**SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (“Agreement”) is entered into by and among the following parties:

* The City of Henderson, a municipal corporation and political subdivision of the State of Nevada (the “City”);
* Christopher F. Milam (“Milam”);
* Silver State Land LLC, a Delaware limited liability company (“SSL”);
* Las Vegas National Sports Center LLC, a Delaware limited liability company (“LVNSC”);
* Las Vegas National Sports Center (Holding) LLC, a Delaware limited liability company (“LVNSC Holding”);
* IDM LLC, a Delaware limited liability company (“IDM”);
* John F. Marchiano (“Marchiano”);
* Michael Ford (“Ford”); and
* Alise Haney (“Haney”);
* Robcyn, LLC, a Nevada limited liability company (“Robcyn”);
* Abbey, Stubbs & Ford, a Nevada limited liability company (“ASF”);
* Rockafellow Investments, LLC, a Texas limited liability company (“Rockafellow”); and
* II C.B., L.P., a Texas limited partnership (“IICB”).

The foregoing persons or entities are sometimes referred to herein singly as a “Party” or collectively as the “Parties.” Milam, SSL, LVNSC, LVNSC Holding, and IDM shall be referred to herein collectively as the "Milam Parties." Marchiano, Ford, Haney, Robcyn, and ASF shall be referred to herein as the "Consultant Parties." Rockafellow and IICB or their successors or assigns are lenders advancing funds to (or on the behalf of) one or more of the Milam Parties and shall be referred to herein collectively as the “Lender Parties.”

**Recitals**

1. On September 6, 2011, the City and LVNSC entered into a Master Project Agreement (“the MPA”). On October 18, 2011, the City and LVNSC entered into that certain Amended and Restated Master Project Agreement (the “ARMPA”), which was later amended on April 17, 2012 (the “First Amendment”) (collectively, the “Master Project Agreement”).
2. A dispute has arisen between and among the City and the Milam Parties related to the Master Project Agreement and SSL’s intended acquisition of a contiguous tract of approximately 477.87 acres of land, composed of two separate parcels (Nos. 191-21-000-001 and 191-22-101-001) in Henderson, Nevada, near Las Vegas Boulevard South and St. Rose Parkway (the “Land”), which is owned by the United States Government and managed by the Bureau of Land Management (“BLM”). The dispute is the subject of a lawsuit now pending in the District Court, Clark County, Nevada, bearing case number A-13-675741-B (the “Lawsuit”). The dispute and the Lawsuit are collectively referred to as the “Dispute.”
3. The Parties now wish to fully and finally compromise and settle any and all issues, allegations, claims, defenses, rights and obligations which they have or may have against each other and which are related in any way to the Dispute. Likewise, the Parties wish to fully and finally compromise and settle any and all issues, allegations, claims, defenses, rights and obligations which they have or may have against each other, individually, or in any other capacity, including, without limitation, those which have been asserted or which could have been asserted, or which arise out of or are in any way connected to the conduct alleged in, related to or giving rise to the Dispute, on the terms and conditions expressed in this Settlement and Release Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the foregoing Recitals, which are expressly incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

