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and all of the County's obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the County's governing body fails to appropriate monies for the ensuing fiscal year for the payment of amounts which will then become due.

6. Default and Termination

6.1 Tenant will be considered in default under this Lease in the event of any one or more of the following occurrences:

6.1.1 Tenant fails to pay any amount required by this Lease when the same is due and the continuance of such failure for a period of ten (10) days after written notice thereof from the County.

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6.1.2 Tenant fails to adhere to the time periods required above in Subsection 2.1.

6.1.3 Tenant fails to operate The Space 2.0 as within the time periods required in Subsection 2.4.

6.1.4 Tenant voluntarily abandons the Leased Premises, discontinues the conduct and operation of its business at the Leased Premises, or ceases to use the Leased Premises for charitable or civic purposes.

6.1.5 Tenant fails to fulfill any of the other terms, covenants, or conditions set forth in this Lease if such failure continues for a period of more than thirty (30) days unless cured as provided below in Subsection 6.2.

6.1.6 Tenant is divested of their 501(c)(3) status.

6.2 Tenant will be considered in default under this Lease if Tenant fails to fulfill any of the terms, covenants, or conditions set forth in this Lease if such failure continues for a period of more than thirty (30) days (except failure to pay charges as described in Subsection 6.1.1 above) after delivery by the Director of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and Tenant will have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption.

6.3 If Tenant fails to cure any default as described above in Subsection 6.2, the County, without penalty, may elect to terminate this Lease with thirty (30) days' written notice to Tenant:

6.3.1 In the event of any termination for default by Tenant, County will have the right to enter upon the Leased Premises and take possession of the same.

6.3.2 If County elects to terminate this Lease, it will in no way prejudice the right of action for monetary arrearages owed by Tenant.

6.4 Upon thirty (30) days' written notice to the County, Tenant may elect to terminate this Lease without any liability to the County and without any right to reimbursement of rent in the event of any one or more of the following occurrences:

6.4.1 A determination by Tenant that the Leased Premises are not suitable for its intended purpose.

6.4.2 Tenant is unable, after the exercise of due diligence, to secure necessary zoning or other land use approvals for the construction of The Space 2.0.

6.4.3 Tenant is unable to secure the necessary funding within eighteen (18) months of execution of this Lease.

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6.5 Within sixty (60) days of expiration or earlier termination as outlined above, Tenant shall, at the request of the County, remove The Space 2.0 and any facilities or improvements upon the Leased Premises to the extent reasonable and unless otherwise agreed to in writing by the County and restore the Leased Premises to its original condition or better prior to the Effective Date minus reasonable wear and tear including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature. If Tenant fails to comply with this Subsection, County may, but is not obligated, to complete the work on Tenant's behalf and shall invoice Tenant for any costs for removal and restoration of the Leased Premises, which invoice shall be paid by Tenant within thirty (30) days of receipt. Should County elect to not have The Space 2.0 removed as outlined above, Tenant shall turn over The Space 2.0 and any facilities or improvements located upon the Leased Premises to the County without any obligation of payment, reimbursement or other monetary compensation from the County.

7. Representations and Warranties

7.1 The County makes no representations, warranties or covenants regarding the title, condition or stability of the Leased Premises or its suitability for Tenant's purpose or for any other purpose or existence of any Hazardous Materials on or within the Leased Premises. Tenant shall assume responsibility for any hazardous materials on the Leased Premises and any environmental mitigation and/or cleanup.

7.2 The Leased Premises is subject to any covenants, conditions, restrictions, reservations, right of way and easements recorded or not recorded.

7.3 The Leased Premises is leased in "as-is" condition and the Tenant shall be responsible to complete such investigations, research, and due diligence to confirm the Leased Premises are suitable to Tenant's needs.

7.4 Notwithstanding the above, Tenant understands and is made aware that the Leased Premises were previously condemned for a public purpose and that certain judgements were made against the Leased Premises which includes a Deed of Easement in Gross awarded to Robert M. Brandy to use and occupy a portion of the Leased Premises as outlined and depicted in Exhibit "C" attached hereto and by this reference made a part thereof.

8. Insurance

8.1 Tenant shall obtain and keep in force a policy or policies of insurance insuring all buildings and other structures located on the Leased Premises against loss or damage caused by fire, flood and earth movement, including coverage for debris removal and the enforcement of any statutes, ordinances or regulations requiring the upgrading, demolition, reconstruction or replacement of any portion of improvements built upon the Leased Premises as the result of a covered loss. Subject to commercially reasonable

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

deductibles or co-insurance, the amount of such insurance shall be equal to the full replacement cost of the improvements, as the same shall exist from time to time. Tenant agrees to deliver to the County, upon request, proof of such insurance.

8.2 If Tenant suffers a substantial casualty loss to the facilities, fixtures or personal property located on the Leased Premises, Tenant may, at its option, (a) apply any insurance proceeds to the proper repair of such damaged facilities, fixtures or personal property and continue this Lease under the terms and conditions contained herein, or (b) apply any insurance proceeds in any other manner it determines to be in its best interests and may terminate this Lease without liability for damages, injunctive relief or otherwise, provided, however, if Tenant terminates this Lease in connection with such casualty loss, Tenant shall return the Leased Premises to a condition substantially similar to that which existed on the effective date of this Lease, or alternatively, to a condition mutually agreed upon by the Parties hereto.

9. Performance and Decommissioning

Tenant shall execute a Performance Agreement ("**Performance Agreement**") with the Clark County Department of Comprehensive Planning as substantially outlined as to form in **Exhibit D**. Failure to execute the Performance Agreement or abide by the terms therein contained shall constitute a default under this Lease.

