

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 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: Serenity NOW, LLC						
(Include d.b.a., if applicable) na						
Street Address: 11860 Southern Highlands Parkway, Suite 100						
City, State and Zip Code: Las Vegas, Nev. 89142			POC Name: Jack G. London Email: jack@patientpal.org			
Telephone No: 702-737-7555			Fax No: 702-737-7506			
Nevada Local Street Address: n/a (If different from above)			Website: n/a			
City, State and Zip Code: n/a			Local Fax No: n/a			
Local Telephone No: n/a			Local POC Name: Jack G. London Email: n/a			

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).

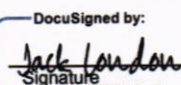
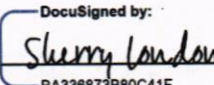
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jack G. London	Managing Partner	50
Sherry London	Managing Partner	50
n/a	n/a	n/a

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.

DocuSigned by:  Signature AF9F52B27214468...	DocuSigned by:  Signature BA336873B80C41F...	Jack G. London	sherry London
Managing Partner		Managing partner	
Title		Date	
		10/20/2021	10/21/2021

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

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
Jack G. London	n/a	n/a	n/a
Sherry London	n/a	n/a	n/a
n/a	n/a	n/a	n/a
n/a	n//a	n/a	n/a
n/a	n/a	n/a	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

Certificate Of Completion

Envelope Id: 1F17123AF8674B80AFD6413313CA1571

Subject: Please DocuSign: REVISED DISCLOSURE 7-25-14.pdf

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Bobbi Miracle

7219 W. Sahara Ave., Suite 100

7219 W. Sahara Ave., Suite 100

Las Vegas, NV 89117-2870

bobby@cevegas.com

IP Address: 72.193.127.14

Record Tracking

Status: Original

10/20/2021 4:01:41 PM

Holder: Bobbi Miracle

bobby@cevegas.com

Location: DocuSign

Signer Events

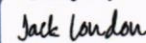
Jack London

jack@patientpal.org

Managing Partner

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style
Using IP Address: 69.71.12.154**Timestamp**

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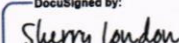
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sherry London

sherry@patientpal.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 10/21/2021 8:11:28 AM

Signed: 10/21/2021 8:13:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Soozi Jones Walker

soozi@cevegas.com

Security Level: Email, Account Authentication
(None)**COPIED**

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Viewed: 10/20/2021 4:20:01 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**Witness Events****Signature****Timestamp**

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/20/2021 4:09:14 PM
Certified Delivered	Security Checked	10/21/2021 8:11:28 AM
Signing Complete	Security Checked	10/21/2021 8:13:00 AM
Completed	Security Checked	10/21/2021 8:13:00 AM

Payment Events	Status	Timestamps
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SOUTHWEST PROPERTY CONSULTANTS

APPRAISAL REPORT

SOUTHERN HIGHLANDS OFFICE

11860 SOUTHERN HIGHLANDS PARKWAY
LAS VEGAS, NV 89141

PERTINENT DATES:

Valuation Date: August 3, 2021

Report Date: August 11, 2021

PREPARED FOR:

Clark County Department of Real Property Management

Attn: Ms. Jaime McGinty

500 S. Grand Central Parkway, 4th Floor, Box 551825

Las Vegas, NV 89155

PREPARED BY:

Matthew Buxton, MAI, SRA

Southwest Property Consultants, Inc.

9205 W. Russell Road, Suite 240

Las Vegas, Nevada 89148

SPC Job No.: C-2107-10





LETTER OF TRANSMITTAL

SOUTHWEST PROPERTY CONSULTANTS

>>ADDRESS: 9205 W. Russell Rd, Suite 240, Las Vegas, Nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

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August 11, 2021

Ms. Jaime McGinty
Clark County Department of Real Property Management
500 S. Grand Central Parkway, 4th Floor, Box 551825
Las Vegas, NV 89155

Re: Southern Highlands Office Building
11860 Southern Highlands Parkway
Las Vegas, Nevada 89141
SPC Reference: C-2107-10
Client Reference:

Ms. McGinty:

As requested, we have completed an appraisal report of an Office located at 11860 Southern Highlands Parkway in Las Vegas, Nevada. We have provided a detailed description of the subject property, relevant market data, and a description of the appraisal process in order to support the valuation scenarios contained in this report.

The subject is a professional/medical office building located along the east side of Southern Highlands Parkway, south of Dean Martin Drive in the southwest area of Las Vegas. It has a street address of 11860 Southern Highlands Parkway, Las Vegas, Nevada 89141. The site is near professional office buildings, a retail building and a veterinary hospital, vacant land, and single-family residences. The subject contains 7,325 square feet and was built in 2006. The property is a two-tenant property with one tenant currently occupying one 1,500 square foot space and the owner occupying the remaining 5,825 square foot portion of the building. The interior has a general office and medical floor plan layout with good quality finishes. The site contains 0.79 acres and is zoned C-2, General Commercial, under the jurisdiction of Clark County.

