

BOARD OF REGENTS BRIEFING PAPER

- 1. Agenda Item Title:** Request for Approval to Purchase Real Property on behalf
UNLV - 4290 S. Maryland Parkway
Meeting Date: September 10-11, 2015

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

UNLV requests permission to purchase real property that lies within the UNLV Midtown Corridor at 4290 S. Maryland Parkway (Property), located on the northeast corner east corner of S. Maryland Parkway and E. Rochelle Avenue directly north of the NSHE building. On January 29, 2014, UNLV received approval from Chancellor Klaich to commence negotiations to purchase the Property. Attached for reference is an aerial map that outlines the location of the Property.

The approximately 9,909 gross square foot building sits on 0.68 acres, was built in 1983, and has been identified for acquisition in the 2012 Maryland Campus Master Plan that was adopted by the Board of Regents on November 30, 2012. There are approximately 37 on-site parking spaces along with additional street parking available on Rochelle Avenue directly adjacent to the building. The building has been used in the past for general office purposes, originally by JMA Architecture and later on by the Clark County School District that vacated the property in the summer of 2009, with the property remaining vacant since that time.

Possible future uses for the Property include consolidation of UNLV Online Education and occupancy by the administrative division of the UNLV Office of Information Technology. An additional goal would be to create a conference room that would be used by UNLV and shared with NSHE to accommodate Board meetings. Use of the conference room by UNLV would be adjusted to meet the needs of NSHE Board meeting schedules.

The Property will be purchased in as-is condition for \$1.425 Million Dollars. UNLV recently obtained an appraisal for the Property which concluded its current market value is \$1.6 Million Dollars. The University has also performed a comprehensive inspection of the Property and discovered that there are repairs which need to be addressed prior to UNLV occupancy. Items for repair include: roofing, exterior stucco, and damaged windows, along with replacement of interior ceiling tiles, carpet, and walls that were damaged from previous roof leaks. The \$175,000.00 difference between the purchase price and appraised value will be allocated for the repair and replacement of the issues referenced above. Additional due diligence that will be completed for the Property include the Phase I Environmental Site Assessment and ALTA Survey which outcomes will be presented to the Chancellor for approval prior to finalizing the acquisition. Annual operating expenses for the Property are estimated to be \$53,900.00 or \$5.44 per gross square foot.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Len Jessup requests approval for the purchase, on the terms and conditions outlined in the Purchase and Sale Agreement ("PSA") between UNLV and the seller, of the property located at 4290 S. Maryland Parkway ("Property") and requests that the Chancellor be authorized to finalize, approve, and execute the purchase documents to the extent it is consistent with the PSA and to give final approval to any related due diligence items, including, but not limited to the Phase I Environmental Site Assessment and ALTA Survey. President Jessup also requests that the Chancellor be granted authority to execute any ancillary documents, including but not limited to, all required agreements, conveyances, easements and rights-of-way, deemed necessary and appropriate to implement the purchase of the Property.

4. IMPETUS (WHY NOW?):

- UNLV has been looking at options/opportunities to purchase property located close to campus within the general Midtown corridor and Property is currently being offered for purchase.
- Consistent with recent Board actions on the Master Plan Declaration of Covenants, Conditions & Restrictions ("CC&Rs") for the UNLV Midtown Corridor, UNLV administration will record the necessary CC&Rs against the Property.
- Property is complementary to the 2012 UNLV Maryland Campus Master Plan.
- UNLV will be able to relocate programs from the main campus, freeing up space in the core of campus.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Property is strategically located directly east of the UNLV Maryland Campus and north of the NSHE System Administration building.
- Acquisition of the Property will be another step by UNLV to attain property on the east side of Maryland Parkway to address future Midtown UNLV master planning.
- Property will provide the ability to address current and future academic programming needs.
- Acquisition of the Property and use of a shared conference room could allow full Board meetings to be held at the Las Vegas NSHE System Administration building.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- Purchase of the Property represents a long term financial commitment to operate the facility.
- Market rates and/or property values in this area may resume a downward trend.
- Other properties, not close to UNLV, might be available for a lower cost.

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

- Do not purchase the Property.
- Do not delegate authority to the Chancellor and require all approvals be brought back to the Board.

8. COMPLIANCE WITH BOARD POLICY:

X Consistent With Current Board Policy: Title #4 Chapter #10 Section #1 (9)
(Real Property Transactions)

☐ Amends Current Board Policy: Title #_____ Chapter #_____ Section #_____

☐ Amends Current Procedures & Guidelines Manual: Chapter #_____ Section #_____

☐ Other:_____

X Fiscal Impact: Yes **X** No _____ Purchase price will be \$1.425M which will be funded from our general improvement fund (\$725K), capital improvement fund (\$470K), interest income (\$170K), and internal overhead (\$60K).

**UNLV Property Acquisition
4290 S. Maryland Parkway
Property Location Map**

ATTACHMENT A



PURCHASE AND SALE AGREEMENT
(4290 S. MARYLAND PARKWAY)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) dated as of the ____ day of _____, 2015 (the date this Agreement is executed by Seller, Purchaser and Title Company, the “**Effective Date**”), is made by and between the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION** (the “**Board**”), on behalf of the **University of Nevada, Las Vegas** (“**Purchaser**”), and **UNIVERSITY MIDTOWN #1, LLC**, a Nevada limited liability company (“**Seller**”).

RECITALS:

R-1. Seller desires to sell certain improved real property located at 4290 South Maryland Parkway, Las Vegas, Nevada, along with certain related property described below, and Purchaser desires to purchase such real and other property from Seller.