10. Indemnification

Tenant shall indemnify, defend and hold harmless County for all claims, causes of action and lawsuits which arise out of Tenant's use of the Leased Premises. Tenant agrees to hold harmless, indemnify and defend County and its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any injury, death, damage, or loss to any person or property whatsoever, occurring in, on or about the Premises, and/or relating to or arising from the design, construction and/or operations of The Space 2.0 or any part thereof, due to the actions, inactions or any fault, whether negligent, reckless or intentional, of Tenant, its agents, employees and invitees or due to the breach or default by Tenant under this Lease.

11. Force Majeure

In the event any Party shall be rendered unable, in whole or in part, by force majeure, to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such Party under this Lease, such covenant, agreement, obligation or undertaking, insofar as the same shall be affected by such force majeure, shall be suspended during the period of any liability so caused, and such default shall be remedied with all reasonable dispatch. The term "force majeure" as employed in this Section 10 shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs

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to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes, whether or not of the same kind as specifically enumerated, not within the control of the Party claiming suspension and which by the exercise of due diligence or the payment of money such Party is unable to overcome.

12. Notices

All notices, approvals and demands allowed or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

TO COUNTY:

Clark County Real Property Management
ATTN: Director
500 S. Grand Central Pkwy., 4th floor
Las Vegas, NV 89155-1825

TO TENANT:

Monday's Dark
ATTN: Mark Shunock
5130 S Fort Apache Suite #215-393
Las Vegas, NV 89148
P: 702-903-1070

13. Miscellaneous

13.1 **No Waiver.** No waiver of any of the provisions of this Lease shall be deemed, nor shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

13.2 **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Lease.

13.3 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon County or Tenant as a warranty or otherwise.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

13.4 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

13.5 Article and Section Headings. The article and section headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not support to define, limit, or extend the scope or intent of the language of the articles and sections to which they pertain.

13.6 Severability. If it is determined by a court of competent jurisdiction that any provision of this Lease (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the Parties, while the remainder of this Lease shall remain in full force and effect and bind the Parties according to its terms. Any provision, section, paragraph, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement.

13.7 Time of the Essence. Time is of the essence concerning each and every term, covenant, condition, and provision of this Agreement.

13.8 Amendments. This Agreement may not be modified or amended except by an instrument in writing and agreed to by both Parties.

13.9 Remedies Cumulative. The various rights, options, elections and remedies of each Party contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

13.10 Successors and Assigns. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns (where assignment is permitted) of each Party.

13.11 Interpretation. This Lease shall not be construed either for or against either Party, but this Lease shall be interpreted in accordance with the general tenor of its language.

13.12 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between County and Tenant. No provisions of this Lease, nor any acts of the Parties hereto, shall be deemed to create any relationship between County and Tenant other than as set forth in this Lease.

13.13 Third Party Beneficiary. This Lease is not intended to create any rights, powers or interest in any third party; and this Lease is entered into for the exclusive benefit of the undersigned Parties.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

13.14 Non-Discrimination. Tenant shall not unlawfully discriminate against any person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, or exclude from participation in, deny the benefits of, or otherwise subject any such person to discrimination in the use of the Premises.

[SIGNATURE PAGE TO FOLLOW]


LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

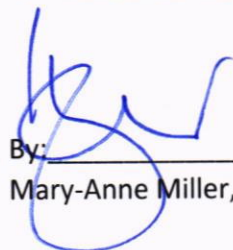
COUNTY

MONDAY'S DARK

By: _____
Lisa Kremer
Director of Real Property Management

By:  _____
Mark Shunock
President

APPROVED AS TO FORM:


By: _____
Mary-Anne Miller, County Counsel

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT A
PAGE 1 OF 4
LEGAL DESCRIPTION

OWNER: COUNTY OF CLARK
APN 162-20-212-005

EXHIBIT "A"
DESCRIPTION

A PORTION OF LOT 1 AS SHOWN IN BOOK 103, PAGE 94 OF PLATS, ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID NORTHWEST QUARTER (NW 1/4); THENCE ALONG THE EAST LINE THEREOF, NORTH 00°19'51" WEST, 104.53 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89°40'09" WEST, 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF POLARIS AVENUE, DESCRIBED IN THAT GRANT DEED RECORDED NOVEMBER 25, 1969, IN BOOK 994 AS INSTRUMENT NUMBER 797939, ON FILE AT SAID RECORDER'S OFFICE, SAME BEING A POINT ON THE EASTERLY LINE OF SAID LOT, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND EASTERLY LINE, NORTH 89°21'09" WEST, 146.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS 3728.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 08°09'36" EAST; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°24'08", AN ARC LENGTH OF 156.31 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 65.00 FEET, FROM WHICH A BEGINNING THE RADIUS BEARS NORTH 10°33'44" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°31'08", AN ARC LENGTH OF 81.14 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 385.50 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 82°04'52" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°23'10", AN ARC LENGTH OF 49.69 FEET TO A POINT ON THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT NUMBER 20100201-0001520, ON FILE AT SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE, NORTH 00°05'31" WEST, 20.80 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: 1) NORTH 89°29'45" EAST, 227.91 FEET; 2) NORTH 00°59'41" WEST, 37.35 FEET; 3) SOUTH 89°58'19" EAST, 128.48 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY OF POLARIS AVENUE AND THE EASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID EASTERLY LINE, SOUTH 00°19'51" EAST, 191.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 54,718 SQUARE FEET, MORE OR LESS.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT A
PAGE 2 OF 4
LEGAL DESCRIPTION

OWNER: COUNTY OF CLARK
APN 162-20-212-005

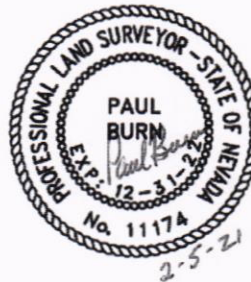
BASIS OF BEARINGS

SOUTH 89°21'09" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN FILE 219, PAGE 45 OF SURVEYS ON FILE AT THE CLARK COUNTY RECORDER'S OFFICE.