**SECTION**

**Consideration to the City; Modification of Escrow Instructions;**

**Withdrawal of Objection to Sale of Land**

* 1. On or before 5:00 p.m. Pacific Daylight Time on March 15, 2013, the Lender Parties shall tender to the City the sum Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) (the “Unconditional Payment”) by a wire transfer to the City.
     1. The Unconditional Payment shall be irrevocable, and shall immediately and unconditionally become the sole property of the City.
     2. The City or the Lender Parties may refuse to extend the date of the Unconditional Payment for any reason or no reason.
  2. On or before 5:00 p.m. Pacific Daylight Time on May 13, 2013 (and, in any case, immediately upon receipt by Nevada Title (the “Escrow Agent”) of the BLM Patent for the Land (the “Patent”) into Nevada Title Escrow Number 12-05-0529-BB (the “Escrow”); the recording of the Patent; and the recording of any applicable deeds of trust) then the Lender Parties shall tender to the City the sum of Four Million Two Hundred and Fifty Thousand and 00/100 Dollars ($4,250,000.00) (the “Final Payment”) by a wire transfer to the City.
     1. The Final Payment shall be irrevocable, and shall immediately and unconditionally become the sole property of the City.
     2. The City or the Lender Parties may refuse to extend the date of the Final Payment for any reason or no reason.
  3. City shall further retain any and all funds remaining on deposit pursuant to the Master Project Agreement.
  4. On or before 5:00 p.m. Pacific Daylight Time on March 13, 2013, SSL shall amend its escrow instructions with the Escrow Agent relating to the sale of the Land (or any prior or subsequent escrows), pursuant to Exhibit 1 of this Agreement (the “Amended Escrow Instructions”) to reflect the following:
     1. If the Lender Parties fail to make the Unconditional Payment as set forth in Subsection 1.1, then the Escrow Agent will immediately cancel the Escrow and the Milam Parties and the Lender Parties, or their successors or assigns, will forfeit any and all rights they have or may have with regard to the Land, including, but not limited to, purchasing or accepting title to or the Patent for the Land. In such case, all funds held by the Escrow Agent in escrow will be immediately returned to the Lender Parties.

* + 1. In the event that the BLM cancels the sale of the Land or will not, for any reason (other than the cancelling of the Escrow due to the failure of Lender Parties to make the Unconditional Payment), timely (by May 13, 2013) issue a Patent for or convey the Land to SSL its successor or assign, then SSL may, assuming it has complied with this Agreement and an extension for the Final Payment has been obtained pursuant Subsection 1.2, at its election, maintain the escrow or dissolve it, expressly reserving any and all of its legal and equitable remedies against the BLM including but not limited to specific performance. Should the BLM be compelled to issue the Patent, then the Lender Parties shall immediately tender the Final Payment.
    2. The Milam Defendants and the Lender Parties shall cause the Escrow Agent to provide immediate written notice, by facsimile or email, to the City that the Escrow Instructions have been amended in accordance with Subsection 1.4 (including a copy of the Amended Escrow Instructions).
    3. No further amendments or revisions to the Escrow Instructions will be allowed without the prior written consent of the City.
    4. For the purposes of this Agreement, the execution of the Amended Escrow Instructions shall not be considered effective until the City has received written notice from Nevada Title that the Escrow Instructions have been amended in accordance with Subsection 1.4.
  1. Upon the execution of the Amended Escrow Instructions (as set forth in Subsection 1.4 and Exhibit 1), the City shall:
     1. Withdraw any objection lodged with the BLM with respect to the sale of the Land and transfer of the Patent for the Land to SSL, its successor or assign;
     2. Take no further action to impair, prevent, inhibit, delay or otherwise affect the consummation of the sale of the Land and transfer of the Patent for the Land by the BLM to SSL, its successor or assign; provided however, that if the Lawsuit continues as to any Party and/or if the Dispute is not fully resolved as to all Parties by this Agreement, the City shall maintain the right pursue the Lawsuit and/or seek resolution of the Dispute, even if the City’s actions affect the sale of the Land or the issuance of the Patent;
     3. Consent to an extension of the closing period with the BLM for the sale of the Land to May 13, 2013; and
     4. Consent to an amendment to the Escrow Instructions whereby the BLM may not deliver the Patent to SSL prior to May 13, 2013 without the consent of SSL.
  2. The Consultant Parties shall have no obligations or liability for any payments or other obligations provided for in this Section 1 or any other payment or performance due to the City from the Milam Parties or Lender Parties under the terms of this Agreement, all of which are exclusively obligations of the Milam Parties and/or the Lender Parties.

**SECTION**

**Milam to No Longer Conduct Business in Henderson; Dismissal of the Lawsuit**

2.1 Milam represents and warrants, unconditionally and irrevocably, that neither he nor any entity which he owns (partially or fully), controls (partially or fully), or has an interest in, will seek to or engage in any business activities or development activities within Henderson, Nevada, including, but not limited to, any business activities or development relating to the Land.