R-2. Seller and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Seller shall sell and Purchaser shall purchase the property described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree that (i) the Recitals are true and correct and by this reference incorporated herein as if fully set forth and (ii) as follows:

1. THE PROPERTY.

1.1 **Description.** Subject to the terms and conditions of this Agreement, and for the consideration set forth herein, Seller hereby agrees to sell, assign and convey, and Purchaser hereby agrees to purchase and acquire, all of Seller’s right, title and interest, if any, in and to the following (collectively, the “**Property**”):

1.1.1 That certain parcel of land located in Clark County, Nevada, consisting of approximately 0.68 acres bearing Clark County Assessor Parcel number 162-23-101-010 and having a street address of 4290 South Maryland Parkway, Las Vegas, Nevada, as more specifically described on Schedule 1.1.1, attached hereto (the “**Land**”) along with all buildings (the “**Building**”) together with all other improvements, parking facilities and fixtures located on the Land (the Building and any and all other improvements located on the Land are hereinafter referred to collectively as the “**Improvements**”) and all easements, hereditaments, appurtenances, development rights, and other benefits, if any, pertaining to or affecting the Land (collectively, the “**Easements**”). The Land, Building, Improvements and Easements are hereinafter collectively referred to as the “**Real Property**”;

1.1.2 All furniture, furnishings, fixtures, equipment and other tangible personal property affixed to and/or located at the Real Property owned by Seller and used in connection with the Real Property, or replacements of those items permitted pursuant to this Agreement (the “**Personal Property**”);

1.1.3 Any and all permits and any and all warranties, telephone exchange numbers, architectural or engineering plans and specifications and development rights that exist as of the Closing Date and relate to the Real Property or the Personal Property (the “**Intangible Property**”).

1.2 Agreement to Convey. Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, on the Date of Closing (defined in Section 2.4, below): (a) fee title to the Land and the Improvements by way of a grant bargain and sale deed, to be executed and delivered by Seller in respect to the Real Property, and which shall be subject to the Permitted Exceptions (defined in Section 3.7, below) affecting or encumbering the Real Property; and (b) the remainder of the Property, by way of the assignment and assumption of agreements, if any, a quitclaim bill of sale and other instruments of conveyance described in this Agreement.

2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is One Million Four Hundred Twenty Five Thousand and No/100ths (\$1,425,000) U.S. Dollars.

2.2 Deposit.

2.2.1 Initial Deposit. On or before three (3) calendar days after the Effective Date, Purchaser shall, by federal wire transfer, deposit the sum of Fifty Thousand and no/100ths U.S. Dollars (\$50,000.00) (the “**Initial Deposit**”) into the escrow account of the Title Company (defined in Section 2.4, below). If Purchaser shall fail to make the Initial Deposit in accordance with the foregoing, by 5:00 p.m., Pacific Standard Time, on the third calendar day after the Effective Date, this Agreement shall automatically terminate and neither party shall thereafter have any further rights, obligations or liability hereunder, except as otherwise expressly set forth herein. Once posted, the Initial Deposit shall be refundable upon the demand of Purchaser, without any right by Seller to object or to delay such refund, in the event that Purchaser terminates this Agreement in accordance with Section 3.6, below, on or before 5:00 p.m., Pacific Standard Time, on the last calendar day of the Due Diligence Period (defined in Section 3.1, below) or upon any other termination hereof other than by reason of Purchaser’s default hereunder.

2.2.2 Maintenance of Deposit. The term “**Deposit**” as used herein shall mean the Initial Deposit and any additional deposits as are described herein, and all interest earned thereon. Interest earned on the Deposit shall be deemed earned by Purchaser. Provided that Purchaser has not terminated this Agreement pursuant to Section 3.6 below, the Deposit shall become non-refundable, subject to, among other provisions,

Section 2.2.1, Section 3.4.2, Section 3.5, Section 3.6, Section 6.5, Section 9, Section 10.1 and Section 10.4 hereof.

2.3 Payment. Purchaser shall pay to Seller the Purchase Price, on or before 3:00 p.m., Pacific Time, on the Date of Closing, by causing the Title Company to wire the Purchase Price in immediately available funds to such bank account(s) as Seller may designate. The Deposit shall be paid by the Title Company to Seller at Closing and credited against the Purchase Price. The Purchase Price shall also be subject to further adjustments for prorations and credits required to be made in accordance with Section 7, below.

2.4 Closing. The purchase and sale of the Property shall be consummated at closing (the "**Closing**") in escrow through the Title Company on the date (the "**Date of Closing**" or "**Closing Date**") which is mutually agreed to by the parties but not later than ten (10) business days after the later of: (i) expiration of the Due Diligence Period, and (ii) the transaction as provided herein has been approved by the Board. Closing shall occur on or before 3:00 p.m., Pacific time, on the Date of Closing at the offices of Nevada Title Company, Attn: Brenda Burns, (the "**Title Company**"), or at such other time and place as may be agreed to in writing by Seller and Purchaser.

3. INSPECTIONS AND APPROVALS.

3.1 Inspections. Purchaser shall have a period of time (the "**Due Diligence Period**"), commencing on the Effective Date, and expiring at 5:00 p.m., Pacific Standard Time, on that Business day which is the thirtieth (30th) calendar day following the Effective Date, in which to conduct the inspections and studies described in this Section 3.

3.2 Access to the Property and Indemnification by Purchaser. During the Due Diligence Period, Seller shall permit Purchaser and Purchaser's agents and representatives access to the Land and Improvements for the purpose of conducting such physical and environmental inspections of the Land and Improvements (collectively, the "**Inspections**") as Purchaser shall deem necessary to determine the feasibility of the Land and Improvements for Purchaser's intended use. Before Purchaser enters the Land and Improvements to perform Inspections, Purchaser shall give Seller reasonable advance written notice and, at Seller's option, a representative of Seller may accompany Purchaser and/or Purchaser's representative. Purchaser agrees to be solely responsible for the conduct of Purchaser's representatives on and adjacent to the Land and Improvements and shall assume and pay for all expenses incurred in connection with the Inspections. At all times during the presence of Purchaser or Purchaser's representatives on the Land and Improvements, Purchaser agrees that Purchaser will not allow, and

