

EXHIBIT C

PURCHASE AND SALE AGREEMENT

Between

COUTURE HOTEL CORPORATION

(As Seller)

and

ARMED FORCES BANK, N.A.

(As Purchaser)

Dated: _____, 2015

Relating to:

**Sale and Acquisition of Certain Improved Properties
located at 5300 East Craig Road, in Las Vegas, Clark County,
State of Nevada, commonly known as the**

**Value Place Extended Stay Motel and
Howard Johnson Hotel**

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2015 (“Effective Date”), by and between Seller and Purchaser listed below, and constitutes a contract of purchase and sale between the parties.

BASIC TERMS

The following Basic Terms shall apply to this Agreement:

1. Seller: COUTURE HOTEL CORPORATION, also known as Hugh Black-St. Mary Enterprises, Inc., a Montana corporation (“Seller”)
2. Purchaser: ARMED FORCES BANK, N.A., a national banking association (“Purchaser”)
3. Property: The certain tract or parcel of land lying and being situated in Las Vegas, Clark County, State of Nevada, at the following address 5300 East Craig Road, Las Vegas, Nevada 89115 consisting of the Property, including the Land, Hotels, Improvements and Personal Property, more specifically described in Section 1.2 of this Agreement
4. Purchase Price: The amount specified in Section 1.3 of this Agreement.
5. Deposit: N/A
6. Due Diligence Period: None
7. Closing Date: On or before, March 1, 2015, at 10:00 a.m. (Central), time being of the essence
8. Escrow Agent: First American Title Insurance Co. (“Escrow Agent”)
9. Title Company: First American Title Insurance Co. (“Title Company”)
10. Addresses for Notices: The addresses listed in Section 11.12 of this Agreement

ARTICLE I
AGREEMENT OF PURCHASE AND SALE

1.1 Agreement to Sell and Purchase. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and upon and subject to the terms and conditions hereinafter set forth, the Property described in Section 1.2 of this Agreement.

1.2 Property. The Property being sold pursuant to this Agreement shall include (hereinafter referred to collectively as the "Property"):

- (a) That certain tract or parcel of land (the "Land") lying and being situated in Las Vegas, Clark County, State of Nevada, at the following address 5300 East Craig Road, in Las Vegas, Nevada 89115 and being more particularly described on **Exhibit A**, attached hereto;
- (b) The hotels, parking lot and related facilities situated on the Land and known as the "Value Place Extended Stay Motel" and "Howard Johnson Hotel" and all other improvements situated on the Land (the "Improvements");
- (c) All of the rights and appurtenances pertaining to the Land and the Improvements, including all right, title and interest of Seller in and to adjacent streets, alleys, easements and rights-of-way;
- (d) All of the furniture, furnishings, fixtures, appliances, equipment, machinery, names and other items of tangible and intangible personal property situated upon or used in connection with the Land and the Improvements (the "Personal Property"), including (but not limited to) all equipment utilized or required for the operation of the Land and Improvements, kitchens, laundries, dry cleaning facilities, bars and restaurants, all security systems and apparatus, all special lighting and other equipment, signs, carpets, drapes, televisions, radios, intercoms, telephones, office equipment and machinery, and Seller's supplies and inventories of all items utilized or required for the operation of the Property, such as cleaning supplies, office supplies, linen, china, glassware, silver, paper goods, liquor, wine, beer, beverages, food, uniforms and similar items;
- (e) All site and as-built plans, surveys, soil and substrata studies, architectural renderings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans, diagrams or studies of any kind, if any, now or hereafter in the possession of Seller which relate to the Land, the Improvements or the Personal Property;
- (g) All hotel operating manuals, guest lists, advance rental deposits made by guests, reservation records, marketing brochures, market studies, tenant or guest data sheets and other books, records and materials of any kind now or hereafter in the

possession of Seller required in connection with the continuing ownership, operation and management of the Improvements;

- (h) All petty cash funds, funds on deposit in operating accounts, operating reserve accounts and capital reserve accounts owned by Seller with regard to the Property; and
- (i) All other rights, privileges and appurtenances owned by Seller and in any way related to the properties described above, and such other rights, interests and properties as may be specified in this Agreement to be sold, transferred, assigned or conveyed by Seller to Purchaser.

