

PURCHASE AGREEMENT
Exhibit "A"

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into in as of _____ by and between Fireside Investments, LLC ("Seller"), and Carson City Redevelopment Authority ("Buyer") or assignee with reference to the following:

1. Purchase and Sale. Upon all the terms and conditions contained in this Agreement, Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Buyer, that certain real property consisting of approximately 8,408 square feet of office building located on approximately .1224 acres of land at 108 E. Proctor Street, Carson City, Nevada, known as AP# 004-215-07 and approximately .1424 acres of land known as AP# 004-202-01 & 02 now owned by Seller ("Property").

2. Escrow. Within three (3) business days after the date this Agreement has been signed and delivered by and between the parties hereto, an escrow ("Escrow") shall be opened with Northern Nevada Title Company ("Escrowholder"), by Buyer delivering a fully executed copy of the Agreement to Escrowholder along with the Deposit referred to in Section 4(a) below. Buyers have had possession of the premises from June 4, 2010, and have had sufficient opportunity to inspect the premises as needed. Seller knows of no defective condition of the premises.

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 upon satisfaction (or waiver by the appropriate party) of all conditions to Closing set forth herein by on or before sixty-(60) days after execution of the agreement by all parties or such later date as the parties may mutually agree in writing ("Closing Date").

4. Purchase Price. The total purchase price ("Purchase Price") for the Property shall be ONE MILLION ONE HUNDRED TWO THOUSAND TWO HUNDRED NINETY NINE & NO/100 Dollars (\$1,102,299.00) Purchase Price shall be paid into escrow as follows:

(a) The sum of TEN THOUSAND & NO/100 Dollars (\$10,000.00) to be delivered to Escrowholder in the form of a check ("Deposit") to be deposited by Escrowholder. In the event Buyer fails to deposit the foregoing sum with Escrowholder, the Escrow shall be deemed automatically canceled and this Agreement shall terminate.

Escrowholder shall place the Deposit into a standard passbook interest-bearing savings account at a financial institution acceptable to Seller to be selected by Escrowholder with Escrowholder as Trustee for Buyer and Seller, with the interest on said Deposit being credited to Buyer.

(b) The sum of ONE MILLION NINETY TWO THOUSAND TWO HUNDRED NINETY NINE & NO/100 (\$1,092,299.00) to be deposited into Escrow in cash at, or prior to closing, to be combined with the Deposit of TEN THOUSAND & NO/100 Dollars (\$10,000.00) shall be considered full payment.

5. Cost and Prorations.

(a) Buyer shall pay all of the Escrow fee.

(b) Buyer shall pay all of the cost of any recording costs, documentary, conveyance or transfer fees or taxes.

(c) Buyer shall pay the cost of the policy of title insurance referred to in Section 6 (b) below.

(d) Buyer and Seller shall each bear their own respective legal and accounting costs outside of Escrow.

(e) All non-delinquent real property taxes (including any non-delinquent general and special bonds and assessments) on the Property (based upon the latest available tax information) shall be prorated through Escrow between Buyer and Seller as of the Closing using the customary escrow procedures.

(f) All other costs or expenses not otherwise provided for in this Agreement, if any, shall be apportioned or allocated between Buyer and Seller in the manner customary in Carson City.

6. Conditions to Closing. The obligations of Seller and Buyer to complete the purchase and sale of the Property are subject to satisfaction (or waiver by the appropriate party) of the following conditions at or prior to Closing:

(a) Transfer and Possession. Seller shall deliver into Escrow an Executed and recordable Grant Deed in form sufficient to convey good and marketable title to the Property to Buyer, subject only to the matters described in the next following subsection. When all required funds and instruments have been deposited into Escrow by the appropriate parties, and when all other conditions to Closing have been fulfilled (or waived by the appropriate party), Escrowholder shall cause to be recorded such Grant Deed, whereupon Buyer shall be entitled to possession of the Property.

(b) Title. Escrowholder shall be prepared or committed to deliver to Buyer a CLTA policy of title insurance, dated as of the Closing, insuring Buyer in an amount equal to the Purchase Price, and showing title vested in Buyer subject only to:

(i) Non-delinquent real property taxes (including and non-delinquent

general and special bonds or assessments);

(ii) The printed exceptions contained in the foregoing title insurance policy;

(iii) All other matters approved in writing by Buyer; and

(iv) All matters shown on current preliminary title report, dated within thirty (30) days of the date of this Agreement, except only such matters as Buyer may have expressly disapproved by giving written notice to Seller through Escrow within five (5) business days after Buyer's acknowledged receipt of: (aa) such report and (bb) full copies of all instruments (other than tax bills) referred to therein. Buyer's failure to disapprove any such item by giving such notice to Escrowholder within the foregoing period shall constitute irrevocable approval of all such items.

(c) Buyer's Investigation. Refer to language in paragraph 2 above.