END OF DESCRIPTION

(SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

PAUL BURN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174



Page 2 of 2

F:\Projects\500\500-901A\Division\Srvy\Srvy\Documents\Legals\162-20-212-005 LOT LE01.docx

GCW, INC.

1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

EXHIBIT A
PAGE 3 OF 4
LEGAL DESCRIPTION

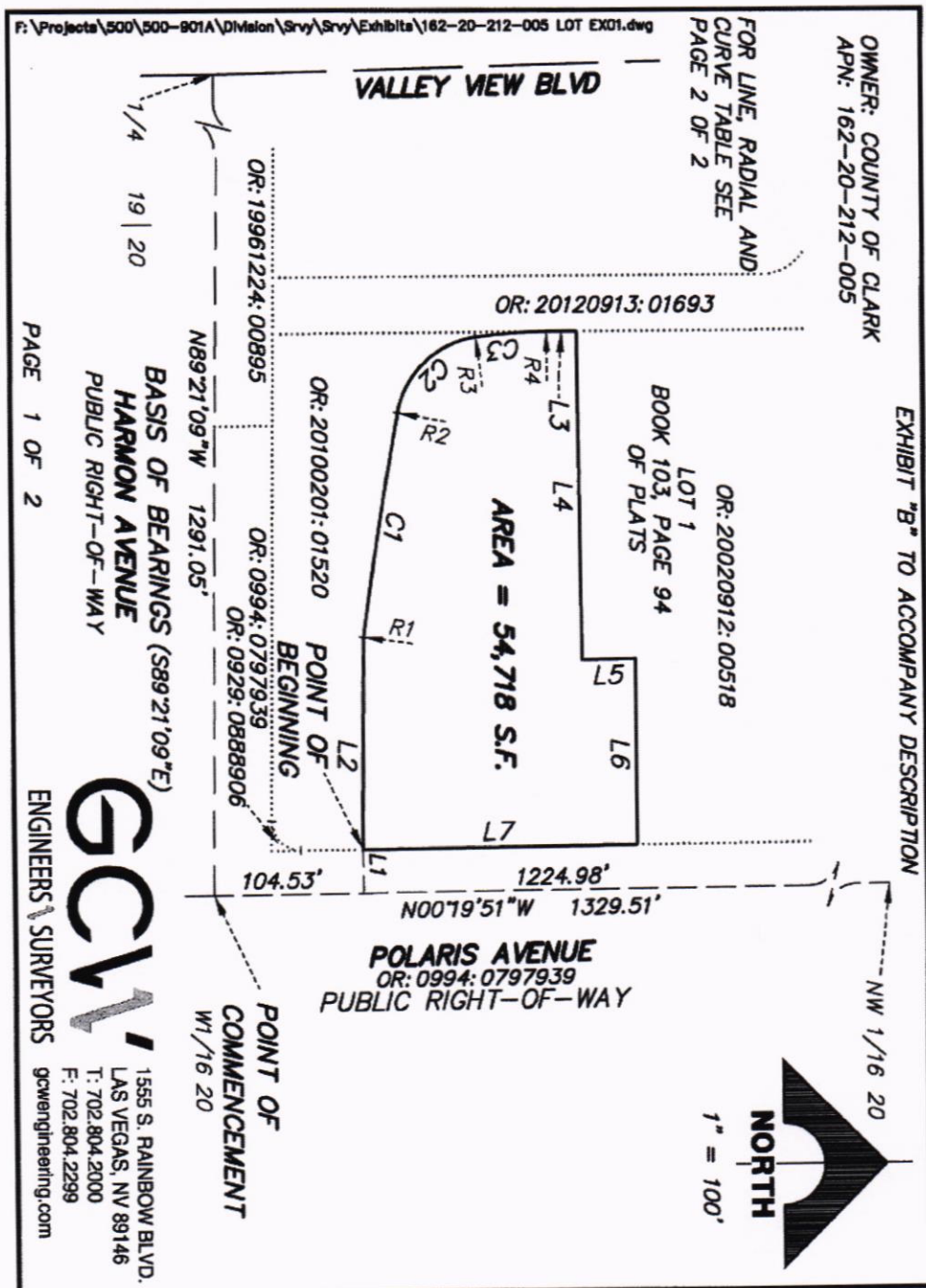


EXHIBIT A
PAGE 4 OF 4
LEGAL DESCRIPTION

F:\Projects\500\500-901A\Division\Srvy\Srvy\Exhibits\162-20-212-005 LOT EX01.dwg

OWNER: COUNTY OF CLARK
APN: 162-20-212-005

EXHIBIT "B" TO ACCOMPANY DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°40'09"W	30.00'
L2	N89°21'09"W	146.48'
L3	N00°05'31"W	20.80'
L4	N89°29'45"E	227.91'
L5	N00°59'41"W	37.35'
L6	S89°58'19"E	128.48'
L7	S00°19'51"E	191.64'

RADIAL TABLE	
LINE	BEARING
R1	N08°09'36"E
R2	N10°33'44"E
R3	N82°04'52"E
R4	S89°28'02"W

CURVE TABLE			
NO.	DELTA	RADIUS	TANGENT
C1	2°24'08"	3728.00'	78.17'
C2	71°31'08"	65.00'	46.81'
C3	7°23'10"	385.50'	24.88'

PAGE 2 OF 2

GCV
ENGINEERS & SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcvengeering.com