1.3 Purchase Price. The Purchase Price for the Property shall be the amount approved by the United States Bankruptcy Court for the Northern District of Texas (the "Court") in accordance with and consistent with the Order Granting Debtor's Motion Pursuant to Sections 105(a) and 363 of the Bankruptcy Code for (i) Approval of Bid Procedures for the Sale of the Debtor's Hotels Located in Las Vegas, Nevada, (ii) Authorizing Use of Asset Purchase Agreement as a Stalking Horse Agreement with Armed Forces Bank, N.A. in Connection Therewith, and (iii) the Setting of Related Auction and Hearing Dates (the "Bid Procedures Order") at the hearing to approve the sale proposed by the Seller in its Sale Motion in the Bankruptcy Case. .

1.4 Payment of the Purchase Price. The Purchase Price shall be paid in accordance with the provisions set forth below:

1.4.1 Credit Bid. The Purchaser shall have the right, pursuant to 11 U.S.C. § 363(k), to offset against the Purchase Price an amount equal to \$6,767,417.91 (the "Credit Bid"), if such sale shall be commenced on or before March 1, 2015.

ARTICLE II DUE DILIGENCE AND TITLE COMMITMENT

2.1 No Due Diligence Period. Seller and Purchaser both acknowledge that Purchaser is intimately aware of the Property, the operations related to the Property and any and all documents related to the Property's maintenance and operation, and that this Agreement is not subject to any further due diligence by Purchaser.

2.2 Intentionally Omitted.

2.3 No Exceptions. The Property is being sold "as is, where is" and Seller is giving no warranties or representations of any kind, express or implied, unless expressly set forth herein.

ARTICLE III
CONDITIONS PRECEDENT TO THE CLOSE OF ESCROW

3.1 Conditions to Purchaser's Obligations. The following shall constitute conditions precedent to the Close of Escrow for the Property for the benefit of Purchaser, which conditions may be waived by Purchaser:

- (a) Higher and Better Bid. If other qualified bids, as defined by order of the Court in the Bankruptcy Case, are received for the Property, and at least one bid is determined to be the highest and best bid for the Property following an auction of the Property, then the terms of this Agreement shall constitute a back-up bid and shall close in the event such other bid does not timely close (in which event this Agreement shall apply to sale of the Property to Purchaser as if such other bid had not been made).
- (b) Bankruptcy Court Approval. Entry of an order by the Court in the Bankruptcy Case approving the sale of the Property free and clear of all liens, claims, and interests other than (i) any ad valorem taxes and assessments of any kind, together with any tax, mechanic, materialman liens or other encumbrances, related to the Property which are entitled to priority over Purchaser's liens pursuant to applicable law and (ii) the exceptions listed on Schedule C to the Title Commitment.

3.2 Failure of Conditions Precedent in Favor of Purchaser. In the event that any of the foregoing conditions are neither satisfied nor waived by Purchaser as of the Closing Date, Purchaser may terminate this Agreement by giving a written notice of termination to Seller. Seller's inability to satisfy any of the foregoing conditions as specified by the Closing Date shall not be considered a breach of this Agreement, and Purchaser shall not, under any circumstances, be entitled to any other reimbursements or compensation from Seller; provided, however, that nothing herein shall act to modify any rights Purchaser may have under any orders of the Court to proceed with a trustee's sale under any valid and properly perfected deed of trust in favor of Purchaser. Upon the Close of Escrow, the foregoing conditions precedent shall be deemed satisfied or waived. Seller acknowledges that, at Purchaser's discretion, Purchaser's liens shall not be released if Purchaser is the successful bidder and Seller transfers the Property to Purchaser or its assignee; but, instead, no merger of title shall occur and Purchaser shall remain entitled to conduct a trustee's sale on the Property.

ARTICLE IV
COVENANTS AND AGREEMENTS

4.1 No Concern. Except for the obligations under Section 4.2, Escrow Agent shall have no concern with, and liability or responsibility for, this Article.

4.2 Additional Escrow Instructions. Purchaser and Seller agree that they will execute any additional escrow instructions not inconsistent with the terms of this Agreement within 5 days of receipt as shall be reasonably required by Escrow Agent.

