

# LATE MATERIAL

MEETING DATE 2-21-13  
ITEM # 12B/15

## ~~FIRST AMENDMENT TO PURCHASE AGREEMENT~~

This FIRST AMENDMENT TO PURCHASE AGREEMENT, dated as of February 15, 2013 ("First Amendment"), is entered into by and between Fireside Investments, LLC ("Seller") and the Carson City Redevelopment Authority, Nevada ("Buyer"), and amends in certain respects the Purchase Agreement, dated as of June 2, 2010 ("Purchase Agreement"), by and between Seller and Buyer, a copy of which is attached hereto as **Exhibit A**.

For and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1.** Paragraph 2 of the Purchase Agreement is hereby amended to read as follows:

2. Escrow. By no later than April 15, 2013, an escrow ("Escrow") shall be opened with Northern Nevada Title Company ("Escrowholder") by Buyer by delivering a fully executed copy of this Agreement (together with any amendments hereto) to Escrowholder along with the Deposit referred to in Section 4(a) below. Buyer has had possession of the premises from June 4, 2010, and has had sufficient opportunity to inspect the premises as needed. Seller knows of no defective condition of the premises.

**Section 2.** Paragraph 3 of the Purchase Agreement is hereby amended to read as follows:

3. Closing and Extension of Escrow. The terms "Closing" and "Close of Escrow" shall mean the completion of the purchase, exchange of money and documents, recording of the Grant Deed and delivery of possession of the Property to Buyer. The closing of the purchase and sale of the Property shall take place through Escrow not later than sixty (60) days from the date the Buyer deposits this Agreement (together with any amendments hereto) and the Deposit into Escrow in accordance with Section 2 hereof, or such later date as the parties may mutually agree in writing.

**Section 3.** Paragraph 4(a) of the Purchase Agreement is hereby amended to read as follows:

(a) The sum of TEN THOUSAND & NO/100 Dollars (\$10,000) to be delivered to Escrowholder by Buyer in the form of a check ("Deposit") to be deposited by Escrowholder. In the event Buyer fails to deposit the foregoing sum with Escrowholder by April 15, 2013 (in accordance with

Section 2 hereof), the Escrow shall be deemed automatically canceled and this Agreement shall terminate.

**Section 4.** Buyer hereby acknowledges that Seller may do an IRS Section 1031 Exchange for the sale of the Property. Buyer agrees to cooperate and execute any documents necessary to facilitate a 1031 Exchange.

**Section 5.** Seller acknowledges receipt of the written notice required to be given by Buyer to Seller in accordance with Section 16 of the Lease Agreement, dated June 4, 2010 ("Lease"), between Seller, as lessor, and Buyer, as lessee, relating to Buyer's intent to purchase the Property. Provided the Buyer places this Agreement (together with any amendments hereto) and the Deposit into Escrow by April 15, 2013, Seller hereby covenants that no other or further notice with respect to Buyer's intent to purchase the Property shall be required to be given by Buyer to Seller and that all notice requirements from Buyer to Seller with respect to the Property under the Lease and the Purchase Agreement (if any) shall be deemed satisfied.

**Section 6.** Seller acknowledges that Buyer has the right to assign its rights under the Purchase Agreement in accordance with Section 8 of the Purchase Agreement. Seller further acknowledges that Buyer presently intends to assign its rights in the Purchase Agreement to Carson City, Nevada ("City"). If such assignment is in fact made, and provided City satisfies all of Buyer's conditions precedent to the sale of the Property set forth in the Purchase Agreement, Seller agrees to sell the Property to City on the Closing Date in accordance with the terms of the Purchase Agreement. Buyer agrees to deposit any assignment and assumption agreement entered into between Buyer and City into Escrow prior to the Closing Date.

**Section 7.** To the extent not otherwise amended by this First Amendment, the Seller and Buyer hereby ratify and confirm all of the terms and provision of the Purchase Agreement.

**Section 8.** This First Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase Agreement as of the date first written above.

“Buyer”

“Seller”

By: \_\_\_\_\_  
Karen Abowd, Chair  
Carson City Redevelopment Authority

By: \_\_\_\_\_  
Edward E. Meyer, Manager  
Fireside Investments, LLC

Approved as to Legality and Form:  
Neil A. Rombardo, District Attorney

By: \_\_\_\_\_  
Deputy District Attorney

**EXHIBIT A**

**COPY OF PURCHASE AGREEMENT**