Purchaser's representatives will not conduct, any physically invasive testing of, on, or under the Land or Improvements without first obtaining Seller's written consent, which shall not be unreasonably withheld, conditioned or delayed. Purchaser agrees to return the Land and Improvements to substantially the same condition and cleanliness existing before entry and/or occupation by Purchaser's representatives, including, but not limited to, sealing wells or other similar subsurface investigations (restore the Real Property). Purchaser shall use reasonable efforts to minimize interference with Seller's and any tenants' use and occupancy of the Building. Purchaser shall keep confidential the information resulting from the Inspections. Purchaser may disclose confidential information to Purchaser's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Land and Improvements, provided Purchaser takes all reasonable measures to assure that Purchaser's representatives keep such information confidential. Purchaser shall indemnify, defend and hold Seller, its shareholders, members, partners, beneficiaries, officers, directors and agents (collectively, "**Indemnified Parties**") harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, caused by Purchaser, which an Indemnified Party may incur as a result of (a) any act or omission of Purchaser or its agents or representatives arising in connection with any Inspections, or (b) the failure of Purchaser to restore the Real Property in accordance with this Section 3.2; provided, however, that Purchaser shall not be required to indemnify Seller if and to the extent that any such loss, injury, liability, damage or expense was caused by the negligence or willful misconduct of Seller, its employees or its agents. The foregoing shall survive termination of this Agreement. Notwithstanding the foregoing, Purchaser shall not directly contact any tenant or its employees without the prior express written approval of Seller. Purchaser's obligations which may arise out of the performance of this Agreement shall be in accordance with NRS 41.0305 to NRS 41.039. Purchaser will assert the defense of sovereign immunity as appropriate in all cases, and its indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

3.3 Inspection of Documents. Within three (3) calendar days after the Effective Date, Seller shall make available to Purchaser or its representative, for inspection and copying, at the Building or some other location mutually convenient to the parties, the Property information materials relating to the Land and Improvements set forth on Schedule 3.3 attached hereto ("**Property Documents**"), to the extent such Property Documents are within the possession or control of Seller or Seller's contractors, consultants, officers, attorneys, brokers or other agents ("**Seller's Agents**").

3.4 Survey.

3.4.1 As part of the Property Documents, Seller shall deliver the most recent survey, if any, in the possession of Seller or Seller's Agents to the Purchaser (the "**Existing Survey**"). Purchaser shall, within **five (5)** calendar days after the Effective Date, at its sole cost and expense, order an update to the Existing Survey (or if there is no Existing Survey, a new survey, (the "**Survey**"). Purchaser shall deliver a copy of the Survey to Seller promptly following receipt. On or before the expiration of the **fifth (5th)** calendar day after receipt of the Survey or the **tenth (10th)** calendar day after delivery of the Title Commitment (as hereinafter defined), whichever is later, Purchaser shall deliver to Seller, in writing any objections to any matters shown on the Survey, which such objections shall, to the extent practicable, be delivered simultaneous with any objection to the Title Commitment delivered pursuant to Section 3.5 ("**Objection Letter**"). Purchaser's failure to timely object to any such matters shall be deemed to constitute Purchaser's approval thereof and such shall then become Permitted Exceptions (as defined in Section 3.8). If Purchaser timely objects to any matters shown on the Survey, then Seller shall have the right, but not the obligation, to agree in writing to cure before Closing such objections, or to decline to cure such objections as provided in Section 3.8.

3.4.2 Seller shall have until 5:00 p.m. on the date which is **ten (10)** calendar days after receipt of the Objection Letter (the "**Cure Date**") to agree in writing to cure before Closing, or decline to cure, Purchaser's objections to the Survey in a manner acceptable to Purchaser. If Seller elects not to cure, or fails to timely respond to Purchaser's Objection Letter, Seller shall be deemed to have elected not to cure, in which event, Purchaser shall, on or before the expiration of the Diligence Period, either (i) terminate this Agreement by delivery of written notice to Seller and Title Company, whereupon Title Company shall release and return the Deposit to Purchaser, or (ii) waive in writing its objection to the Survey. Purchaser's failure to timely deliver to Seller and Title Company a written notice of termination or waive its objection to the Survey shall be deemed to constitute Purchaser's waiver of such objections.

3.5 Title Commitment.

3.5.1 Within five (5) calendar days after the Effective Date, Seller shall order from Title Company, a commitment for an ALTA standard owner's policy of title insurance, setting forth the status of title to the Land and all exceptions which would appear in an ALTA Owner's Policy of Title Insurance, specifying the Purchaser as the

named insured and showing the Purchase Price as the policy amount together with copies of the documentation of record relating to all such exceptions, together with legible copies of all documents relating to such exceptions (the “**Title Commitment**”). Purchaser shall, on or before the **tenth (10th)** calendar day after the receipt of the Title Commitment or the **fifth (5th)** calendar day after receipt of the Survey, whichever is later, deliver to Seller, in writing any objections to matters shown in the Title Commitment in the Objection Letter. Purchaser’s failure to timely object to any such matters shall be deemed to constitute Purchaser’s approval of same, and such shall then become “Permitted Exceptions”. If Purchaser timely objects to any item set forth in the Title Commitment, then Seller shall have the right, but not the obligation, to attempt to cure or cause to be cured at or before Closing such disapproved item. Seller shall have until 5:00 p.m. on the Cure Date to agree in writing to cure before Closing such disapproved item. If Seller elects not to cure, or fails to timely respond to Purchaser’s objections, Seller shall be deemed to have elected not to cure, in which event Purchaser shall, on or before the expiration of the Due Diligence Period, either (i) terminate this Agreement by delivering to Seller and Title Company a written notice of termination, whereupon Title Company shall release and return the Deposit to Purchaser, or (ii) waive in writing its objection to the disapproved items, which shall then become Permitted Exceptions. Purchaser’s failure to timely deliver to Seller and Title Company a written notice of termination or waiver of its objection to the disapproved items shall be deemed to constitute Purchaser’s waiver of its objection to said items and such items shall become Permitted Exceptions. Notwithstanding the foregoing, Purchaser shall be deemed to have disapproved any exception which is a lien on the Real Property for a sum certain or a determinable sum and Seller shall be obligated to cure such exception prior to Closing. Further, Seller agrees that any title exception created by the Seller and placed on the Property after the date of the Title Commitment is likewise disapproved and Seller shall be obligated to cure the same prior to Closing.