4.3 Franchise Agreements. Purchaser and Seller acknowledge and agree that the Howard Johnson Hotel operated on the Property is the subject of franchise agreements with Howard Johnson International, Inc. (“HoJo Franchise Agreement”). Purchase and Seller also acknowledge and agree that the Extended Stay Motel being operated on the Property is currently being operated by a Nevada State Court Receiver that has temporary consent from Value Place Franchise Services LLC (“Value Place”), to use the Value Place name and reservation system. Purchaser acknowledges that nothing in this Agreement authorizes it to use the Value Place name and reservation system, and that any future use of the Value Place Name for the Extended Stay Motel shall be the subject of a separate agreement with Value Place, or such other applicable entity. Seller shall make a reasonable efforts to assume and assign the HoJo Franchise Agreement at Closing and shall make a reasonable effort, including, if approved by the Court, curing any monetary defaults, necessary to do so. Purchaser hereby agrees to continue to operate the Howard Johnson Hotel under the HoJo Franchise Agreement and to fulfill all such obligations and duties under such HoJo Franchise Agreement which have arisen from and after the appointment of the Nevada State Court Receiver. Any damages arising from the HoJo Franchise Agreement from or after that date are solely the responsibility of Purchaser.

ARTICLE V

REPRESENTATIONS AND WARRANTIES AND AS-IS PURCHASE

5.1 Survival of Disclaimers and Indemnity. The provisions of this Article 5 shall survive Close of Escrow of any termination of this Agreement.

5.2 Purchaser’s Independent Investigation Regarding Property. Purchaser acknowledges that it has made its own independent investigations as deemed necessary or appropriate concerning the ownership, use, condition, development or suitability of the Property, the conditions of the Property, the status of the land use approvals for the Property, any income to be derived from the Property, the eligibility of the Property for use as collateral, the location of the Property within any natural hazard areas, the economic value of the Property, the adequacy of access to the Property, water, sewage and utilities servicing the Property, surround land uses and/or the necessity or existence of any fees, dedications, charges or costs or future regulations related to the Property (collective “Property Conditions”).

5.3 Hazardous Materials. Certain state and federal laws require sellers of certain real estate to disclose the existence of Hazardous Materials located on or beneath the Property being transferred. As used herein, “Hazardous Materials” means any substance material or waste which is or becomes subject to regulation by any local or regional governmental authority, the State of Texas, or the United States Government under any federal, state or local statute, regulation or ordinance. Purchaser acknowledges that it has made its own independent review of the Property and is intimately aware of the Property. Purchaser expressly waives any requirement from Seller to make any such disclosures related to Hazardous Materials. Seller stipulates that Purchaser is neither assuming nor indemnifying Seller from any liability to third parties arising from ownership of the Property prior to the appointment of the Nevada State Court Receiver.

5.4 “AS-IS” Purchase. PURCHASER IS RELYING SOLELY UPON ITS OWN INSPECTION, INVESTIGATION, KNOWLEDGE AND ANALYSES IN ENTERING INTO THIS AGREEMENT, AND IS NOT RELYING IN ANY WAY UPON ANY REPRESENTATIONS, STATEMENTS, AGREEMENTS, WARRANTIES, STUDIES, REPORTS, DESCRIPTIONS, GUIDELINES OR OTHER INFORMATION REGARDING THE PROPERTY CONDITIONS OR ANY OTHER MATTER OR MATERIAL FURNISHED BY SELLER OR ANY SELLER PARTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER AND PURCHASER WILL ACQUIRE THE PROPERTY, IF AT ALL, “AS-IS”, IN ITS CONDITION AS OF THE CLOSE OF ESCROW, WITHOUT REPRESENTATION BY SELLER OR ANY SELLER PARTIES AS TO ANY MATTER. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, ANY GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR ANY PARTY REPRESENTING OR PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

5.5 RELEASE BY PURCHASER. PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND SELLER PARTIES FROM ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, LIENS, DEMANDS, LIABILITIES, DAMAGES, COSTS, PENALTIES, FORFEITURES, LOSSES AND EXPENSES (“CLAIMS”), INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES AND COSTS AND THE COSTS AND EXPENSES OF ENFORCING ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION UNDER THIS AGREEMENT OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FIXED OF CONTINGENT, WHICH PURCHASER HERETOFORE, NOW, OR HEREAFTER HAS, OWNS, HOLDS OF CLAIMS TO HAVE, OWN OR HOLD AGAINST SELLER AND SELLER PARTIES, INCLUDING WITHOUT LIMITATION THE PROPERTY CONDITIONS AND THE PHYSICAL CONDITION OF THE OVERALL PROPERTY.

