

APNS:

176-04-201-002 through -004;

176-04-201-009 through-010;

176-04-301-003 & -004;

176-04-301-014

When recorded Please Return to:

Clark County Department of Public Works

Development Review Division

1st Floor

Clark County Government Center

CLARK COUNTY

DEPARTMENT OF PUBLIC WORKS

INDEMNITY, DEFENSE & HOLD HARMLESS AGREEMENT

INDEMNITY, DEFENSE & HOLD HARMLESS AGREEMENT

This Indemnity, Defense and Hold Harmless Agreement (“Agreement”) is entered into as of the 17th Day of March, 2021 by and between Matter Uncommons, LLC (“Matter Uncommons”), Matter Durango, LLC (“Matter Durango” and together with Matter Durango, collectively “Owner”) and Clark County, Nevada (“County”)(collectively “the Parties”).

WHEREAS, Matter Uncommons owns property generally located on the southeast corner of Durango Drive and the Clark County 215 Beltway, Assessor Parcel Numbers 176-04-201-002 through 176-04-201-004; 176-04-201-009; 176-04- 301-003; 176-04-301-004; 176-04-301-014 (“Matter Property”);

WHEREAS, Matter Durango owns property generally located on the southeast corner of Durango Drive and the Clark County 215 Beltway, known as Assessor Parcel Number 176-04-201-010 (“Durango Property” and together with the Matter Property, collectively, “Subject Property”);

WHEREAS, Matter Uncommons submitted a waiver of development standards application, WS-20-0507, with respect to the Subject Property requesting approval to place a freestanding sign on and over a drainage easement held by Clark County;

WHEREAS, the Subject Property is encumbered by a permanent drainage easement in favor of the County for flood control and related improvements as documented in the Order of Vacation, VS-1519-02, recorded in book no. 20040929, instrument no. 2463 (“Drainage Easement”), and said improvements in the Drainage Easement encumbering the Subject Property are underground;

WHEREAS, Matter Uncommons’ waiver to place a freestanding sign within a Drainage Easement was approved by the Clark County Board of County Commissioners on January 6, 2021 subject to conditions;

WHEREAS, a condition attached to the approval to locate a freestanding sign within the Drainage Easement provides that “Prior to building permit issuance for the sign in the drainage easement, enter into an agreement acceptable to the County indemnifying, defending and holding the County harmless for the removal, replacement, or relocation of the sign and other matters related thereto”;

WHEREAS, Owners consented to the condition attached to the waiver application to enter into this Agreement in order to place a free-standing sign on and over the Drainage Easement;

WHEREAS, the Parties intend that this Agreement fulfill the condition attached to the approval of the freestanding sign on and over the Drainage Easement at the specific location legally described in Exhibit "A", attached hereto.

NOW, THEREFORE, in consideration of the above, the observance of the mutual promises contained below, the receipt and sufficiency of which consideration is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. County agrees to allow Owner to place the freestanding sign approved in WS-20-0507 within the Drainage Easement at the specific location legally described in Exhibit "A", attached hereto and by this reference incorporated herein so long as the freestanding sign does not interfere with the rights granted and/or reserved to the County in the Drainage Easement.
2. The location and dimension of the freestanding sign shall be that which is depicted in the approved plans and elevations for WS-20-0507.
3. Owner agrees to comply with all requirements and approvals of the United States Army Corp. of Engineers relating to the freestanding sign as well as any other applicable federal, state and local law, including but not limited to the Clark County Code.
4. Within thirty (30) calendar days of receipt of written notice from the County, or sooner if requested and immediately if an emergency, Owner shall remove and/or relocate, at its sole cost or expense, the freestanding sign from the County easement area in the event it becomes necessary in the County's discretion to repair, maintain, upgrade, or modify the County improvements within the Drainage Easement or otherwise exercise its rights consistent with the Drainage Easement. In the event Owner does not remove and/or relocate the freestanding sign within said time period, then the County may do so at the cost and expense of Owner and Owner shall pay the County said cost and expense within thirty (30) calendar days after receipt of invoice. In the event of an emergency, or if the freestanding sign becomes a threat to the health, safety or welfare of the public, as determined by the County, the County may remove and/or relocate the freestanding sign immediately without prior written notice to Owner at Owner's cost and expense as set forth above. Owner may reconstruct the freestanding sign at its original location and dimensions at its sole cost and expense once the County's work within the Drainage Easement is complete and so long as there is no interference with the rights granted and/or reserved in the Drainage Easement and there is no emergency or threat to the health, safety or welfare of the public.