2.2 The Parties agree that the Lawsuit shall be dismissed as to the Parties with prejudice. A Stipulation and Order for Dismissal with Prejudice (attached to this Agreement as Exhibit 2) shall be executed immediately by counsel for all the Parties and as to the Milam Parties and Lender Parties shall, within three (3) days after the execution of the Amended Escrow Instructions (pursuant to Subsection 1.4), be submitted by the City’s counsel to the Court for approval and signature, and thereafter filed by the City in the Lawsuit. A dismissal with prejudice as to the Consultant Parties shall be executed immediately by counsel for all Parties and filed immediately with the Court upon execution of this Agreement.

**SECTION**

**Zoning**

3.1 The Parties hereby expressly acknowledge and agree that the City, in its sole and absolute discretion, has the right to determine the land use, zoning, other entitlements, and changes thereto on or near the Land pursuant to Nevada law and City Ordinances, and that nothing in this Agreement or the consummation of the sale of the Land and transfer of the Patent for the Land by the BLM to SSL, its successor or assign, shall in any way affect such right.

**SECTION**

**Indemnification of the City by the Milam Parties**

4.1 The Milam Parties, and each of them, shall forever indemnify and hold harmless the City and its past and present subsidiary corpora­tions, parent corporations, affiliates, partners, joint venturers, heirs, successors, assigns, contractors, subcontractors, officials, offi­cers, direc­tors, employees, agents, attorneys and insurers (in their indi­vidual and rep­resentative capacities), from and against any and all claims (including the payment of attorneys’ fees and costs actually incurred whether or not litigation is commenced), asserted against any of them as a result of, based on, or in connection with, any action or other proceeding (including, without limitation, attachment, garnishment or execution by non-parties) brought or prosecuted directly or indirectly against the City with respect to the Dispute or this Agreement.

**SECTION**

**Mutual Releases**

5.1 Effective upon execution of the Amended Escrow Instructions as set forth in Subsection 1.4, the City forever releases and dis­charges the Milam Parties and the Lender Parties, and each of them, and their past and present subsidiary corpora­tions, parent corporations, affiliates, partners, joint venturers, successors, assigns, contractors, subcontractors, officers, directors, shareholders, employees, agents, attorneys and insurers (in their individual and representative capacities), from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys’ fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description of any kind whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted, which the City may have or may hereinafter have against one or more of the Parties arising from, or relating to, directly or indirectly, the Dispute.

5.2 Effective upon execution of this Agreement, the Milam Parties and the Lender Parties, and each of them, forever release and dis­charge the City and its past and present subsidiary corpora­tions, parent corporations, affiliates, partners, joint venturers, successors, assigns, contractors, subcontractors, officers, directors, shareholders, employees, agents, attorneys and insurers (in their individual and representative capacities), from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys’ fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description of any kind whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted, arising from, or relating to, directly or indirectly, the Dispute.

5.3 Effective upon execution this Agreement, the City forever releases and dis­charges the Consultant Parties, and each of them, and their past and present subsidiary corpora­tions, parent corporations, affiliates, partners, joint venturers, successors, assigns, contractors, subcontractors, officers, directors, shareholders, employees, agents, attorneys and insurers (in their individual and representative capacities), from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys’ fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description of any kind whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted, which the City may have or may hereinafter have against one or more of the Parties arising from, or relating to, directly or indirectly, the Dispute.

5.4. Effective upon execution of this Agreement, the Consultant Parties, and each of them, forever release and dis­charge the City and its past and present subsidiary corpora­tions, parent corporations, affiliates, partners, joint venturers, successors, assigns, contractors, subcontractors, officers, directors, shareholders, employees, agents, attorneys and insurers (in their individual and representative capacities), from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys’ fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description of any kind whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted, arising from, or relating to, directly or indirectly, the Dispute.

5.5 The Parties acknowledge as follows: (i) that they have been fully advised and/or represented by counsel of their selection in the negotiation and execution of this Agreement; (ii) that they are fully familiar with all of the circumstances surrounding the matters released in this Agreement; (iii) that in executing this Agreement, they are relying solely upon their own independent judgment and the advice of their own counsel; and (iv) that they have not been influenced in any way whatsoever by any representation, statement, action or omission by any of the Parties released under this Agreement, or their officers, employees, agents, representatives or attorneys.