Purchaser agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, whether known or unknown, suspected or not suspected.

5.6 Purchaser’s Authority. This Agreement and all additional documents delivered in connection with this Agreement have been or will be duly and validly executed and delivered to Seller and constitute the legal, valid and binding obligations of Purchaser, or any successor of Purchaser.

5.7 Seller’s Authority. Seller warrants and represents that it is duly organized and is a validly existing corporation formed under the laws of the State of Montana, duly qualified to transact business in the State of Nevada. The entry by Seller into the transaction contemplated by this Agreement and the performance by Seller of all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of any partnership agreement of Seller. This Agreement and all additional documents delivered in connection with this Agreement have been duly and

validly executed and delivered to Purchaser and constitute the legal, valid and binding obligations of Seller.

ARTICLE VI
CLOSING, PRORATION, FEES AND COSTS

6.1 The Closing Date. The Close of Escrow shall occur on the Closing Date, unless both parties mutually agree to a later Closing Date, which will be evidenced by a written amendment to this Agreement. Notwithstanding anything herein to the contrary, the Closing Date shall not be later than March 1, 2015. The Closing shall take place in the offices of Pronske Goolsby & Kathman, P.C., 2200 Ross Ave., Ste. 5350, Dallas, Texas 75201 at 10:00 a.m. on the Closing Date.

6.2 Deliveries to Escrow Agent.

6.2.1 Purchaser's Deliveries. Unless an earlier date for delivery is required under the terms of this Agreement, Purchaser shall, by 10:00 a.m. CST on the Closing Date deliver to Escrow Agent each of the following items:

- (a) Purchase Price. An agreement acknowledging and stipulating that Seller is utilizing the entire Credit Bid as consideration for the Purchase Price.
- (b) Authorization Documents. Instruments acceptable to the Title Company reflecting the proper power, good standing and authorization for the transaction by Seller and Purchaser; and
- (c) Documents. Counterparts of any other documents required to be executed under the terms of this Agreement.

6.2.2 Seller's Deliveries. Unless an earlier date for delivery is required under the terms of this Agreement, Seller shall, prior to the Closing Date, deliver to Escrow Agent each of the following items:

- (a) Deed. A general warranty deed (the "Deed"), executed by Seller, conveying the Land, Improvements and other real property described in Section 1.2 to Purchaser subject to the Permitted Exceptions.
- (b) Bill of Sale. A bill of sale (the "Bill of Sale"), executed by Seller, assigning the Personal Property, service contracts, operating permits, warranties, guaranties received from supplies and contractors (insofar as they are assignable) and other personal property described in Section 1.2 to Purchaser.

(c) Certificate of Non-foreign Status. A certificate of nonforeign status (the “Certificate of Nonforeign Status”), executed by Seller, in the form of the Certificate of Nonforeign Status attached hereto as Exhibit C.

(d) Documents. Counterparts of any other documents required to be executed under the terms of this Agreement.

6.3 Dating Documents. Escrow Agent shall date any undated documents deposited into Escrow under Sections 6.2.1 as of the date of the Close of Escrow.

6.4 Close of Escrow. As used herein, “Close of Escrow” means the consummation of the purchase of the Property by Purchaser from Seller and the recordation of Seller’s Deed in the appropriate real property records for the State of Nevada. Provided that Escrow Agent shall not have received written notice of the termination of the Escrow and this Agreement, Escrow Agent shall close the Escrow on the Closing Date by (a) filing for record the Deed and such other documents as may be necessary to transfer the Property to Purchaser, and (b) delivering funds and documents as set forth in Article VII, WHEN AND ONLY WHEN each of the conditions set forth below has been satisfied.