This report is presented in Appraisal Report format as defined by USPAP Standards Rule 2-2. As such, it presents a summarized discussion of the data, reason and analysis that was used in the appraisal process to develop one or more value indications. Additional information supporting our analysis is retained in the appraisal work file.

The client of this report is Clark County Department of Real Property Management. The intended user of this report is Clark County. The purpose of this report is to assist the client in possible purchase.

The report date is August 11, 2021. The requested valuation premise, dates of value, interest appraised and value conclusions are illustrated in the following table:

VALUE CONCLUSIONS			
Appraisal Premise	Interest Appraised	Date	Value Conclusion
"As Is" Market Value	Leased Fee	8/3/2021	\$2,150,000

This property is currently under contract to be purchased by Clark County for a contracted sales price of \$2,150,000. It is noted that the contracted sales price is considered to be reasonable and at market levels.

As of August 2021, we are more than a year into the COVID-19 national concern. Locally, businesses have re-opened and the local economy is recovering. State mandated gathering restrictions have loosened significantly and businesses have reopened to full capacity. As of the effective date, there have been no significant changes impacting value. Locally, COVID-19 cases have been increasing in the summer of 2021 and there is a risk of further restrictions being imposed by the state





SOUTHWEST PROPERTY CONSULTANTS

>>ADDRESS: 9205 w. russell rd, suite 240, las vegas, nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

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government. Despite this, the vaccine is being widely distributed and consumer confidence is mostly positive looking further to 2021.

This appraisal report is intended to satisfy the scope of work and requirements set forth by Clark County Department of Real Property Management and Southwest Property Consultants. The analyses, opinions and conclusions illustrated within this appraisal report were developed based upon our interpretation of the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute and all applicable local and state requirements.

The information, supporting data and calculations leading to an opinion of value are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

This report is intended to adhere to the scope of work and intended use requested by Clark County Department of Real Property Management. It is our goal to provide meaningful analysis that supports the opinions of value contained herein. If you have any question or concern regarding the attached appraisal report, or, if we can provide additional assistance with this or any other valuation assignment, please contact us.

Sincerely,

SOUTHWEST PROPERTY CONSULTANTS

Matthew Buxton, MAI, SRA
Principal
Certified General Real Estate Appraiser
State of Nevada Certificate No. A.0007839-CG
Expiration Date: June 30, 2022
Telephone: 702.485.4441
Email: matt@swpconsultants.com



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Department of Real Property Management Property Management and Acquisition Division

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

Lisa Kremer, Director

July 8th, 2021

VIA CERTIFIED MAIL # 9489 0090 0027 6288 7092 28

Serenity Now LLC
11860 Southern Highlands Pkwy
Las Vegas, NV 89141

**RE: SECOND CONDITIONAL OFFER TO PURCHASE REAL PROPERTY
(11860 Southern Highlands Pkwy Las Vegas, NV 89141)
ASSESSOR'S PARCEL NUMBER 191-05-301-016**

Dear Property Owner:

Clark County submitted to you a Conditional Offer to Purchase dated June 17th, 2021 which is rescinded and is now null and void. Soozi Jones Walker delivered to Clark County a Counter Offer dated June 28th, 2021 which has expired and is now null and void. Please consider this Clark County's Second Conditional Offer to Purchase Real Property (the "Second Conditional Offer") with respect to the above referenced property, subject to the following terms and conditions.

PARTIES:

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

LOCATION AND DESCRIPTION:

The Property for which this Second Conditional Offer is being made consists of One (1) – One (1) story medical building comprising +/-7,325 square feet on +/-0.79 acres of developed land (APN 191-05-301-016) located on 11860 Southern Highlands Pkwy Las Vegas, NV 89141, Clark County as further described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

INTEREST TO BE ACQUIRED:

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

AMOUNT OF OFFER:

On behalf of the County, the sale and purchase price for the Property shall be a cash offer of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) ("Purchase Price").

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

Second Conditional Offer to purchase 11860 Southern Highlands Parkway

DUE DILIGENCE PERIOD:

The County will open escrow with Fidelity Title ("Escrow Opening") which will be the start of County's due diligence. The time period of One Hundred and Fifty (150) calendar days from the date of Escrow Opening is defined as the "Due Diligence Period". The Due Diligence Period is for the County to perform its non-destructive testing/analysis and investigation on the suitability of the Property for County purposes. This may include, but is not limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to conduct a Phase I environmental investigation; (3) boundary survey and utility location; (4) the right to perform a property analysis inclusive of any building inspections (structural, mechanical, plumbing, electrical, etc.). The County shall also have the right to conduct Phase II environmental investigations and other invasive inspection with the Seller's consent. The County shall submit a request ("Request") in writing for any invasive inspection to the Seller. Seller shall respond within three (3) business days of receipt of the Request or it shall be deemed approved.

The County shall have immediate access to the Property and have the right to enter the Property along with any third party vendor to perform any inspection, investigation and/or testing.