3.5.2 Purchaser shall have five (5) calendar days after receipt of any updates to the Title Commitment (including receipt of any documents referenced in such update) to object to any material matters disclosed therein which were not disclosed in the original Title Commitment, and the procedure for objecting to such matters shall be as set forth in Section 3.5.1 above.

3.6 Purchaser’s Acceptance or Rejection prior to the Expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, if Purchaser, after conducting its Inspections, as described in this Section 3,

does not desire to purchase the Property based upon the discovery of facts unknown to Purchaser as of the Effective Date hereof, as reasonably and in good faith determined by Purchaser to negatively impact the Property, Purchaser shall give Seller written notice of its termination of this Agreement. If the Due Diligence Period expires without a notice of termination being received by Seller, then Purchaser will be deemed to have approved and accepted the Property and to have agreed to complete the transaction contemplated by this Agreement, and the Deposit will be nonrefundable, subject to the provisions of Section 6.5, Section 9, Section 10.1 and Section 10.4 hereof. If Purchaser gives Seller a notice of termination on or before the expiration of the Due Diligence Period, then this Agreement will automatically terminate, subject to the immediate return of all copies of all Property Documents to Seller, the Deposit will be delivered to Purchaser, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein.

3.6.1 Consents to Transfer. Seller shall be responsible for securing any consent from third parties who have the right to consent to the transfer of any Permit, Intangible Property and/or Lease and paying any fee in connection with such consent and/or early termination of same. The consents shall provide that if the transaction contemplated by this Agreement is not consummated, the consent will not be effective. It is understood that a failure to obtain such consents is a condition precedent to Purchaser's obligation to close. Seller will assume all liability which arises as a result of failing to obtain any such consent and shall indemnify, defend and hold harmless Purchaser from any liability, claims, actions, expenses, or damages incurred by Purchaser as a result of such failure, unless Purchaser elects to waive the issuance of such consents as a precondition to Closing under Section 8. Such indemnity shall survive the Closing.

3.7 Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (the "**Permitted Exceptions**"):

3.7.1 Those matters affecting or relating to the title to, or the survey of, the Property: (a) which are of record on the date of the Title Commitment and described therein or as shown on the Survey, and which were not included in an Objection Letter timely delivered by Purchaser; (b) which were included in an Objection Letter, but for which (i) Seller has completed the cure thereof; or (ii) Purchaser has

waived or been deemed to have waived the cure thereof or (iii) Seller has elected to cure and which will be cured by the payment of money at Closing; or (c) which Purchaser has otherwise approved in writing.

3.7.2 The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.

3.7.3 All matters disclosed by the Property Documents and not prohibited hereunder.

3.7.4 All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

3.7.5 All standard pre-printed exceptions set forth in the standard owners' policy of title insurance issued by the Title Company to Purchaser for the Property.

4. SELLER'S OBLIGATIONS PRIOR TO CLOSING. Until Closing, Seller and/or Seller's agents or representatives shall:

4.1 Insurance. Keep the Property insured, in an amount sufficient to satisfy any co-insurance requirement or stipulation, against fire and other hazards covered by extended coverage endorsement and comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

4.2 Operation. Maintain the Property in good condition and make repairs and/or replacements in the ordinary course of business in connection with any damage to the Property, and deliver the Property to Purchaser at Closing in the condition existing as of the Effective Date, normal wear and tear and damage by casualty excepted.

4.3 Notices. Provide to Purchaser, immediately upon the receipt thereof, any and all written notices relating to the Property received by Seller or its agents or representatives from any governmental or quasi-governmental instrumentality, insurance company or vendor, or from any other entity or party, which notices are of a type not normally received in the ordinary course of Seller's business, or which may have a material effect upon the Property or result in a material change in a representation or warranty made by Seller hereunder.

4.4 Compliance with Agreements. Take all actions necessary to comply with all agreements, covenants, encumbrances and obligations affecting or relating to the Property and the ownership,

operation and maintenance thereof. Seller shall pay all utility bills, tax bills and other invoices and expenses relating to the Property, as and when the same become due.

5. REPRESENTATIONS AND WARRANTIES.

5.1 By Seller. Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing, that:

5.1.1 Seller shall have the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5.1.2 Seller is a Limited Liability Company that is duly organized, validly existing and in good standing under the laws of the state in which it was organized and has taken all requisite action and obtained, or will obtain prior to the Closing, all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Seller of its obligations hereunder.

5.1.3 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be valid and legally binding upon Seller and enforceable in accordance with their respective terms.

5.1.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller may be bound.

5.2 By Purchaser. Purchaser represents and warrants to Seller as of the Effective Date that:

5.2.1 Purchaser is a governmental entity of the State of Nevada created by the Constitution of the State of Nevada and is qualified to do business in the jurisdiction in which the Property is located.

5.2.2 Except as provided in Section 6.1.4, Purchaser has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder.

5.2.3 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

5.2.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Purchaser or to the Property.

5.2.5 There are no actions, suits, claims or other proceedings (collectively, "Litigation") pending or, to the best of the Purchaser's knowledge, contemplated or threatened against Purchaser that could affect the Purchaser's ability to perform its obligations when and as required under the terms of this Agreement.

5.3 Broker. Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property.

5.4 Property Condition.

5.4.1 Disclaimer. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

5.4.2 Release of Claims. Without limiting the provisions of Section 5.4.1, Purchaser releases Seller from any and all claims (whether known or unknown, and whether contingent or liquidated) arising from or related to any defects, errors or omissions in the design or construction of the Property, whether the same are a result of negligence or otherwise.

5.4.3 Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) this Agreement gives Purchaser the opportunity to inspect the Property and its operation, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in Section 5), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

6. CONDITIONS PRECEDENT TO CLOSING.

6.1 Conditions for the Benefit of Purchaser. The obligation of Purchaser to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.1.1 The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

6.1.2 Seller shall have performed each and every material obligation and covenant of Seller to be performed hereunder unless performance thereof is waived by Purchaser.