6.4.1 Funds and Instruments. All funds and instruments required pursuant to Section 6.2 have been delivered to Escrow Agent.

6.4.2 Satisfaction of Conditions Precedent. Each of the conditions precedent set forth in Article III has been, or upon such Close of Escrow shall be, satisfied as provided in Article III.

6.5 Recordation. Escrow Agent shall record the Deed and, any other documents which the parties may direct to be recorded in the appropriate office of Clark County, Nevada or such other governmental agencies as designated by the parties.

6.6 Earlier Closing. If all of the conditions set forth in Sections 6.2 become satisfied at a date earlier than the Closing Date, Escrow Agent shall close the Escrow as such earlier date provided Escrow Agent obtains the consent of Purchaser and Seller to do so.

6.7 Closing Costs. All Closing Costs shall be paid by Purchaser.

6.8 Intentionally Omitted.

6.9 Closing Statement. Within two (2) business days prior to the Close of Escrow, Escrow Agent shall deliver to each of the parties a closing statement setting forth, among other things, the closing costs related to the sale or Property.

6.10 Survival. The provisions of Section 6.7, 6.8, 6.9 and 6.10 shall survive the Close of Escrow.

ARTICLE VII
DISTRIBUTION OF FUNDS AND DOCUMENTS

7.1 Intentionally Omitted.

7.2 Recorded Documents. Escrow Agent shall cause the County Recorder of Clark County, Nevada, or such other governmental entity responsible for recording the General Warranty Deed, to mail Seller's Deed (and each other document which is herein expressed to be, or by general usage is, recorded) after recordation, to the grantee, beneficiary or person (a) acquiring rights under said document or (b) for whose benefit said document as recorded.

7.3 Other Documents. No later than two (2) Business days after Close of Escrow, Escrow Agent shall combine any original counterparts of a document into fully executed originals and deliver (a) to Purchaser, the original Certificate of Non-Foreign Status and (b) to Seller's and Purchaser's counsel (if present), original (or if applicable copies) of and any other non-recorded document, deposited into Escrow at any time during the Escrow and conformed copies of all recorded documents.

ARTICLE VIII
ASSIGNABILITY

8.1 Assignment by Purchaser. Purchaser may not, voluntarily or by operation of law, assign or otherwise transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of Seller other than to Nevada New River Return, LLC, which consent may be withheld by Seller in its sole and absolute discretion, provided, however, Purchaser may assign its rights or obligations under this Agreement to any entity in which Purchaser controls or holds at least a fifty percent interest. Any assignee shall assume in writing all obligations imposed on Purchaser as if the assignee were the original purchaser named in this Agreement; provided that no such assignment shall release Purchaser from liability hereunder unless expressly so agreed in writing by Seller. Purchaser agrees to provide Seller with a copy of the fully executed assignment between Purchaser and any assignee.

8.2 Assignment of Seller. Seller may not assign or otherwise transfer its rights and obligations under this Agreement.

ARTICLE IX
BREACH; REMEDIES

9.1 Default by Purchaser. Purchaser shall be in default under this Agreement if (a) Purchaser fails to pay or deposit any monies due or deposit any documents required to be delivered under this Agreement by the stated due date or fails to close Escrow as and when required under this Agreement; and/or (b) Purchaser fails to perform any of Purchaser's other non-monetary obligations under this Agreement and such failure continues for forty-eight (48) hours after written notice from Seller of such default ("Purchaser Default"). In such case, Seller

may, as its sole and exclusive remedy for such breach, terminate this Agreement by written notice to Purchaser and the Title Company.

9.2 Default by Seller. In the event Seller shall default in its obligation under this Agreement, Purchaser may either (a) enforce specific performance of this Agreement, and in any such action Purchaser shall have the right to recover damages for any delay in acquiring title to the Property, or (b) terminate this Agreement by written notice to Seller and the Title Company.