5. Notwithstanding any other provision in this Agreement, Owners understand and agree that if the County reconstructs or modifies its improvements in the Drainage Easement to include above-ground structures, the County, may require removal of the free-standing sign.
6. In no event shall County be liable or in any way responsible for the cost of removing, relocating, replacing, or reconstructing the freestanding sign, or for any damage to the freestanding sign as a result thereof; nor shall the County be liable for damages alleged to be caused by the absence of the freestanding sign including without limitation for alleged lost revenues for the businesses located within the Owner development on the Subject Property.
7. Owner, its successors in interest, shall indemnify, defend and hold harmless the County and its officers agents, employees and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, judgments, of whatever nature, whether false, groundless or fraudulent, including, but not limited to, investigation costs, reasonable attorneys fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss, or destruction of property whatsoever when such injury, death, loss, destruction, or damage is due to or arising from or as a result of or connected to the freestanding sign, any work, action or inaction by Owner, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the freestanding sign, including, but not limited to, design, construction, installation, use, adjustments, maintenance, demolition, removal, repairs, remodeling, relocation, modification or reconstruction of the freestanding sign. Owner, agrees that the County shall not be responsible for any damage to the freestanding sign or the Subject Property, regardless of the nature of the damage, whether such loss or damage is caused by Owner, the County, a contractor, a utility or any other person, party, or entity.
8. Miscellaneous Provisions:
 - a. **Binding on Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, successors in interest and assigns. It will be recorded in the Office of the Clark County Recorder. Furthermore, it is expressly acknowledged and agreed that Owner (a) shall have the right to assign its rights and obligations under this Agreement to an owners' association formed in connection with the development of the Subject

Property upon written notice to the County and the recordation of an assignment and assumption agreement, and (b) shall automatically be released from the provisions of this Agreement upon any such assignment so long as the owners' association assumes the liability set forth herein pre-dating the assignment.

- b. **Governing Law:** The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall exclusively govern the validity, construction, performance, and effect of this Agreement.
- c. **Consent to Jurisdiction:** Each Party hereto consents to the jurisdiction of the state court located within Clark County, Nevada in the event any action is brought for declaratory relief or enforcement of this Agreement.
- d. **Attorney Fees:** Unless otherwise specifically provided for herein, each Party hereto shall bear its own attorney fees and costs incurred during the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, each Party shall bear its own costs and attorney fees regardless of the outcome of the action or proceeding.
- e. **Interpretation:** In the interpretation of this Agreement, this Agreement shall be construed without regard to any presumptions or other rule requiring construction against the Party who caused the Agreement to be drafted. This Agreement does not supersede any other agreement between the Parties.
- f. **Amendment:** This Agreement shall not be modified, amended, or changed in any manner unless in writing executed by the parties.
- g. **Waivers:** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the Party making the waiver.
- h. **Invalidity:** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- i. **Counterparts:** This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document. Facsimile copies shall have the same force and effect and original copies.
- j. **Negotiated Agreement:** This is a negotiated agreement. All Parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any Party based upon the grounds that the Agreement was prepared by any one of the parties.
- k. **Recitals:** The recitals set forth above are incorporated herein and made a part hereof.
- l. **Notice:** All notices under this Agreement shall be in writing addressed to:

As to Matter Uncommons:

James M. Stuart
385 Pilot Rd, Suite D
Las Vegas, NV
89119

As to Matter Durango:

James M. Stuart
385 Pilot Road, Suite D
Las Vegas, NV
89119

As to Clark County:

Clark County Department of Public Works
Attn: The Director of Public Works
500 S. Grand Central Parkway, 2nd Floor
Las Vegas, NV 89106

- m. **Authority:** Each individual signing this document acknowledges that he or she has the full authority to enter into this document and bind such individual Party or entity to its terms. By signing this document, Owner and County agree to the conditions set forth herein.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the Effective Date.

DEVELOPER:

Matter UnCommons LLC, a Nevada limited liability company

By: [Signature]

Printed Name: James M. Stuart

Title: Authorized Representative

Date: May 27, 2021

STATE OF California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

) ss.
COUNTY OF San Diego

This instrument was acknowledged before me on May 27, 2021, by James M. Stuart, as Authorized Representative of Matter UnCommons LLC, a Nevada limited liability company.