6.1.3 There has been no material and adverse change to the condition of the Property since the last day of the Due Diligence Period, provided that any change in condition due to casualty or condemnation shall be controlled by the provisions of Section 9.

6.1.4 The terms and conditions of this Agreement shall have been approved by the Board at a duly noticed public meeting. If the Board, in its sole and absolute discretion, does not approve the terms and conditions of this Agreement, this Agreement shall be null and void without the necessity of further documentation and shall be of no binding effect whatsoever.

6.2 Waiver of Conditions. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser.

6.3 Conditions for the Benefit of Seller. The obligation of Seller to consummate the conveyance of the Property hereunder is

subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.3.1 Receipt by Seller of all requisite approvals.

6.3.2 Purchaser shall have performed each and every material obligation and covenant of Purchaser to be performed hereunder unless performance thereof is waived by Seller.

6.4 Waiver of Conditions. Seller shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Seller unless it is in writing and executed by an authorized officer of Seller.

6.5 Failure of a Condition. In the event any of the conditions set forth in this Section are not fulfilled or waived by the respective party for whom such condition is a condition precedent, this Agreement shall terminate and all rights and obligations hereunder of each party shall be at an end and the Deposit shall be returned to the Purchaser, as the Purchaser's sole remedy and neither party shall have any obligations to the other.

7. CLOSING COSTS AND PRORATIONS.

7.1 Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

7.1.1 All recording fees and any and all state and county recordation, documentary or transfer taxes;

7.1.2 All premiums, fees and costs associated with the issuance of any Title Policy (except endorsements obtained by Seller to cure Title Objections and/or Survey Objections as referred to in Article 3) as well as for all premiums, fees and costs associated with the issuance of a mortgagee title insurance policy, and one-half (1/2) of the settlement fees and other charges of the Title Company due in connection with the closing of this transaction; Seller to pay the CLTA Standard premium and Purchaser to pay for any extended coverage and desired endorsements to the title policy.

7.1.3 The cost of the Survey or the update to an Existing Survey, as applicable;

7.1.4 The fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction;

7.1.5 Any sales taxes payable with respect to any personal property included within the Property.

7.2 Seller's Costs. Seller will pay the following costs of closing this transaction:

7.2.1 One-half (1/2) of the settlement fees and charges of the Title Company due in connection with the closing of this transaction and the title insurance premium for CLTA Standard coverage;

7.2.2 The fees and disbursements of Seller's counsel;

7.2.3 All release fees and other charges required to be paid in order to release from the Property the lien of any mortgage or other security interest which Seller is obligated to remove pursuant to the terms of this Agreement.

7.3 Prorations. All revenues and expenses, including, but not limited to rents and any other amounts paid by any tenant, personal property taxes, installment payments of special assessments, liens, vault charges, sewer charges, utility charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Date of Closing shall be prorated as of 11:59 p.m., Pacific time, on the day before the Date of Closing (the "Adjustment Time") and shall be adjusted against the Purchase Price due at Closing. No post-closing prorations shall occur.

Notwithstanding the foregoing: (i) rents, if any, shall be prorated based upon rents actually received as of the day before Closing; (ii) Seller shall retain the right to seek payment of rents which as of the time of proration are past-due; and (iii) if Seller or Purchaser receives rents which are attributable to a period when the Property was owned by the other party, then it shall promptly forward such rents to the other party. Rents received by Purchaser following Closing shall first be applied to the payment of current rental obligations, with any excess being paid to Seller for past-due rents accruing prior to Closing. Purchaser acknowledges that it shall be responsible for the annual reconciliations of common area maintenance, percentage rents, and other amounts under the Leases, if any, without responsibility for returning any overages to Seller and without the right of reimbursement from Seller for any shortfalls.

7.3.1 Seller and Purchaser shall in good faith attempt to have all charges that affect the Property and for which the charges are based upon usage (including utilities) billed or read as of a time as close to the Adjustment Time as is reasonable, provided that Seller shall not be liable for any charges which accrued or became payable prior to the date of Seller's ownership. If a precise billing or reading as of the Adjustment Time is not available at Closing with respect to such charges, then the foregoing adjustment shall be made, by payment or credit at Closing, by pro-rating to the Adjustment Time from the latest billing or reading then available. No post-closing prorations shall occur.

7.3.2 Seller shall close out any accounts with utility companies and shall have the right to receive any and all deposits held on behalf of Seller by utility companies with respect to the Property.

7.4 Taxes. General real estate taxes and special assessments relating to the Property payable during the year in which Closing occurs shall be prorated with respect to the Property as of the Date of Closing, with Seller being responsible for Taxes attributable to Seller's period of ownership and Purchaser being responsible for Taxes attributable to the period from and after the Date of Closing. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be upon the latest available information. If, as the result of an appeal of the assessed valuation of the Property for any real estate tax year prior to (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued, Seller shall be entitled to all such refunds relating to the period prior to Closing. No post-closing re-prorations shall occur.

Seller reserves the right to appeal the assessed valuation of the Property for any real estate tax year prior to (or including) the Closing Date. If there is issued before or after the Closing Date an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued, Seller shall be entitled to all such refunds relating to the period prior to the Closing Date and Purchaser shall be entitled to all such refunds relating to the period from and after the Closing Date. If the appeal is successfully culminated either prior to or after the Closing Date, and Purchaser would benefit from such appeal for the current or any subsequent tax year, then Purchaser agrees to pay a pro-rata portion of the fee in connection with the appeal based on the Closing Date, and to escrow at Closing both the estimated fee and the savings anticipated from the appeal as estimated by Seller.

7.5 In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.

7.6 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 7 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property during its period of ownership and shall receive all income therefrom accruing through midnight of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

8. CLOSING AND ESCROW.

8.1 Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the

following original documents, each executed and, if required, acknowledged:

8.1.1 A grant bargain and sale deed, in the form attached hereto as Schedule 8.1.1 (the “**Deed**”), conveying title to Purchaser of the Real Property, subject only to the Permitted Exceptions.