ARTICLE X

DAMAGE OR CONDEMNATION PRIOR TO THE CLOSING

10.1 Damage or Destruction. If, prior to the Close of Escrow, the Property or any portion thereof is damaged or destroyed in any respect by fire, casualty or the elements, Seller shall not have the option to repair such damaged or destroyed portions of the Property without the prior written consent to Purchaser. Instead, the proceeds of insurance shall be paid to Purchaser. Should Purchaser consent, the Closing Date shall be extended accordingly.

10.2 Condemnation. If, prior to the Closing Date, all or any portion of the Property is taken by, or made subject to, condemnation, eminent domain or other governmental acquisition proceedings, then Purchaser, at its sole option, may elect either: (a) to terminate this Agreement by written notice to Seller given at or prior to the Closing, whereupon neither party hereto shall have any further rights against, or obligations to, the other under this Agreement; or (b) to agree to close and deduct from the Purchase Price an amount equal to any sum paid to Seller for such governmental acquisition, in which event Seller shall assign, transfer and set over to Purchaser all of Seller's right, title and interest in and to any awards which may in the future be made on account of such governmental acquisition.

ARTICLE XI

GENERAL PROVISIONS

11.1 Construction of Agreement. The agreement contained herein shall not be construed in favor or against either party, but shall be construed as if both parties prepared this Agreement.

11.2 Headings. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.

11.3 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

11.4 Time of the Essence. Time is of the essence of each and every provision of this Agreement and Seller and Purchaser, by execution of this Agreement, specifically acknowledge the importance of observing each and every time period in this Agreement.

11.5 Successors and Assigns. Subject to the restrictions and prohibitions on assignment set forth in Article VIII, each and all of the covenants and conditions of this Agreement shall, subject to the restrictions on transfers herein provided, inure to the benefit of and shall be binding upon the successors in interests of Seller, and, the successors, heirs, representatives and assigns of Purchaser. As used in the foregoing, “successors” shall refer both to the parties’ interest in the Property and to the interests in the Property of all successors to all or substantially all of their assets and to their successors by merger or consolidation.

11.6 Remedies Cumulative. Except as provided in Article IX, all rights, options and remedies of Seller and Purchaser contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Seller and Purchaser shall have the right to pursue any one or all of its legal or equitable remedies.

11.7 Waiver. No waiver by Seller or Purchaser of a breach of any of the terms, covenants or conditions of this Agreement by Seller or Purchaser shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Seller or Purchaser to or of any act by the other party requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent similar acts.

11.8 Attorney’s Fees. In the event of any litigation or judicial action in connection with this Agreement or the enforcement thereof or the enforcement of any indemnity obligation hereunder, the prevailing party in any such litigation or judicial action shall be entitled to recover all costs and expenses of any such judicial action or litigation (including, but not limited to, reasonable attorneys’ fees, costs, expenditures and fees) from the other party.

11.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

11.10 Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

11.11 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

11.12 Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by regular mail, certified

or registered mail, facsimile transmission over the telephone, and delivery by courier or by other means. If given by certified or registered mail, the notice shall be deemed to have been given and received 24 hours after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by certified or registered mail, the notice shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses or, if given by facsimile transmission over the telephone, at the following FAX numbers:

If to Seller, to: Couture Hotel Corporation
2645 LBJ Freeway
Dallas, Texas 75234

Attn: John Blomfield
FAX: _____

With a copy to: Pronske Goolsby & Kathman, P.C.
2200 Ross Avenue, Suite 5350
Dallas, Texas 75201

Attn: Jason P. Kathman
FAX: 214.658.6509

If to Purchaser, to: Armed Forces Bank, N.A.
1111 Main
Kansas City, MO 64105

Attn: James Griffith
Senior Vice President
FAX: _____

With a copy to: Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106

Attn: Mark S. Carder
Fax: 816.412.1055

Any party hereto may, at any time by giving 15 days written notice to the other party hereto, designate any other address or FAX number in substitution of the foregoing address to which such notice shall be given.

11.13 No Partnership or Joint Venture. Seller and Purchaser shall not, but virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venture. In addition, by virtue of this Agreement,

there shall not be deemed to have occurred a merger or any joint enterprise between Purchaser and Seller.

11.14 Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

11.15 Joint and Several Liability. If Purchaser consists of more than one person or entity, the liability of each such person signing this Agreement shall be joint and several.