[Signature]
Notary Public
(SEAL)



Matter Durango LLC, a Nevada limited liability company

By: CPG LV I LLC, a Nevada limited-liability company and its Manager

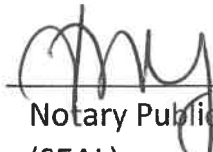
By: Centra Craig JV, LLC, a Nevada limited-liability company and its Manager

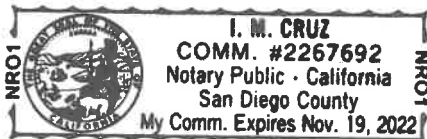
By: 
Name: James M. Stuart
Title: Manager

STATE OF California)
) ss.
COUNTY OF San Diego)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

This instrument was acknowledged before me on May 27, 2021, by James M. Stuart, as Manager of Centra Craig JV LLC, a Nevada limited liability company.


Notary Public
(SEAL)



COUNTY:


County of Clark, a political subdivision
Of the state of Nevada

Attest

By: _____
Marilyn Kirkpatrick
Chair, Board of County Commissioners

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM

By:  _____
Laura Rehfeldt
Deputy District Attorney

APN 176-04-201-009

EXHIBIT "A"
LEGAL DESCRIPTION
UNCOMMONS MIXED USE DEVELOPMENT
INDEMNITY AGREEMENT

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY NEVADA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF MAULE AVENUE AND DURANGO DRIVE, SITUATED IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 4; THENCE ALONG THE CENTERLINE OF MAULE AVENUE, SOUTH 89°47'51" EAST, A DISTANCE OF 50.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DURANGO DRIVE, AS DEDICATED PER BOOK 20030724 AS INSTRUMENT NO. 00442 OF OFFICIAL DOCUMENTS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 00°40'38" WEST, A DISTANCE OF 58.64 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89°19'22" EAST, A DISTANCE OF 13.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°40'38" WEST, A DISTANCE OF 50.50 FEET; THENCE NORTH 89°19'22" EAST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 00°40'38" EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 89°19'22" WEST, A DISTANCE OF 5.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 278 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 04, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN FILE 211 OF SURVEYS, PAGE 84 IN THE OFFICE OF THE COUNTY RECORDER.

SAID LINE BEARS NORTH 89°47'51" WEST.

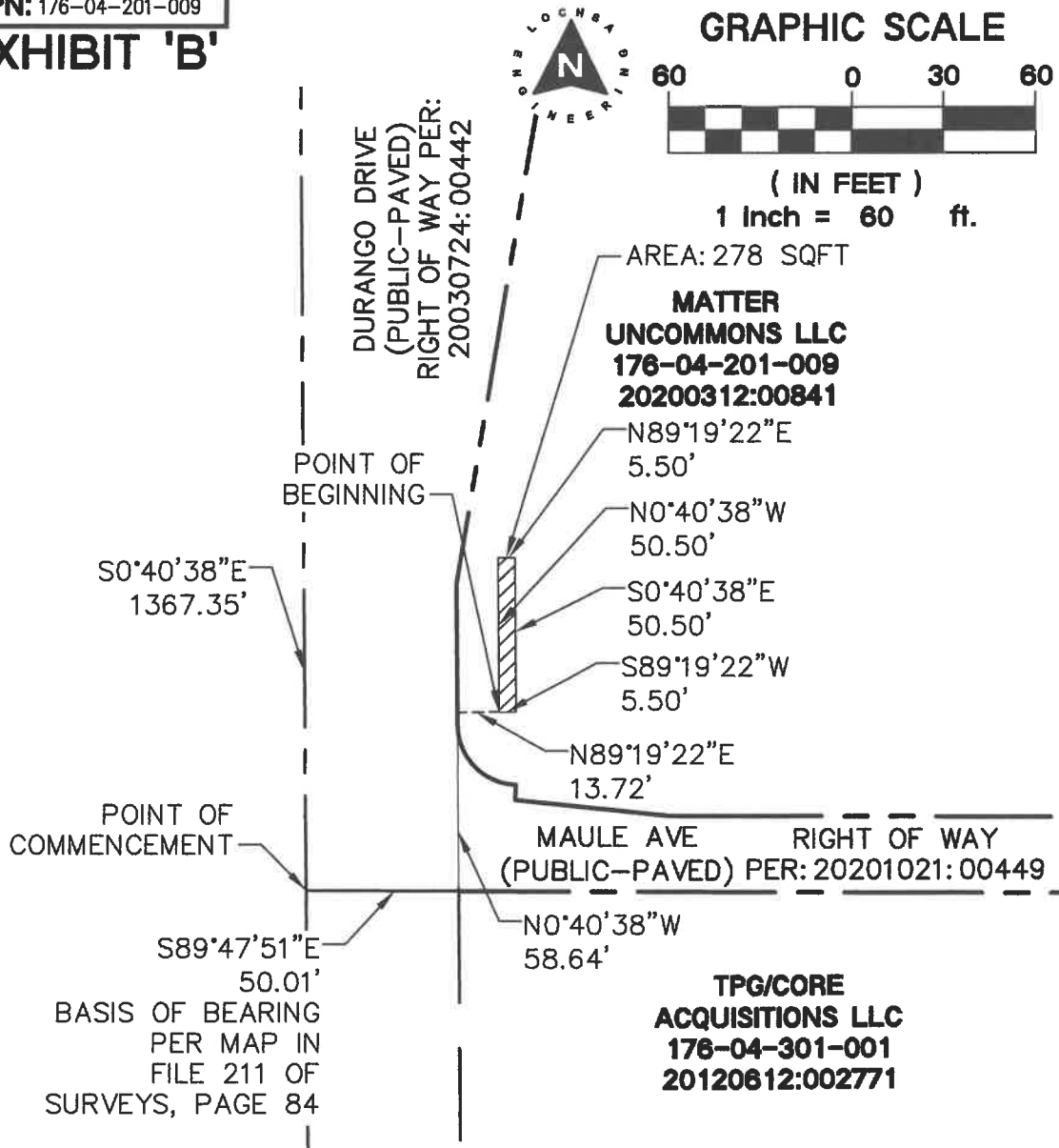
SHAWN R. HERMAN, PLS
NEVADA CERTIFICATE NUMBER 20138
EXPIRES JUNE 30, 2023
LOCHSA ENGINEERING, LLC
6345 SOUTH JONES BOULEVARD
LAS VEGAS, NEVADA 89118
TEL (702) 365-9312 FAX (702) 365-9317
BOBM@LOCHSA.COM