EXHIBIT B
PAGE 1 OF 2
OVERALL SITE PLAN

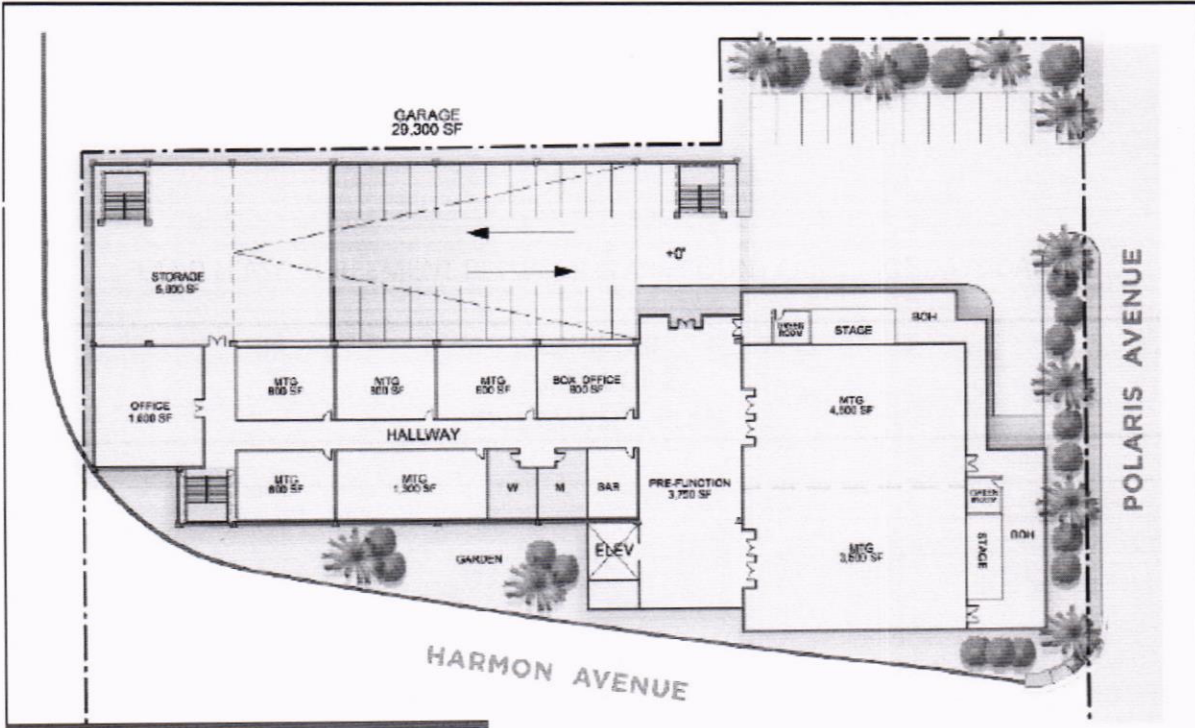
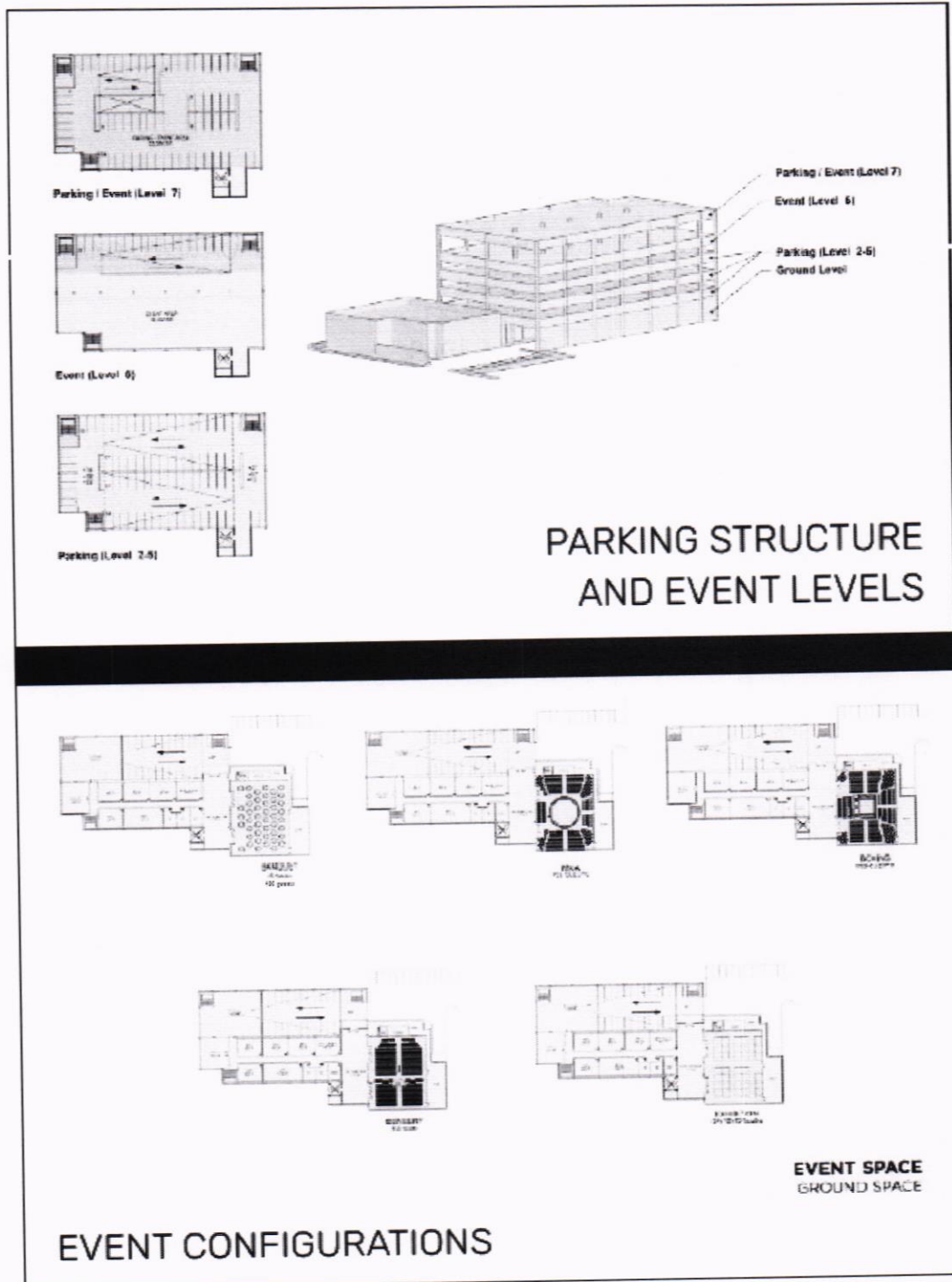