11.16 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

11.17 Limitation on Damages. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Seller or Purchaser be liable for any consequential, special or punitive damages. This limitation shall survive the Close of Escrow.

11.18 Advice of Counsel. Purchaser and Seller each acknowledge that it carefully read and understands each and every provision of this Agreement. By execution of this Agreement, Purchaser and Seller each acknowledge its informed and voluntary consent hereto, and agree that provisions of this Agreement are commercially reasonable and effectuate the intent of the parties with respect to the Property, and each party acknowledges that it has had sufficient opportunity to consult with any attorney or counsel with respect to this Agreement.

11.19 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

11.20 Survival of Provisions. The covenants, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Deed.

[Signatures follow on separate page(s).]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement on the dates indicated below. For the purposes hereof, “the date of this Agreement” or “the date hereof” shall be the date on which both Seller and Purchaser have executed this Agreement.

SELLER:

COUTURE HOTEL CORPORATION also known
as Hugh Black-St. Mary Enterprises, Inc.

By: _____

Name: John Blomfield

Title: Secretary

Date of Execution: _____

PURCHASER:

ARMED FORCES BANK, N.A.

By: _____

Name: _____

Title: _____

Date of Execution: _____

EXHIBIT A

THE LAND

**LOT 1 OF THAT FINAL MAP KNOWN AS VALUE PLACE AT CRAIG ROAD
RECORDED OCTOBER 18, 2007 IN BOOK 138, PAGE 45 OF PLATS IN THE
COUNTY RECORDER, CLARK COUNTY, NEVADA**

EXHIBIT B

SURVEYOR’S CERTIFICATE

This survey is made for the benefit of

The undersigned hereby certifies to the aforesaid parties, as of the date set forth below, that:

(a) this survey (i) was made on the ground as per the field notes shown hereon and correctly shows the boundary lines and dimensions and area of the land indicated here (the “land”) on and each individual parcel thereof indicated hereon, (ii) correctly shows the location of all buildings, structures and other improvements and matters situated on the land, (iii) correctly shows the distance to the nearest intersecting street and the point of reference from which the land and each individual parcel thereof indicated hereon is measured in the record description, and all streets and roads providing access to the land and the width thereof, and (iv) correctly shows the location and dimensions of all alleys, streets, roads, rights-of-way, easements and other matters of record affecting the said premises of which the undersigned has been advised, whether or not visible, according to the legal description in such rights-of-way, easements and other matters (with instrument, volume and page numbers as indicated), and (v) correctly shows all portions of the land which are located in (x) an area having special flood hazards as identified on the current Federal Hazard Boundary Map or Flood Insurance Rate Map published by the Director of the Federal Emergency Management Agency on file in the City of Houston, Texas, and dated _____, 20____, or (y) the 100-year floodplain; and

(b) except as shown, there are no visible easements or rights-of-way across said premises or any other easements or rights-of-way of which the undersigned has been advised, no party walls or conflicts, no encroachments on adjoining premises, streets or alleys by any of said buildings, structures or other improvements, and no encroachments on the land by buildings, structures or other improvements situated on adjoining premises; and

(c) the land contains _____ gross acres (_____ square feet) of land, of which _____ acres (_____ square feet) are located within the areas covered by the matters referred to in clauses (a)(iv) and (a)(v) above, leaving a total of _____ net acres (_____ square feet); and

(d) all streets and roads providing access to the land are paved and completed, and the land does not serve any adjoining premises for drainage, ingress or egress.

(Name of Surveyor)

(Seal)

By: _____
Surveyor Registration No. _____
Date: _____

EXHIBIT C

CERTIFICATE OF NONFOREIGN STATUS (ENTITY)

Section 1445 of the Internal Revenue Code provides that a transferee (Purchaser) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the transferee (Purchaser) that withholding of tax is not required upon the disposition of a U.S. real property interest by Couture Hotel Corporation (“Transferor”), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Transferor’s U.S. employer identification number is 81-0250254; and
3. The Transferor’s office address is:

2645 LBJ Freeway
Dallas, Texas 75234

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Couture Hotel Corporation

By: _____
Name: John Blomfield
Title: Secretary

Date: _____