5.6 The Parties acknowledge that they may have sustained claims, damages, or losses that are presently unknown and unsuspected and that any such claims, damages, or losses as were sustained may give rise to additional claims, damages, or losses in the future that are not now anticipated. The Parties acknowledge that this release has been negotiated and agreed upon in light of these factors and the Parties expressly waive any rights they may have under any state or federal statute or common law to the contrary.

**SECTION**

**Purpose of Compromise and Settlement**

6.1 The Parties have entered into this Agreement solely for the purpose of settling and compromising the Dispute, including any and all claims which they have or may have against one another, including, without limitation, those which have been asserted or which could be asserted arising out of, in connection with, or related to, the Dispute.

6.2 Nothing contained in this Agreement or its performance shall be deemed to be an admission or acknowledgment of any kind of: (i) liability; (ii) the existence of damages; and/or (iii) the amount of any damages relating to or arising from the Dispute. The Parties acknowledge, understand and agree that this Agreement and the consideration furnished hereunder are intended to fully and finally resolve the Dispute.

6.3 During a period of five (5) calendar years following the Effective Date of this Agreement, the City shall not make any statements in its official press releases disparaging the conduct or character of the Milam Parties relating to the Dispute.

6.4 During a period of five (5) calendar years following the Effective Date of this Agreement, the Milam Parties shall not make any statements disparaging the conduct or character of the City, its elected officials, officers, employees or representatives relating to the Dispute.

**SECTION**

**Binding Effect**

7.1 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns.

**SECTION**

**No Third-Party Beneficiaries**

8.1 This Agreement is not intended to create, and shall not create, any rights in any person or entity who is not a party to this Agreement.

**SECTION**

**Time of the Essence**

9.1 Time is of the essence of this Agreement and all of its terms, provisions, conditions, and covenants.

**SECTION**

**Entire Agreement**

10.1 This Agreement, including the exhibits attached hereto, contains the entire agreement and understanding between and among the Parties in connection with resolution of the Dispute, and may be changed, modified or terminated only by a written instrument executed by the Parties after the date of execution of this Agreement. Nothing in this Agreement affects, alters, waives or releases any contracts, rights or obligations that exist or may arise as between any of the Milam Parties and any of the Consultant Parties.

**SECTION**

**Construction**

11.1 The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning and not strictly for or against any Party.

11.2 The Parties acknowledge as follows: (i) that this Agreement is the product of joint collaboration and negotiation among them; (ii) that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys; and (iii) that any rule or construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments hereto.

**SECTION**

**Partial Invalidity**

12.1 If any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforce­able, all provisions, covenants and conditions of this Agreement, and all of their applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

12.2 Notwithstanding Subsection 12.1 of this Agreement, if Section 1, 3, or 4 of this Agreement (or any subsections thereof) is found to be invalid, void, or unenforceable, either partially or wholly, by a court of competent jurisdiction, then Subsection 5.1 of this Agreement, and any release purportedly arising therefrom, is void and unenforceable, *ab initio*, in its entirety as between the City and the Milam Parties and Lender Parties. This section shall not affect the validity of the releases between the City and the Consultant Parties nor the City's obligation to dismiss the Consultant Parties, with prejudice, both of which become effective upon execution of this Agreement.

**SECTION**

**Attorneys’ Fees**

13.1 In any action or proceeding brought to enforce this Agreement or to redress any violation or breach of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys’ fees and costs incurred, whether or not the action or proceeding is reduced to judgment.

13.2 For the purposes of Subsection 13.1 of this Agreement, the “prevailing party” shall be that Party who has been successful with regard to the main issue, even if that Party did not prevail on all the issues.

**SECTION**

**Governing Law, Forum, Personal Jurisdiction**

14.1 The laws of the State of Nevada applicable to contracts made or to be performed in Nevada (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement.

14.2 A lawsuit to interpret or enforce the terms of this Agreement shall be brought in the Eighth Judicial District Court, Clark County, Nevada.