j:\survey\dwg\3789 alta wtopography the uncommons phase ii\legals\191038 - signage indemnity agreement.docx
SHEET 1 OF 2



APN: 176-04-201-009

EXHIBIT 'B'



LEGEND	FOUND MONUMENTATION	FILE NAME: Indemnity Agreement Exhibit.dwg
	CENTER LINE	
	RIGHT OF WAY LINE	
	EASEMENT LINE	

DRAWN BY: R.P.	SCALE: 1"=60'	UNCOMMONS SIGNAGE INDEMNITY AGREEMENT EXHIBIT	PROJECT No.: 191038
CHECKED BY: I.J.	DATE: 6/4/2021		SHEET No. B
Lochsa engineering 6345 South Jones Blvd. Suite 100 Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317		UNCOMMONS MIXED USE DEVELOPMENT	SHEET 2 OF 2

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: Matter UnCommons LLC						
(Include d.b.a., if applicable)						
Street Address:		385 Pilot Road Suite D		Website: www.matterrealestate.com		
City, State and Zip Code:		Las Vegas, NV 89119		POC Name: Jim Stuart & Kelly Lawson Email: kelly.lawson@matterrealestate.com		
Telephone No:		702-401-8998		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).

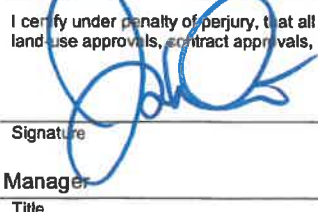
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
James M. Stuart	Manager	14%
Kevin E. Burke	Manager	14%
Michael Ibe	Member	20%
Lawrence Canarelli	Member	12%

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 Manager Title	James M. Stuart Print Name July 6, 2021 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: Matter Durango LLC						
(Include d.b.a., if applicable)						
Street Address:		385 Pilot Road Suite D		Website: www.matterrealestate.com		
City, State and Zip Code:		Las Vegas, NV 89119		POC Name: Jim Stuart & Kelly Lawson Email: kelly.lawson@matterrealestate.com		
Telephone No:		702-401-8998		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)
James M. Stuart	Manager	32.6%
Kevin E. Burke	Manager	32.6%
Matt J. Root	Manager	11%

See attached page

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 Manager Title	James M. Stuart Print Name July 6, 2021 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.

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- 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

Additional individuals holding 5% ownership or financial interest:

NAME	TITLE	PERCENTAGE
James Reynolds	Member	11%
James Ingebritsen	Member	11%
Dr. Nafees Nagy	Member	11%
David Steinberg	Member	11%
Alan C. Sklar	Member	5.7%