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OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: JANUARY 13, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0110 PG- 2287 RPTT: 0.00



Name: MARK JACKSON, DISTRICT ATTORNEY

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INDEMNIFICATION GUARANTEE #2010.004

(Title of Document)

FILED

NO. 2010.004

2010 JAN 13 AM 9:09

INDEMNIFICATION GUARANTEE

This indemnification guarantee is made by James J. Peri, in his individual capacity, herein referred to as "Indemnitor," on the 7th day of January, 2010, in favor of The County of Douglas, a political subdivision of the State of Nevada, herein referred to as "Indemnitee," on the terms and conditions set forth herein.

TED THURAN CLERK
BY [Signature]

RECITALS

Whereas, Indemnitor and his cousin, David J. Peri, are the sole members and co-managers of Peri Enterprises, LLC; and

Whereas, Peri Enterprises, LLC, by and through Indemnitor, seeks to enter into a Development Agreement (Douglas County proposed ordinance 2009-1302) with Indemnitee and seeks Indemnitee approval of its Development Application DA09-037; and

Whereas David J. Peri has not joined Peri Enterprises, LLC's request to enter into said Development Agreement nor its Development Application DA09-037 ; and

Whereas, David J. Peri has initiated action to dissolve Peri Enterprises, LLC; and

Whereas Indemnitee is concerned that David J. Peri, may initiate legal proceedings or take other action adverse to Indemnitee should it consider and potentially or actually approve the Development Agreement and/or Development Application DA09-037 ; and

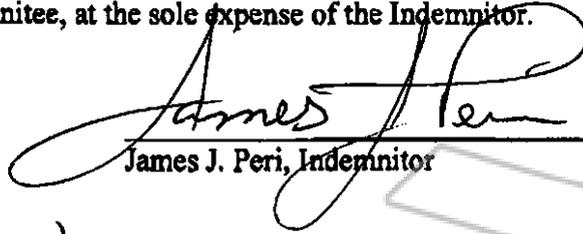
Whereas, Indemnitor is prepared to indemnify, defend and hold Indemnitee harmless from and against any such action which has been or may be brought against Indemnitee by David J. Peri as a result of Indemnitee's consideration and potential or actual approval of said Development Agreement and/or Development Application.

Now, therefore, in consideration of Indemnitee's agreement to consider and act in good faith upon said proposed Development Agreement and proposed Development Application DA09-037, Indemnitor hereby pledges and guarantees for Indemnitee's benefit as follows:

GUARANTEE

1. Indemnitor agrees to indemnify, defend and hold Indemnitee harmless from and against any and all liability, loss or damage that Indemnitee may suffer as a result of any actions, claims, demands, damages, losses, expenses, costs or judgments against Indemnitee arising out of Indemnitee's consideration and potential or actual adoption of the Development Agreement and/or Development Application DA09-037 which may be brought against Indemnitee by David J. Peri, in his individual capacity or on behalf of Peri Enterprises, LLC., provided that Indemnitee promptly notifies Indemnitor of any such claims or demands. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of Peri Enterprises, LLC or James J. Peri of indemnity which would otherwise exist as to the Indemnitee.

2. Indemnitor agrees to defend against any claims brought or actions filed against Indemnitee with respect to the subject of the indemnity contained in this guarantee, whether such claims or actions are rightfully or wrongfully brought or filed by David J. Peri. In the event a claim should be brought or an action filed with respect to the subject of indemnity in this agreement, Indemnitor agrees that Indemnitee may employ attorneys of its own selection to appear and defend the claim or action on behalf of Indemnitee, at the sole expense of the Indemnitor.


James J. Peri, Indemnitor

State of)
)ss:
COUNTY of)

This instrument was acknowledged before me on this ___ day of _____, 200___, by James J. Peri.

See Attached

Notary Public



WITNESSED:

Teri Morrison
Teri Morrison, witness

Dated 1-7-10

State of Nevada)
) ss.
County of Washoe)

Personally appeared before me on the 7th day of January, 2010, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, TERI MORRISON, known to me to be the same person whose name is subscribed to the attached instrument as a witness to the signature of JAMES J. PERI and upon oath did depose that she was present and saw him affix his signature to the attached instrument and thereupon he acknowledged to her that he executed the same freely and voluntarily and for the uses and purposes therein mentioned, and that as such witness thereupon subscribed her name to said instrument as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Washoe, State of Nevada, the day and year in this certificate first above written.

Mary L Williams
NOTARY PUBLIC



CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Jan 13, 2010
T. [Signature] Clerk of the *10th* Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By *Bob [Signature]* Deputy