8.1.2 Originals (to the extent in Seller’s or Seller’s Agents possession or control) of all Warranties then in effect, if any, with respect to the Property or to the Improvements or any repairs or renovations to such Improvements and (b) an assignment of all such warranties and guarantees being conveyed hereunder, conveying to Purchaser, as applicable, all of Seller’s rights, title and interests in and to the Warranties attributable to the Property.

8.1.3 An affidavit pursuant to the Foreign Investment and Real Property Tax Act.

8.1.4 Appropriate evidence of authority, capacity and status of Seller as reasonably required by Title Company.

8.1.5 An “Owner’s affidavit”, in form reasonably acceptable to Seller and the Title Company and sufficient for the Title Company to delete any exceptions for (a) mechanics’ or materialmen’s liens arising from work at the Property which is the responsibility of Seller hereunder, (b) parties in possession, other than tenants as tenants only, and, (c) matters not shown in the public records.

8.1.6 A settlement statement (the “**Settlement Statement**”), prepared by the Title Company.

8.1.7 A quit claim bill of sale in the form attached hereto as Schedule 8.1.8 (the “**Bill of Sale**”) transferring to Purchaser all of Seller’s right, title and interest in the Personal Property.

8.1.8 A Declaration of Value as prepared by the Title Company.

8.1.9 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

8.2 Purchaser’s Deliveries. At the Closing, Purchaser shall (a) pay Seller the Purchase Price as required by, and in the manner described in, Section 2 hereof, and (b) execute and deliver the following documents:

8.2.1 The Bill of Sale.

8.2.2 Evidence of Purchaser's authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and the Title Company, to enter into the transactions contemplated by this Agreement.

8.2.3 The Settlement Statement.

8.2.4 A Declaration of Value as prepared by the Title Company.

8.2.5 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

8.3 Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing.

8.4 Escrow Closing. Purchaser and Seller (or their respective counsel on behalf of Purchaser and Seller) shall execute letters of escrow closing instructions (the "Closing Instructions") which will provide that, on the Date of Closing: (a) Seller and Purchaser shall each deposit with the Title Company all of the documents and instruments described in Sections 8.1 and 8.2, above (the "Closing Documents"); and (b) Purchaser shall deposit with the Title Company the balance of the Purchase Price required to be paid after application of the Deposit thereto and all prorations, adjustments and credits required to be made under this Agreement, (the "Adjusted Purchase Price"), all of which shall be set forth on, and mutually agreeable pursuant to, a Settlement Statement executed by both Purchaser and Seller at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions set forth in the Closing Instructions, the Title Company shall be authorized and directed to disburse the Adjusted Purchase Price to Seller or its designee(s), record the Deed in the official records of the County Recorder of Clark County, Nevada, and release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

9. DAMAGE, DESTRUCTION AND CONDEMNATION.

9.1 Casualty. Except as provided herein, Seller assumes all risk of loss or damage to the Property by fire or other casualty until control of the Property is delivered to Purchaser. If at any time on or prior to the Date of Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Purchaser of the nature and extent of the damage caused by such casualty, Seller's reasonable estimate of the cost to repair and the amount of insurance proceeds payable as a result thereof. If the estimated cost to repair the damage or destruction exceeds \$250,000 as reasonably estimated by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) calendar days

following the date upon which Purchaser receives Seller's written notice of the destruction or damage. If Purchaser does not elect to so terminate this Agreement within said ten (10) calendar day period, or if the cost of repair is equal to or less than \$250,000, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price; provided however, all the amount of any insurance proceeds paid or payable with respect to such casualty shall be credited against the Purchase Price.

9.2 Condemnation. In the event, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Purchaser. If the taking would substantially prevent the Purchaser from continuing the existing use of the Property, then the Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) calendar days following the date upon which Purchaser receives Seller's written notice of such action or proceeding. If Purchaser does not elect to so terminate this Agreement within said ten (10) calendar day period, this Agreement shall remain in full force and effect and the parties shall proceed to closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Purchaser.

10. FAILURE OF CONDITIONS PRECEDENT; DEFAULT AND REMEDIES.

10.1 Failure of Conditions Precedent. If any of the conditions precedent stated in Article 6 have not occurred or been satisfied or waived on or before the Closing Date, Purchaser or Seller, whomever is the beneficiary of the condition precedent, may: (a) terminate this Agreement by written notice to the appropriate party on or before the Closing Date, in which event the appropriate party shall be entitled to receive the Deposit, or (b) to waive such conditions precedent and proceed to Closing.

10.2 Purchaser Default. If Purchaser is in default of one or more of Purchaser's obligations under this Agreement other than a failure to timely close (for which there shall be no notice and cure period), then Seller may give notice to Purchaser (with a copy to Title Company) specifying the nature of the default. Purchaser shall have five (5) calendar days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Purchaser fails to cure that default within that period, then Seller's sole remedy for such default shall be to terminate this Agreement by giving notice of such termination to Purchaser (with a copy to Title Company) and receive the Deposit as liquidated

damages. If Seller does so terminate this Agreement, then Title Company shall pay the Deposit to Seller. PURCHASER AGREES THAT THE RETENTION OF THE DEPOSIT BY SELLER REPRESENTS A REASONABLE ESTIMATION AS OF THE EFFECTIVE DATE OF SELLER'S DAMAGES IN THE EVENT OF PURCHASER'S DEFAULT HEREUNDER, THAT ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THAT THE PROVISION FOR LIQUIDATED DAMAGES HEREUNDER DOES NOT CONSTITUTE A PENALTY. THE PARTIES ACKNOWLEDGE THAT THESE DAMAGES HAVE BEEN SPECIFICALLY NEGOTIATED BETWEEN THEMSELVES AND ARE, AMONG OTHER THINGS, TO COMPENSATE SELLER FOR TAKING THE PROPERTY OFF THE MARKET, FOR SELLER'S COSTS AND EXPENSES ASSOCIATED WITH THIS AGREEMENT AND FOR SELLER'S LOST OPPORTUNITY COSTS. PURCHASER HEREBY WAIVES THE RIGHTS AND BENEFITS OF ANY LAW, RULE, REGULATION, OR ORDER NOW OR HEREAFTER EXISTING THAT WOULD ALLOW PURCHASER TO CLAIM A REFUND OF THE DEPOSIT AS UNEARNED EARNEST MONEY, A PENALTY, OR FOR ANY OTHER REASON. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY. SELLER AND PURCHASER AGREE THAT PAYMENT OF THE DEPOSIT TO SELLER UNDER THIS SECTION 10.2 SHALL BE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

Seller's Initials

Purchaser's Initials

10.3 Seller Default. In the event Seller shall: (a) fail to sell, transfer and assign the Property to Purchaser in violation of the terms of this Agreement, and/or (b) fail to perform any other material obligation of Seller hereunder, and/or (c) intentionally breach any warranty made or granted by Seller under this Agreement, which breach is not cured by the Closing Date and/or (d) have intentionally misrepresented any fact, or any of the representations of Seller contained herein are not true, accurate or complete in any material respect, Purchaser shall be entitled, as its sole and exclusive remedies, to elect from the following remedies: (i) waive such default and proceed to Closing; (ii) seek to specifically enforce its rights hereunder; or (iii) receive the return of the Deposit and seek its damages at law. If the Purchaser does not duly notify Seller of the default, or does not give Seller a notice of termination hereunder within a commercially reasonable period of time after discovery of the default, then the default shall be treated as waived by the Purchaser.

10.4 Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this

Agreement, (a) the Deposit shall be paid over to the party entitled to the same, (b) all documents deposited by Purchaser and Seller into escrow shall be returned by the escrow agent to the party depositing the same, and (c) all copies of all Property Documents provided to Purchaser by Seller shall be returned to Seller, whereupon the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

10.5 Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees. The "prevailing party" shall be determined by the court hearing such matter.

11. NOTICES. Any notice required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) Business Day after pickup by Emery Air Freight, United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, or (c) transmitted by telecopy, facsimile, or electronic mail provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine or by e-mail records, and a counterpart of such notice is also delivered pursuant to one of the two manners specified in Sections 11(a) or 11(b), above, in any case addressed to the parties at their respective addresses set forth below:

If to Seller: University Midtown #1, LLC
8215 S. Eastern Avenue, Suite 205
Las Vegas, NV 89123
Attention: David Saltman
General Counsel
Phone: (702) 798-7970 x28
Fax: (702) 798-1029
Email: davids@thevistagroup.net

With a copy to: The Greenspun Corporation
2275 Corporate Circle, Suite 300
Henderson, NV 89074
Attention: David Dachelet
General Counsel
Phone: (702) 990-2122
Fax: (702) 990-9822
Email: david.dachelet@greenspuncorp.com

If to Purchaser: Senior Vice President for Business and Finance
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451004
Las Vegas, NV 89154-1004
Attn: Gerry S. Bomotti
Phone: (707) 895-3571
Fax: (702) 895-1090
Email: gerry.bomotti@unlv.edu

With a copy to: Director for Real Estate
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451027
Las Vegas, NV 89154-1027
Attn: Cherie Garrity
Phone: (702) 895-0426
Fax: (702) 895-4960
Email: cherie.garrity@unlv.edu

With a copy to: General Counsel
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451085
Las Vegas, NV 89154-1085
Attn: Elda Sidhu
Phone: (702) 895-5185
Fax: (702) 895-5299
Email: elda.sidhu@unlv.edu

If to Title Company: Nevada Title Company
2500 N. Buffalo Dr., Suite 150
Las Vegas, NV 89128-7851
Attn: Brenda Burns
Phone: (702) 251-5167
Fax: (702) 938-1875
Email: bburns@nevadatitle.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 11 to the other party. Telephone numbers are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, all of which are incorporated

by reference as if fully set forth, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in an express writing and signed by both parties.

12.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the state in which the Land is located. The exclusive venue for any action to interpret or enforce any rights under this agreement shall be in the courts located in Clark County, Nevada and the parties agree that, the respective obligations of the parties pursuant to the provisions of this Section are consideration for the other party's obligations under this Section and shall be enforceable regardless of any claim as to the invalidity of any other provision of this Agreement or of the entirety of this Agreement.

12.4 Assignability. Purchaser may not assign or transfer any of Purchaser's rights, obligations and interests under this Agreement, to any person or entity without the prior written consent or approval of Seller. Upon any such assignment or other transfer, Purchaser and such assignee or transferee shall be jointly and severally liable for the obligations of Purchaser under this Agreement, which liability shall survive the assignment or transfer and the Closing.

12.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

12.6 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement. The parties acknowledge and agree that they have both participated in the negotiation of the terms and conditions of this Agreement and that both have been

assisted by Counsel in that process and that no provision hereof shall be interpreted against either party by virtue of its authorship.

12.7 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

12.8 Time of Essence. Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.

12.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

12.10 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

12.11 Proper Execution. This Agreement shall have no binding force and effect on either party unless and until both Purchaser and Seller shall have executed and delivered this Agreement.

12.12 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

12.13 Business Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next day (a "Business Day") following such Saturday, Sunday or Legal Holiday. As used herein, the term "**Legal Holiday**" shall mean any local or federal holiday on which the Courts of the Eighth Judicial District are closed in Las Vegas, Nevada.

12.14 Back-Up Contracts. Notwithstanding anything herein to the contrary, Seller reserves the right to continue marketing the Property for sale and to entertain letters of intent regarding the sale of the Property while this Agreement is outstanding, provided Seller shall not enter into any binding back-up agreements with respect to the sale of the Property for so long as this Agreement is in force.