EXHIBIT B
PAGE 2 OF 2
OVERALL SITE PLAN



LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT C
PAGE 1 OF 4
DEED OF EASEMENT IN GROSS

(4)

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APNs 162-20-212-005

(11 digit Assessor's Parcel Number may be obtained at
<http://redrock.co.clark.nv.us/assrrea/prop/owner.aspx>)

Inst #: 201208140001675

Fees: \$20.00

N/C Fee: \$0.00

08/14/2012 12:07:08 PM

Receipt #: 1271023

Requestor:

CHAPMAN LAW FIRM PC

Recorded By: COJ Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Deed of Easement in Gross

Document Title on cover page must appear EXACTLY as the first page of the
document to be recorded.

RECORDING REQUESTED BY:

Chapman Law Firm

RETURN TO: Name

Chapman Law Firm

Address

1100 Bridger Ave

City/State/Zip

Las Vegas, NV 89101

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name

Address

City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

EXHIBIT C
PAGE 2 OF 4
DEED OF EASEMENT IN GROSS

Deed of Easement *In Gross*

This easement *in gross* is made between Clark County, a political subdivision of the State of Nevada, ("Grantor") and Robert M. Brandy ("Grantee").

Witnesseth:

WHEREAS, the Grantor is the owner of certain real property identified as Assessor Parcel Number 162-20-212-005 and more commonly known as 4495 Polaris Avenue, Las Vegas, in Clark County, Nevada ("4495 Polaris Avenue").

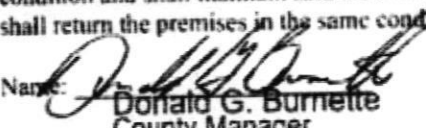
WHEREAS, the Grantee is the owner of adjoining property identified as Assessor Parcel Number 162-20-212-004 and more commonly known as 4425-4445 Polaris Avenue, Las Vegas, in Clark County, Nevada ("4425-4445 Polaris Avenue").

WHEREAS, the Grantor may grant and convey to the Grantee an easement *in gross* upon 4495 Polaris Avenue, according to the terms and conditions set forth below.

Easement in Gross:

The Grantor does hereby grant and convey to the Grantee, to have and to hold, an easement *in gross* ("easement"), described in more detail in Exhibit 1, upon 4495 Polaris Avenue, with the following rights:

1. Right granted: To use the easement for the benefit of 4425-4445 Polaris Avenue. Grantee shall not suffer liens to be placed on 4495 Polaris Avenue, nor attempt to use the same as collateral for loans.
2. Duration: This easement shall remain in effect so long as 4425-4445 Polaris Avenue is owned solely by Grantee, or by a business entity solely owned by Grantee. If Grantee sells or conveys 4425-4445 Polaris Avenue, or any portion thereof, this easement shall automatically terminate and be of no further force or effect.
3. Maintenance obligation: Grantee shall maintain the easement and the structures thereon in good condition and shall maintain said area at his own expense. At the conclusion of the easement, Grantee shall return the premises in the same condition as existed at the date set forth herein.

Name: 
Donald G. Burnette
County Manager
Title: _____
on behalf of Clark County, a political
subdivision of the State of Nevada, Grantor
Dated: 8/9/12

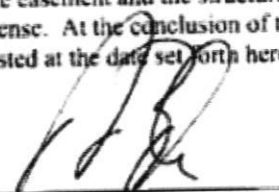

Robert Brandy
Owner of 4425-4445 Polaris Avenue, Grantee
Dated: 8-6-12

EXHIBIT C
PAGE 3 OF 4
DEED OF EASEMENT IN GROSS

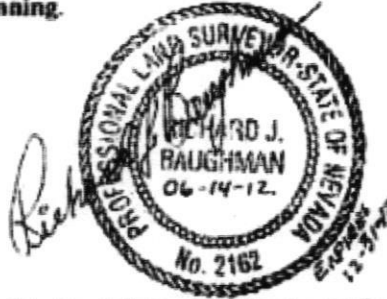
LEGAL DESCRIPTION

That portion of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 20, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the above referenced Section 20; thence North 00°19'45" West along the East line thereof, being the centerline of Polaris Avenue, a distance of 295.95 feet; thence North 89°57'59" West, a distance of 30.00 feet to a point on the Westerly right-of-way line of the aforementioned Polaris Avenue (60.00 feet wide), said point being the **Point of Beginning**; thence continuing North 89°57'59" West a distance of 128.48 feet; thence South 01°00'22" East a distance of 37.35 feet; thence South 89°57'59" East a distance of 128.04 feet to a point on the aforementioned Westerly right-of-way line of Polaris Avenue; thence North 00°19'45" West along said Westerly right-of-way line a distance of 37.34 feet to the **Point of Beginning**.

Containing 4790 sq ft, more or less.