7. Title & Warranties. Seller hereby represents warrants and covenants as follows:

(a) Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) Seller has not received notice of any defaults under the First Note and/or First Deed of Trust.

(c) Prior to Close of Escrow, Seller shall manage and maintain the Property in accordance with its established practices.

(d) Except as disclosed by Seller prior to execution hereof, there are no management, employment, service, or maintenance contracts or other similar agreements which will affect Buyer or the Property subsequent to the Close of Escrow.

(e) Seller has no actual knowledge of any claim, litigation, proceeding or governmental investigation pending against or relating to the Property and Seller does not have any belief that there is basis for any such claim, litigation, and other proceeding or governmental investigation.

(f) Seller has no actual knowledge of any notice of violation of any applicable zoning regulation or ordinance or other law, order, ordinance, rule regulation, code, or requirement or of any covenant, condition, or restriction affecting or relating to the construction, use or occupancy of the Property.

(g) Seller has no actual knowledge that the subject Property does not conform to all applicable zoning regulations and ordinances affecting or relating to the construction, use or occupancy of the Property.

(h) Seller has no actual knowledge of any encroachments onto the Property of improvements located on any adjoining property, or of any improvements located on the Property encroaching onto adjoining property.

(i) Seller has no actual knowledge of any intended public improvements, which will result in any charge being levied or assessed against, or in the creation of any lien upon the Property.

(j) Seller has no actual knowledge of any pending or contemplated condemnation of the Property, or any part thereof.

(k) To the extent of Seller's actual knowledge, all utilities including, but not limited to, gas, electricity, water, sewage, and telephone are currently available to the Property. Seller makes no warranty or representation as to the future availability of such utilities services.

(l) Seller has no actual knowledge of any fact or condition which will result in the termination of the present access to or from the Property and any existing highways and roads.

(m) Seller has no actual knowledge of any attachments, executions, or assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against Seller.

(n) Seller has no actual knowledge of any order or directive of the applicable Department of Building Safety, Health Department, or any other City, County, State, or Federal authority that any work or repair maintenance or improvement be performed on the Property.

(o) If Seller or Buyer discovers any fact not now known to the Seller that would make any warranty or representation contained herein untrue, that party will immediately give notice to the other and the Buyer shall have as its sole remedy the right to terminate this Agreement.

(p) All of the documents, information, and records provided, shall to the best knowledge and belief of the Seller, contain true and accurate information except as otherwise disclosed to Buyer in writing.

(q) Certain principal(s) of both Buyer and Seller may possess Real Estate Broker's/Salesman's Licenses.

(r) To the best of Seller's knowledge the Property does not and has never contained any hazardous or toxic wastes, without limitation, under any applicable federal, state or local laws or regulations under state or local laws or regulations prior to

Buyer's possession June 4, 2010. The cost of any required toxic waste or hazardous material clean up shown to have existed prior to June 4, 2010 shall be paid by Seller prior to close of escrow.

(s) Buyer shall receive all mineral, gas and oil rights presently owned by Seller as part of the purchase of the property.

8. Assignability. Buyer shall have the right to assign his rights hereunder to one or more nominees, provided that any such nominees shall assume all of the obligations contained herein.

9. Time of Essence and Escrow Cancellation. Time is of the essence of every provision of this Agreement in which time is an element. If not executed, this Purchase Agreement will expire at 5:00 P.M., June 30, 2013.

(a) Seller's Failure. If Seller fails to deposit a recordable Grant Deed pursuant to Section 6(a) above, or Seller cannot by the Closing convey title to the Property subject only to the matters described in Section 6(b) above, then Buyer at his option may terminate this Agreement and the Escrow by giving written demand to Seller and Escrowholder within the applicable period or periods provided above. Thereupon:

(i) Escrowholder shall promptly return to Buyer the Deposits and Escrowholder shall return all other instruments to the parties who deposited the same;

(ii) All title and escrow cancellation charges shall be paid by Seller;

(iii) Each party shall be fully and completely excused and released from any further obligations hereunder or liability of any nature or amount whatsoever to the other party. If Buyer decides not to terminate this Agreement as provided above, then Buyer shall have any legal right to compel specific performance of Seller in accordance with the terms of this Agreement.

(b) Buyer's Failure. If Escrow does not close due to Buyer's default subsequent to compliance with 6(c) above, then Escrowholder is irrevocably instructed to deliver the deposits to seller as liquidated damages for Buyer's failure to complete the purchase, it being acknowledged by Buyer and Seller that the damages which seller would sustain would be impracticable or extremely difficult to fix or determine. Buyer and Seller agree that Seller's economic detriment resulting from the removal of the Property from the real estate market and other activities in furtherance of the agreement would be extremely difficult to ascertain. Accordingly, Buyer and Seller agree that the deposits required herein are a reasonable estimate of Seller's damages. Due to the special nature of negotiations which preceded acceptance by Seller of Buyer's offer to acquire the Property the parties acknowledge that the actual damages caused Seller by the failure to close escrow would be extremely difficult to establish. In addition buyer desires to have a limitation on his potential liability to Seller if this transaction fails to

close. Therefore, in order to induce Seller to waive all other remedies Seller may have in the event of breach by buyer of his obligations hereunder, Buyer and Seller have agreed to the concept of liquidated damages as set forth herein, with the amount and timing of the payment having been the subject of negotiation between the parties. In addition, Buyer shall pay all title and escrow cancellation charges. By placing their initials below, Buyer and Seller acknowledge that they have read, understood, and agreed to be bound by this liquidation damages provision.