14.3 The Milam Parties, and each of them, and the Lender Parties, and each of them, hereby waive and agree not to assert, to the fullest extent permitted by law, any claim:

14.3.1 That they are not subject to the jurisdiction or venue of the Eighth Judicial District Court, Clark County, Nevada with respect to any action brought to enforce the terms of this Agreement or otherwise related to the Dispute;

14.3.2 That they are immune from any legal process issued by jurisdiction or venue of the Eighth Judicial District Court, Clark County, State of Nevada; and

14.3.3 That any litigation commenced in the Eighth Judicial District Court, Clark County, Nevada is brought in an inconvenient forum.

**SECTION**

**Necessary Action**

15.1 Each of the Parties shall do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

**SECTION**

**Counterparts and Effective Date of Agreement**

16.1 This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement.

16.2 Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more addi­tional ­signature pages.

16.3 This Agreement may be executed by signatures provided by electronic means such as facsimile transmis­sion and electronic mail. Such signatures shall be as binding and effective as original signatures.

16.4 This Agreement shall become effective and binding (the “Effective Date”):

16.4.1 Among all the Parties to this Agreement when: (i) signed by all the Parties to this Agreement; and (ii) upon execution of the Amended Escrow Instructions pursuant to Subsection 1.4; OR

16.4.2 If less than all the Parties execute this Agreement, then among the City, Milam, SSL, LVNSC, LVNSC Holding, IDM, Rockafellow, and IICB (and any other Party executing this Agreement), when: (i) signed by the City, Milam, SSL, LVNSC, LVNSC Holding, IDM, Rockafellow, and IICB (and any other Party executing this Agreement); (ii) upon execution of the Amended Escrow Instructions pursuant to Subsection 1.4; and (iii) once ordered by the Court in the Lawsuit pursuant to NRS 17.245.

16.5 Any Party, other than the City, Milam, SSL, LVNSC, LVNSC Holding, IDM, Rockafellow, and IICB, that does not execute this Agreement shall not be a Party to this Agreement and will not be entitled to any of the rights or benefits arising from or relating to this Agreement.

**SECTION**

**Notice**

17.1 Any and all notices and demands by or from any Party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served personally or if deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served by registered or certified mail in the manner provided, service shall be conclusively deemed given upon receipt or attempted delivery, whichever is sooner.

17.2 Any notice to the City shall be addressed to Josh Reid, City Attorney, 240 Water Street, Henderson, NV 89015 with a copy to Dennis L. Kennedy, Bailey Kennedy, 8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148.

17.3 Any notice to the Milam Parties shall be addressed to Terry A. Coffing, Marquis Aurbach Coffing, 10001 Park Run Drive, Las Vegas, Nevada 89145.

17.4 Any notice to Lender Parties shall be addressed to Terry A. Coffing, Marquis Aurbach Coffing, 10001 Park Run Drive, Las Vegas, Nevada 89145.

17.5 Any notice to Marchiano shall be addressed to Sheri M. Thome, Wilson, Elser, Moskowitz, Edelman & Dicker, 300 South Fourth Street, 11th Floor, Las Vegas, Nevada 89101.

17.6 Any notice to Ford, Robcyn, or ASF shall be addressed to A. William Maupin, Lionel Sawyer & Collins, 300 South Fourth Street, #1700, Las Vegas, Nevada 89101.

17.7 Any notice to Haney shall be addressed to Pat Lundvall, McDonald Carano Wilson, 2300 West Sahara Avenue, Suite 1000, Las Vegas, Nevada 89102.

17.8 Any notice to Rockafellow shall be addressed to Terry A. Coffing, Marquis Aurbach Coffing, 10001 Park Run Drive, Las Vegas, Nevada 89145.

17.9 Any notice to IICB shall be addressed to Terry A. Coffing, Marquis Aurbach Coffing, 10001 Park Run Drive, Las Vegas, Nevada 89145.

**SECTION**

**Authority to Execute**

18.1 Each Party represents and warrants that it has the authority to sign this Agreement, and each individual executing this Agreement on behalf of an entity specifically represents and warrants that he or she has the authority to bind that entity by his or her signature.

**SECTION**

**Waiver**

19.1 Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver of that right, remedy, power, or privilege. No waiver of any right, remedy, power, or privilege with respect to any particular occurrence shall be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence.