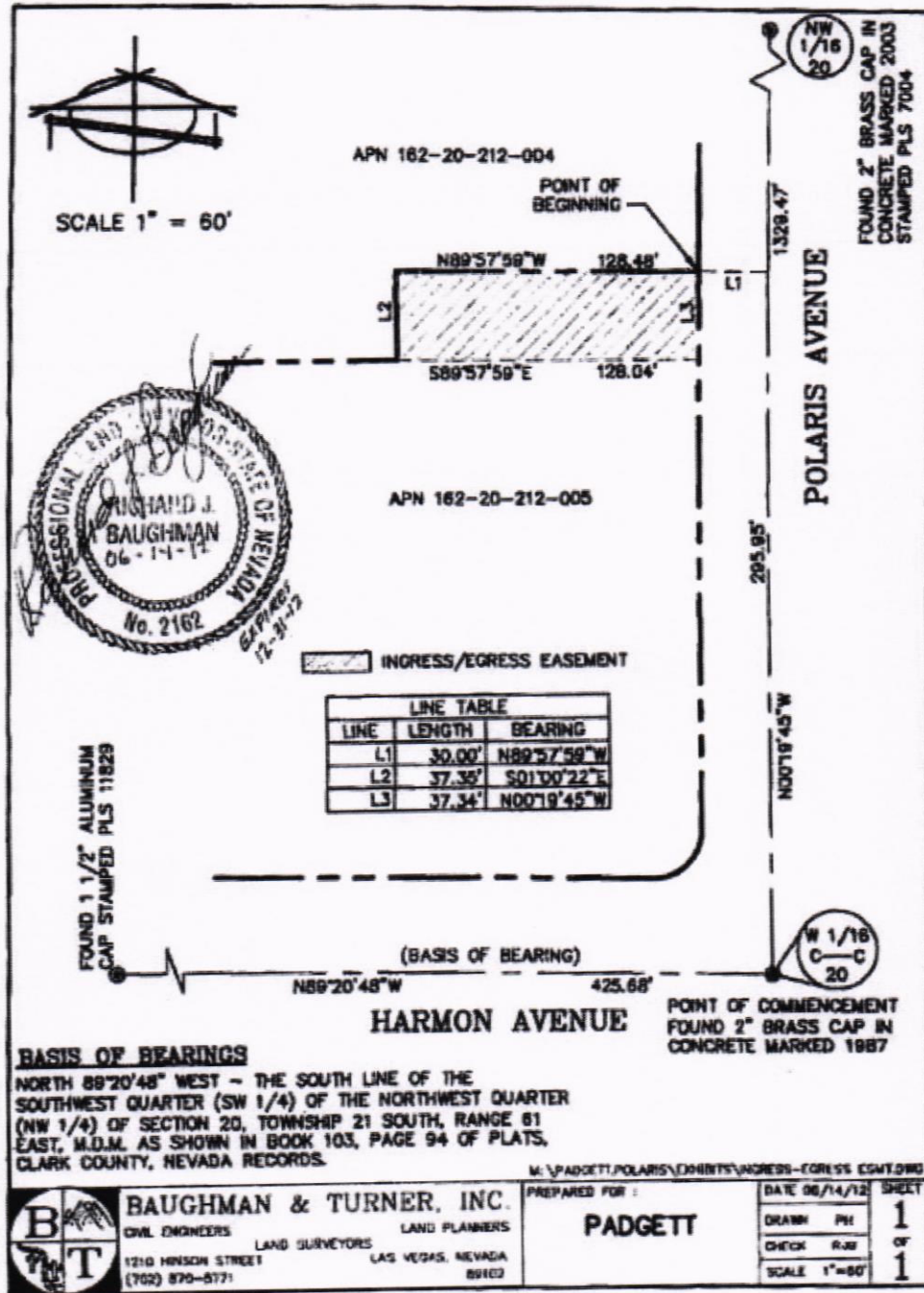
Richard J. Baughman, P.L.S.
Nevada Certificate No. 2162
Baughman and Turner, Inc.
1210 Hinson Street
Las Vegas NV 89102



Basis of Bearing: North 89°20'48" West - The South line of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 20, Township 21 South, Range 61 East, M.D.M., as shown in Book 103, Page 94 of Plats, Clark County, Nevada Records.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT C
PAGE 4 OF 4
DEED OF EASEMENT IN GROSS



LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT D
PAGE 1 OF 10
PERFORMANCE AGREEMENT

CLARK COUNTY COMPREHENSIVE PLANNING
PERFORMANCE AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of ____, 20XX, by and between _____, hereinafter referred to as DEVELOPER, and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS, DEVELOPER is developing a project, known as _____ ("Project"), generally located at _____, Las Vegas, Nevada 89____;

WHEREAS, with the approval of (application number or Development Agreement) by the Clark County Board of County Commissioners on (date) the DEVELOPER agreed to submit a Decommissioning Plan ("Plan") acceptable to the COUNTY which specifies the actions to be taken by DEVELOPER in the event construction of the Project is stopped or abandoned for one hundred and eighty (180) days or longer. A copy of the approved Plan is attached hereto as Exhibit "A" and by reference made a part hereof;

WHEREAS, the DEVELOPER agreed to execute a surety and performance bond/or cash in lieu of Bond (pick one) or other acceptable security or financial guarantee in favor of the COUNTY, securing to the COUNTY the full and complete implementation of the actions identified in the Plan;

WHEREAS, the DEVELOPER desires to post such bond or cash in lieu of bond in the amount of _____ Dollars and _____ cents (\$_____) (the "Funds") performance bond for _____ of the _____ Project (hereinafter "_____"), and the COUNTY desires to accept such bond, cash in lieu of bond for DEVELOPER'S obligations identified in the Plan, pursuant to the terms and conditions of the Plan and subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The foregoing recitals are incorporated herein and form a material part of this Agreement.
2. The DEVELOPER hereby represents and agrees that it has heretofore established with NAME OF BONDING COMPANY ("BONDING INSTITUTION") a bond designated by Bond # _____ (the "Bond") in the amount of _____ Dollars and _____ cents (\$_____) as security for the DEVELOPER'S full and complete fulfillment of the decommissioning actions for _____ identified in the Plan ("Decommissioning Actions"). Bond is attached hereto as Exhibit "B". Site Plan is as illustrated in Exhibit "C".

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT D
PAGE 2 OF 10
PERFORMANCE AGREEMENT

3. The posted Bond in said Account may be withdrawn only upon approval for release by the
4. Director of Comprehensive Planning or the designee in accordance with the terms and conditions of this Agreement and the Plan. Should the Project be Abandoned, measures shall be immediately implemented by the DEVELOPER as required in Exhibit A attached hereto:

The term "Abandoned" or "Abandonment" means construction of the (Phase ??) of the _____ Project has stopped for a period of one hundred and eighty (180) days or longer. Situations where construction will be considered stopped include any one hundred eighty (180) day period where construction is not diligently pursued but is restarted briefly for the apparent purpose of avoiding expiration of the one hundred eighty (180) day period. The existence of an active building permit has no bearing on determining whether the Project has been Abandoned for purposes of this Agreement and Plan. DEVELOPER shall provide COUNTY with status reports about construction activity occurring on the Project site every ninety (90) days. Each such status report shall describe the percentage of completion of the Project and such other information concerning the status of the construction of the Project as the COUNTY may reasonably require.

5. In the event said Decommissioning Actions identified in the Plan are not completed to the satisfaction of the COUNTY within the time prescribed in said Plan and Development Agreement, or any extensions of time granted by the COUNTY thereto, the COUNTY may serve upon the DEVELOPER and upon the BONDING INSTITUTION written notice of such default to their respective mailing address as set forth in this Agreement and thereafter the COUNTY may exercise its rights under the Security, including without limitation making drafts on said Account or requests for withdrawals of Funds there from by the COUNTY which shall be valid and binding and shall be honored by BONDING INSTITUTION upon the sole signature of the Director of Comprehensive Planning of COUNTY or the designee. The COUNTY shall use all Funds drawn from said Bond pursuant to this Agreement solely for the completion of the Decommissioning Actions identified in the Plan. Any excess Bond Funds remaining held by the COUNTY following the completion of such Decommissioning Actions by COUNTY shall be promptly released.

6. The DEVELOPER agrees that the amount of the Bond provided for in Section 2 above is based upon the estimated cost of the Decommissioning Actions called for in the Plan. It is understood and agreed that, in the event the actual cost of said Decommissioning Actions exceed such sum, the Developer is in no way relieved by this Agreement and the Plan from the obligation of paying the amount of such excess. If the actual cost of said actions exceeds the sum of the Bond, the DEVELOPER shall pay such excess amounts to the COUNTY within thirty (30) days of receipt of invoice from the COUNTY in the event the Decommissioning Actions are not timely completed by Developer. If after sixty (60) days the Developer has not paid such excess amounts to the County, the County may recover the excess costs incurred in abating the conditions on the Property by recording a lien against the Subject Property in the amount of costs incurred to abate the conditions, or by commencing a civil action in District Court to recover the costs, or both.

7. Except as set forth in this Agreement, neither BONDING INSTITUTION nor any of its affiliates, make any representation or commitment whatsoever to be otherwise directly or indirectly responsible for the construction or the financing of the Decommissioning Actions identified in the Plan.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

8.

EXHIBIT D
PAGE 3 OF 10
PERFORMANCE AGREEMENT

9. DEVELOPER hereby grants to the COUNTY a perfected security interest in the Bond to secure Developer's obligations to complete the Decommissioning Actions in accordance with the Development Agreement and Plan. This Agreement grants to COUNTY "control" of the Bond Funds as contemplated by Nevada Revised Statutes. The County's claim to said Bond Funds shall be prior to that of any creditor of DEVELOPER, or any receiver or trustee in the event of insolvency of bankruptcy of DEVELOPER; and that in such event, said Bond Funds shall not be administered by any receiver or trustee, but shall be paid and distributed according to the terms of this Agreement.

10. Upon final acceptance by the Director of Comprehensive Planning of the timely completion of all of the Decommissioning Actions called for in said Plan, upon the issuance of a Certificate of Completion or Occupancy for the Project, or upon expiration of [land use application] this Agreement shall become null and void and of no further force or effect, and any Bond Funds remaining in said Account shall be released.

11. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

12. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given when personally delivered or three (3) business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid and addressed as follows:

COUNTY:

Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPER:

(ADD THE NAME/ADDRESS OF THE BOND COMPANY)

13. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between COUNTY, DEVELOPER and BONDING INSTITUTION except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party to this Agreement, including without limitation, any broker, and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT D
PAGE 4 OF 10
PERFORMANCE AGREEMENT

14. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. The parties hereby submit to the exclusive jurisdiction of the Eighth Judicial District Court located in Clark County, Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

[SIGNATURES PROVIDED ON NEXT PAGE]

EXHIBIT D
PAGE 5 OF 10
PERFORMANCE AGREEMENT

Page 28 of 33

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT D
PAGE 6 OF 10
PERFORMANCE AGREEMENT

COUNTY:

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

Attest

By:

Marilyn Kirkpatrick

Lynn Marie Goya

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 20XX, by Marilyn Kirkpatrick, as Chair of the Board of County Commissioners, Clark County, State of Nevada.

Notary Public

in and for said County and State

My Commission expires: _____

(SEAL)

EXHIBIT D
PAGE 7 OF 10
PERFORMANCE AGREEMENT

EXHIBIT "A"

Decommissioning Plan

Below is the Decommissioning Plan ("Plan") for the project ("Project") to be constructed at _____, Las Vegas, Nevada 89____. This Decommissioning Plan is attached to and made a part of that certain Performance Agreement, dated as of _____, between the County of Clark and _____ (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. The intent of this document is to address how (entire project/phase/portion _____) will be decommissioned. In the event the project or (phase??) is Abandoned by DEVELOPER and decommissioning is required per the terms of the Agreement, this Plan shall be implemented per the requirements below.

Project Description:

The Project is located on the _____ corner of _____ (street/boulevard/avenue etc.) and _____ street/boulevard/avenue etc.). The site encompasses multiple buildings that are located within the boundary of the property with a surface parking lot and construction trailer compound in the _____ portion of the property/site. The Project is generally surrounded by _____ to the north side, _____ to the east side, _____ to the south side and, _____ to the west side. The buildings are (provide description of the building/s and site) _____. _____ of the Project encompasses the area depicted as "(phase ??)" attached as Exhibit "C." Decommissioning of _____ and any other future Phases of the Project shall be addressed separately in other approved decommissioning plan/s prior to submittal of any permits for the subject (phase/s).

Decommissioning Work:

The "Decommissioning Work" consists of the following measures, which shall be implemented as required by the terms of the Agreement:

- A. Complete all remaining work necessary to make the site safe including grading excavations with stable cut slopes to the satisfaction of the County and completing any in-grade foundations with reinforcing steel in place to the satisfaction of the Building Official. (Value \$ _____)
- B. Conduct a wind study analysis on areas of the Project where the building is partially enclosed, make available to the County the results of the wind study analysis, and take appropriate measures to ensure the structural stability of the building enclosure. (Value \$ _____)
- C. Erosion and sediment control measures around the property shall be left in place.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT D
PAGE 8 OF 10
PERFORMANCE AGREEMENT

- D. Enclose the site with a solid eight foot high wood construction fence made of dimensional lumber and faced with plywood on the (state sides of the project and provide a full description of the
- E. fencing). This fence will be engineered and stamped by a Nevada registered professional engineer as required by the Clark County Building Official. The wood fence will be painted with a neutral color anti- graffiti paint or approved surface on the public side and have locked access points to allow authorized entry for both pedestrian and vehicular traffic including fire department access.
- F. Except for Paragraph (I) below, remove from the site or consolidate and store on-site as provided herein all materials, equipment and trailers within 90 days after construction is considered abandoned. Watchman's trailers are permitted at designated entry points for security purposes. Any fixed equipment on site and not yet installed in the Project may be disassembled into original component parts, temporarily stored at the staging areas until secured or removed from the site by truck. Once the components are disassembled and at ground level, the materials may be transported to various storage and/or salvage facilities. All non-salvageable components will be processed and safely transported to an approved disposal facility. Equipment and construction materials may be consolidated and stored on site in an organized fashion upon the site so long as such storage access are screened from view. (Value \$ _____)
- G. Complete all remaining work necessary to install, protect and maintain all working fire hydrants per approved plans to the satisfaction of the County. De-energize and isolate any and all unused external utilities to the site in co-operation with the appropriate utilities as required.
- H. Not less than one Class I standpipe system shall be installed and functional throughout the building where the floor level of the highest story is located more than 40' above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located more than 30' below the highest level of fire department vehicle access. On or before December 1 of the year in which the Project is Abandoned, the standpipe will be provided with required freeze protection. A standpipe is a type of rigid water piping which is built into multi-story buildings in a vertical position or bridges in a horizontal position, to which fire hoses can be connected, allowing manual application of water to the fire. Signage will be provided indicating the areas that each standpipe serves and the areas where the wet sprinkler systems shall be discharged. (Value \$ _____)
- I. Wrap those areas of the structural steel portion of buildings exposed elevation that face the Right/s of Way of _____ in a 6 mil, high strength shrink wrap or equal product. The product will be made of fire retardant poly that is both static free and anti-microbial. Shrink wrap will meet or exceed National Fire Protection Association (NFPA) 701, Test Method 2 (large scale) requirements. Shrink wrap will be neutral in color or other subdued hue acceptable to the County. (Value \$ _____)
- J. Cranes will be dismantled and removed from the site and crane pads will be decommissioned within 90 days after construction is considered abandoned. (Value \$ _____)

The total cost of the decommissioning work is estimated at \$ _____.

LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAYS DARK

EXHIBIT D
PAGE 9 OF 10
PERFORMANCE AGREEMENT

Monitoring:

Follow-up monitoring will be conducted to ensure fence and screening are in place and in good order; and additional monitoring activities may also be conducted, depending upon the site conditions at the

time of decommissioning. If negative impacts are noted during monitoring activities, appropriate remediation measures will be implemented as necessary.

A. Site and emergency lighting shall be maintained. Electrical Rooms shall be monitored on a daily basis. These rooms shall be environmentally controlled for the protection of equipment. Any de-watering systems shall be maintained in an operational condition. The principal design professional shall evaluate the structure for both architectural and structural integrity. Area safety and security of the structure shall be maintained. Safety and security staff shall continue to patrol, secure and guard the site twenty-four (24) hours a day. The building shall be secure from unauthorized access twenty-four (24) hours a day.

B. Fire pumps shall be monitored and routinely tested in accordance with the Fire Protection Agreement and Clark County Department of Building and Fire Prevention requirements. All temporary fire pumps shall remain in place and operational in accordance with the approved Fire Protection Agreement and Clark County Department of Building and Fire Prevention requirements. All in place and functional fire/life safety and fire protection systems, permanent and temporary, shall be maintained operational and monitored. The 20-foot access lane around the building and the fire hydrants shall be maintained at all times. Safety and security staff shall continue to patrol, secure and guard the site twenty-four (24) hours a day; and only essential authorized personnel shall be allowed on site.

Bonding/Cash in Lieu of Bonding/Payment Security

In accordance with Clark County requirements, _____ will provide a Bond in an amount equal to the highest estimated cost noted in this Decommissioning Plan (\$_____). In order to address any costs above the estimated amount, the above plan and posted security includes a 5% contingency ("Contingency") for any unforeseen costs not included.

LAND LEASE AGREEMENT BETWEEN COUNTY AND MONDAY'S DARK

EXHIBIT D
PAGE 10 OF 10
PERFORMANCE AGREEMENT

**(ADD A COMPREHENSIVE LIST OF DECOMMISSIONING COSTS TO THIS PAGE AS OUTLINED
IN THE PLAN)**