12.15 Prohibited Persons and Transactions. Purchaser represents and warrants to Purchaser's knowledge: (i) Purchaser is not a Prohibited Person (defined below); (ii) none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person; (iii) the funds or other assets Purchaser will transfer to Seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person; and (iv) the funds or other assets Purchaser will transfer to Seller under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. §1956(c)(7). "**Prohibited Person**" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above. The foregoing representations shall survive Closing and any termination of this Agreement.

13. ESCROW AGREEMENT.

13.1 Deposit. Title Company agrees to deposit the Deposit in an interest bearing account, subject to the receipt from the Purchaser of a form W-9 for the purposes of investing said funds and to hold and disburse said funds, and any interest earned thereon, as hereinafter provided. Upon written notification from Seller or Purchaser in accordance with the terms of this Agreement, Title Company shall release the funds in accordance with and pursuant to the written instructions. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Title Company to justify its doing so, Title Company shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

13.2 Title Company. Seller and Purchaser covenant and agree that in performing any of its duties under this Agreement, Title Company shall not be liable for any loss, costs or damage which it may incur as a result of serving as Title Company hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

Accordingly, Title Company shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Title Company shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

13.3 Indemnity. Seller and Purchaser hereby agree to indemnify and hold harmless Title Company against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by Title Company in connection with its serving as Title Company hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. The provisions of this Section 13.3 shall survive a termination of this Agreement. Notwithstanding the foregoing, Title Company acknowledges that NRS 41.031 et seq. shall limit the liability of Purchaser.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the Effective Date.

SELLER:

GRANTOR:

University Midtown #1, LLC, a Nevada limited liability company

By: _____
Michael Saltman
Its: Manager

PURCHASER:

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas

Recommended:

By: _____
Len Jessup, President
University of Nevada, Las Vegas

Approved:

By: _____
Daniel J. Klaich, Chancellor
Nevada System of Higher Education

NEVADA TITLE COMPANY hereby accepts the foregoing Purchase and Sale Agreement hereby agrees to act as the Title Company hereunder.

TITLE COMPANY:

NEVADA TITLE COMPANY

By: _____

Its: _____

Date: _____

SCHEDULE 1.1.1

Legal Description

THE SOUTH 132 FEET OF GOVERNMENT LOT 17 IN SECTION 23, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CLARK COUNTY BY DEED RECORDED JUNE 23, 1964 IN BOOK 549 AS DOCUMENT NO. 441961, OF OFFICIAL RECORDS, CLARK COUNTY NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO CLARK COUNTY BY DEED RECORDED OCTOBER 21, 1982 IN BOOK 1637 AS DOCUMENT NO. 1596098, OF OFFICIAL RECORDS, CLARK COUNTY NEVADA.

SCHEDULE 3.3

Property Documents

The following will be delivered to Purchaser to the extent that they are in Seller's possession, custody, or control or are available for Purchaser's review at the Property.

1. Most recent survey in Seller's possession, if any
2. Title Policy, if any
3. Copies of real property tax statements, as available
4. Phase 1 Environmental Site Assessment and/or Reports, if any (following execution of a confidentiality and non-reliance agreement)
5. 2014 and 2015 Year To Date financials and rent roll, if any
6. Copies of any and all service and maintenance records, if any

SCHEDULE 8.1.1

Form of Grant Bargain and Sale Deed

APN Nos: _____

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL DOCUMENT TO:

MAIL TAX STATEMENT TO:

Space Above This Line for Recorder's Use Only

GRANT BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **UNIVERSITY MIDTOWN #1, LLC, a Nevada limited liability company** ("Grantor"), does hereby GRANT BARGAIN, SELL and CONVEY to the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF UNIVERSITY OF NEVADA, LAS VEGAS** ("Grantee"), all of Grantor's right, title and interest in and to the following described real property in the City of Las Vegas, County of Clark, State of Nevada.

**See Exhibit A attached hereto and incorporated
herein by this reference.**

This Grant Deed is made and delivered, and title to the aforesaid real property is conveyed (i) subject to unpaid general taxes for the current tax year, (ii) subject to all matters of record and all matters of which the Grantee has notice, whether actual or constructive and (iii) without representation, warranty or covenants of any kind whatsoever, whether express or implied, contractual or statutory.

[SIGNATURE PAGE FOLLOWS]

DATED as of the ____ day of _____, 2015.

GRANTOR:

University Midtown #1, LLC, a Nevada limited liability company

By: _____
Michael Saltman
Its: Manager

STATE OF _____)
 _____) ss.
 County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____, of _____.

Notary Public

My Commission Expires:

SCHEDULE 8.1.8

Form of Quitclaim Bill of Sale

BILL OF SALE

UNIVERSITY MIDTOWN #1, LLC, a Nevada limited liability company (“**Assignor**”), in accordance with the Purchase and Sale Agreement dated _____, 2015 and in consideration of the sum of Ten Dollars (\$10.00) (the sufficiency and receipt of which are hereby acknowledged), does hereby quitclaim unto **Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas** (“**Assignee**”), all of Assignor’s right, title and interest in and to all of the furniture, furnishings, fixtures, equipment and other tangible personal property that is now affixed to and/or located at the Real Property described in **Exhibit A** and used in connection with the management, operation, or repair of that Real Property (collectively, “**Personal Property**”).

TO HAVE AND TO HOLD the Personal Property unto Assignee and Assignee’s heirs, legal representatives, successors and assigns forever.

THE PERSONAL PROPERTY IS BEING QUITCLAIMED “**AS IS**”, “**WHERE IS**”, AND “**WITH ALL FAULTS**” AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR ASSIGNOR’S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON ASSIGNEE’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR’S AGENTS OR CONTRACTORS. ASSIGNOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY.

This Bill of Sale may be executed in counterparts and by facsimile or electronic transmission, all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have signed and delivered this Bill of Sale as of the _____ day of _____, 2015.

ASSIGNOR:

University Midtown #1, LLC, a Nevada limited liability company

By: _____
Michael Saltman
Its: Manager

ASSIGNEE:

Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas

Recommended:

By: _____
Name: Len Jessup
Title: President, UNLV

Approved:

By: _____
Daniel J. Klaich
Chancellor, NSHE