EM
Seller's Initials

Buyer's Initials

10. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transaction contemplated under this Agreement.

11. Survivability. All covenants of Buyer and Seller which are expressly intended hereunder to be performed in whole or in part after the Closing, and all representations, warranties and indemnities by either party to the other, shall survive the Closing and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns. Any agreements, understandings, warranties or representations not expressly contained herein shall in no way bind either Seller or Buyer. Seller and Buyer each expressly waive any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement, if any, not contained in or attached to this Agreement.

12. Eminent Domain Proceedings. If at any time during the Escrow period the Property or any portion thereof is threatened with condemnation, or legal proceedings are commenced under the power of Eminent Domain or Force Majeure, Seller shall forthwith notify Buyer. Thereupon, if a substantial portion (i.e., at least ten percent) of the Property is so threatened, Buyer may terminate this Agreement and cancel Escrow by giving written notice to Escrowholder and the other party. If there be no such termination, then each of the parties shall cooperate with the other during the course of any such proceedings or threat thereof, and shall furnish to the other full copies of all pleadings, correspondence, documents, and other data concerning the same. Seller shall make all reasonable efforts to postpone any definitive proceedings, including, without limitation, a trial on the merits of the case, until after the Closing. Buyer at his expense shall be in control of any such condemnation proceedings or threat thereof during the Escrow period, but shall deal through Seller or consult with Seller prior to making any substantial negotiations or communications with public agencies or any substantial decisions affecting such proceedings or threat thereof. All court costs, appraisal fees and other expenses paid or incurred by Buyer in connection with such proceedings shall be credited to Buyer and Buyer shall be entitled to retain all

If to Buyer: Carson City Redevelopment Authority
C/O Bruce Robertson
Sperry Van Ness
311 N. Carson St.
Carson City, NV 89701

Any party may from time to time, by written notice to the other, designate a different address, which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

17. Gender and Number. In this Agreement (unless the context requires otherwise, the masculine, feminine and neither genders and the singular and the plural shall be deemed to include one another as appropriate.

18. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

19. Captions. The captions used herein are for convenience only and are not a part of this Agreement and to not in any way limit or amplify the terms and provisions hereof.

20. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of Nevada and shall be governed and construed under the laws of the State of Nevada.

21. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

22. Amendments. No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

23. Counterparts. This Agreement shall 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.

24. No Representation by Seller. As of Close of Escrow, Buyer acknowledges that he has inspected, or has had the opportunity to inspect the Property and observe its physical characteristics and conditions, and hereby waives any and all objections to the physical characteristics and conditions except as otherwise recited herein. Buyer acknowledges that neither Seller nor any of its employees, agents, or representatives has made any representations, warranties or covenants by or on behalf of Seller as to any matters concerning the Property, the present or future usage of the Property, or the suitability of the Property for Buyer's Intended use, except as contained in this Agreement.

25. Seller's Authority. Seller hereby represents and warrants to Buyer that Neither the execution or delivery of this Agreement, the incurrence of the obligations herein set forth, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, its partnership agreement or any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Seller is a party or by which Seller or any of Seller's properties may be bound. Seller further represents and warrants to Buyer that Seller is duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite powers and authorities to own its properties and the individuals executing this Agreement (and any documents in connection therewith) have been duly authorized by all requisite action.

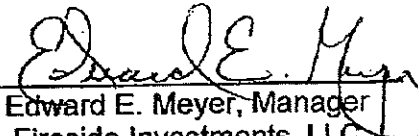
26. Buyer's Authority. Buyer hereby represents and warrants to Seller that neither the execution or delivery of this Agreement, the incurrence of the obligations herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of their terms, conditions, or provisions of, or constitute a default under, any agreement or any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Buyer is a party or by which Buyer or any of Buyer's properties may be bound. Buyer also represents and warrants to Seller that each of his nominees, partners or joint venturers has been duly organized and is validly existing and in good standing under the laws of the State of Nevada and the performance of this Agreement has been duly authorized by all requisite action and the individuals executing this Agreement or any other documents necessary to consummate this transaction on behalf of Buyer or his nominees and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement.

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

"Buyer

"Seller"

By: _____
Lawrence Werner, City Manager
City of Carson City, Nevada

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

Date: _____

Date: May 24, 10