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

TERMS:

This Second Conditional Offer is made on behalf of the County. The escrow period shall begin upon Escrow Opening for a total of One Hundred Eighty (180) calendar days inclusive of a Due Diligence Period of One Hundred Fifty (150) calendar days defined as the "Escrow Period". The County shall have the right to complete the purchase ("Close of Escrow") any time during the Escrow Period. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

All Seller's built-in furniture throughout the building and appliances in both kitchens shall remain as part of the property purchase. The Seller shall remove all of Seller's personal property prior to the close of escrow.

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

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

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

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

Second Conditional Offer to purchase 11860 Southern Highlands Parkway

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

ADDITIONAL CONTINGENCY:

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

EARNEST MONEY DEPOSIT:

Upon acceptance of this Second Conditional Offer by Seller, the County shall open escrow and deposit a Fifty Thousand Dollar (\$50,000) EMD with Fidelity Title within Ten (10) business days. The EMD will be fully refundable to the County during the One Hundred Fifty (150) calendar day Due Diligence Period. If the County exercises its unilateral right to cancel this transaction during the Due Diligence Period for any reason including, but not limited to, the BCC not approving this Agreement, as detailed above, then County will send written notification to Fidelity Title for the immediate release of the EMD to the County without a requirement for the Seller's written approval for the release of funds. If the County does not exercise its unilateral right to cancel during the Due Diligence Period and BCC approves this Agreement, then the EMD shall be applied toward the Purchase Price and become non-refundable to the County, except as otherwise outlined in this Agreement, unless Seller breaches this Agreement.

SELLER PROPERTY INFORMATION:

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

BROKER COMMISSIONS:

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

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

Second Conditional Offer to purchase 11860 Southern Highlands Parkway

ESCROW REQUIREMENTS:

This Second Conditional Offer shall be consummated through an escrow established with Fidelity Title Company ("Title Company"). Escrow Officer Kristen Haynes will handle monetary disbursement and document processing at the Close of Escrow. County shall open escrow and deposit EMD within Ten (10) business days of acceptance of this Second Conditional Offer. Close of Escrow shall occur within One Hundred Eighty (180) calendar days or sooner of Escrow Opening if all conditions have been satisfied by the Parties. In the event Seller does not provide Title Company necessary information and documentation in order to facilitate a timely closing of this transaction and Close Of Escrow does not occur by the end of the Escrow Period, then County shall be entitled to an immediate full refund and return of its EMD without written approval from Seller and may pursue Seller for actual damages incurred by County as further explained herein. If escrow fails to close within One Hundred Eighty (180) calendar days, it shall only be extended per the Parties mutual agreement in writing to extend the Escrow Period. The Parties agree to execute and deliver to Title Company such additional and supplemental instructions as Title Company may require providing clarification of Title Company's duties under this Agreement. At Close of Escrow, Seller shall execute and deliver to County, a good and sufficient Grant, Bargain and Sale Deed in a form acceptable to the Parties, conveying good, valid, marketable and insurable fee title to the Property.

TITLE POLICY:

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

REPRESENTATIONS:

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

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

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

CLOSING COSTS:

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

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GOVERNING LAW:

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

The Parties hereby consent to the jurisdiction of the state courts of the State of Nevada for any dispute involving this Agreement. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. If it is determined by a court of competent jurisdiction that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. No modification of, or amendment to, this Agreement (including any implied waiver) shall be effective unless in writing signed by all Parties hereto. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the Parties with respect thereto.

DEFAULT/REMEDIES:

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

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

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

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NOTICES:

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

If to Seller, to:

Serenity Now LLC
11860 Southern Highlands Pkwy
Las Vegas, NV 89141

If to Buyer, to:

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

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


TIME IS OF THE ESSENCE:

Time is of the essence for this Second Conditional Offer as it will expire on Thursday July 15th, 2021 at 5:00 p.m., and become null and void if the Seller does not respond. All Parties shall perform their obligations under this Agreement strictly within the required time frames.

This letter confirms the mutual understanding of the Parties with respect to the matters contained herein. Please confirm your acceptance of the Agreement by signing and returning the same. If the County does not receive a fully executed original of this letter by 5:00pm Thursday July 15th, 2021, this Second Conditional Offer will be deemed withdrawn and be of no further force or effect. If you have any questions, concerning any aspects of this Second Conditional Offer, please contact Bob Tomiyasu at (702) 455-0110.

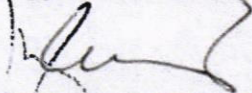
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Respectfully,



Lisa Kremer
Director of Clark County Real Property Management

Approved as to form:

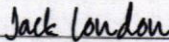


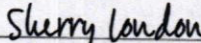
Mary-Anne Miller
County Counsel for District Attorney

ACCEPTANCE:

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

Serenity Now LLC. (Seller)

DocuSigned by:
Signature: 
AF9F52B27214468...
Print Name: Jack London
Title: Managing Member
Date: 07/09/2021

DocuSigned by:
Signature: 
AF9F52B27214468...
Print Name: Sherry London
Title: Managing Member
Date: 07/09/2021

Cc: Randall J. Tarr, Assistant County Manager
Mary-Anne Miller, County Counsel
Bob Tomiyasu, Real Estate Administrator
Jaime McGinty, Right of Way Agent II

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EXHIBIT A