**SECTION**

**Representations and Warranties Regarding Interests and Assignments**

20.1 Each Party represents and warrants to every other Party that it has full title and interest in and to each and every matter which is the subject of this Agreement as it pertains to them, and that no Party has conveyed or assigned any matter which is the subject of this Agreement, or knows of any person or entity not a party to this Agreement who claims an interest in any matter which is the subject of this Agreement.

20.2 While in no way limiting the breadth or applicability of the foregoing Subsection (20.1), the Milam Parties and the Lender Parties specifically represent and warrant that the terms of the foregoing Subsection (20.1) are true and correct with regard to the releases given by them in Subsections 5.2 and 5.5 of this Agreement.

**SECTION**

**Miscellaneous**

21.1 The captions appearing at the commencement of the Sections of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

21.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places in this Agreement in which the context requires such substitution or substitutions.

21.3 The sole and exclusive remedy for a breach of Subsections 2.1, 6.3, and 6.4 shall be an action for injunctive relief.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City has approved and executed this Agreement on the date set forth below its City Manager’s signature.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jacob Snow, City Manager

Date:

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Josh M. Reid, Bar No. 7497, City Attorney

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dennis L. Kennedy, Bar No. 1462

Joshua P. Gilmore, Bar No. 11576

Mark Hesiak, Bar No. 12397

Paul C. Williams, Bar No. 12524

BAILEY❖KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone Number: (702) 562-8820

Fax Number: (702) 562-8821

*Attorneys for the City of Henderson*

*ATTEST:*

*By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Sabrina Mercandante, MMC

City Clerk

Date:

IN WITNESS WHEREOF, Milam, SSL, LVNSC, LVNSC Holdings, and IDM have approved and executed this Agreement on the dates set forth below his/its respective signatures.

|  |  |
| --- | --- |
| CHRISTOPHER F. MILAM  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Christopher F. Milam  Date: | Silver State Land LLC  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |
| LAS VEGAS NATIONAL SPORTS CENTER LLC  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: | LAS VEGAS NATIONAL SPORTS CENTER (HOLDING) LLC  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |
| IDM LLC  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |  |

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Terry A. Coffing

Jay Young

Frank M. Flansburg III

Marquis Aurbach Coffing

10001 Park Run Drive

Las Vegas, Nevada 89145

Telephone Number: (702) 382-0711

Fax Number: (702) 382-5816

*Attorneys for the Milam, SSL, LVNSC, LVNSC Holdings, and IDM*

IN WITNESS WHEREOF, Marchiano has approved and executed this Agreement on the date set forth below his signature.

JOHN F. MARCHIANO

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John F. Marchiano

Date:

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sheri M. Thome, Esq.

James T. Tucker, Esq.

Wilson, Elser, Moskowitz, Edelman & Dicker

300 S. Fourth Street, 11th Floor

Las Vegas, NV 89101

Fax: (702) 727-1401

*Attorney for Defendant John F. Marchiano, Esq.*

IN WITNESS WHEREOF, Ford, Robcyn, and ASF have approved and executed this Agreement on the date set forth below his signature.

|  |  |
| --- | --- |
| MICHAEL FORD  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Michael Ford  Date: | Robcyn, llc  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |
| ABBEY, STUBBS & FORD, LLC  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |  |

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A. William Maupin, Esq.

Todd E. Kennedy, Eq.

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*Attorneys for Defendants Michael Ford,*

*Robcyn, LLC, and Abbey, Stubbs & Ford, LLC*

IN WITNESS WHEREOF, Haney has approved and executed this Agreement on the date set forth below his signature.

ALISE HANEY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alise Haney

Date:

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pat Lundvall, Esq.

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Las Vegas, NV 89102

Phone: (702) 873-4100

Fax: (702) 873-9966

*Attorneys for Defendant Alise Haney*

IN WITNESS WHEREOF, Rockafellow has approved and executed this Agreement on the date set forth below its signature.

Rockafellow Investments, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

IN WITNESS WHEREOF, II has approved and executed this Agreement on the date set forth below its signature.

II C.B., L.P.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: