



# TEMPORARY SIGN PERMIT

TSP-46723

**Description of Sign(s):** TSP-46723 - Temporary Sign Permit for one (1) 30-inch by 47'-4" wall sign (painted at the top of the front elevation), one (1) 24" by 32-foot banner (located directly below the wall sign), one (1) 36-inch by 48-inch Farmers Insurance logo sign, one (1) 30-inch by 12-foot wall sign (located on the north side of the building), and six (6) 8-foot by 30-inch flags displayed facing West Charleston Boulevard in the dirt area next to the pylon sign at the entrance to the shopping center at 5241 West Charleston Boulevard from 09/04/12 through 01/04/13.

**Applicant:** Br Signs  
5239 W Charelston Blvd  
Las Vegas, NV 89146  
(702)822-2700 x

**Parcel(s):** 163-01-501-007

**Ward(s):** WARD 1 (LOIS TARKANIAN)

**Type of Signs:**

- Pennants
- Balloons
- Streamers
- Searchlights
- Portable
- Other

**THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE**

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**THIS PERMIT IS APPROVED PURSUANT TO TITLE 19.14.090A OF THE LAS VEGAS MUNICIPAL CODE, SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) THE TEMPORARY SIGN PERMIT SHALL BE VALID FOR 123 DAYS FROM SEPTEMBER 4, 2012 TO JANUARY 4, 2013.
- 2) ALL TEMPORARY SIGNS SHALL BE SET BACK FROM ANY STREET INTERSECTION OR DRIVEWAY OR OTHERWISE LOCATED IN ORDER TO NOT CREATE A SIGHT RESTRICTION.
- 3) ALL TEMPORARY SIGNAGE SHALL BE SO LOCATED AS TO NOT CREATE A NUISANCE TO NEARBY PROPERTIES AS A RESULT OF FACTORS SUCH AS EXCESSIVE ILLUMINATION, GLARE, OR NOISE.
- 4) ALL TEMPORARY SIGNAGE SHALL CONFORM TO THE SUBMITTED SITE PLAN.
- 5) THE APPLICANT SHALL DISPLAY A COPY OF THIS TEMPORARY SIGN PERMIT DURING NORMAL BUSINESS HOURS.
- 6) ALL TEMPORARY IMPROVEMENTS MADE TO THIS SITE AND THE ABUTTING STREETS SHALL BE REMOVED UPON EXPIRATION OF THE PERMIT.
- 7) ALL APPLICABLE CITY CODE REQUIREMENTS SHALL BE SATISFIED.
- 8) THE APPLICANT SHALL BE RESPONSIBLE FOR LEAVING THE SITE FREE OF DEBRIS, LITTER, OR ANY OTHER EVIDENCE OF THE SIGNAGE UPON EXPIRATION OF THE PERMIT.
- 9) NO SIGNS SHALL BE LOCATED IN THE PUBLIC RIGHT-OF-WAY.

**PLEASE NOTE:**

On August 15, 2012, the City Council approved an Ordinance which extends on a temporary basis the display periods for temporary special event signs. Under this Ordinance, temporary special event signs approved between August 16, 2012 and June 30, 2014 may be displayed by the same business license holder on the same lot up to eight times in any one calendar year. The aggregate time of display of such signs shall not exceed one hundred eighty days in any one calendar year.

Unless otherwise extended or modified by ordinance, the display period of temporary special event signs approved on or after July 1, 2014 shall be subject to the applicable calendar-year limitations that would be in effect independent of this Ordinance.

**THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE**



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Temporary Sign Permit
Project Address (Location) 5241 W. Charleston Blvd, Las Vegas, NV 89146
Project Name Proposed Use
Assessor's Parcel #(s) 163-01-501-007 Ward #
General Plan: existing proposed Zoning: existing proposed
Commercial Square Footage Floor Area Ratio
Gross Acres Lots/Units Density
Additional Information

PROPERTY OWNER Wilshire Plaza LLC Contact Lisa DeSantiago
Address 2711 E. Sahara Ave. Phone: Fax:
City Las Vegas State NV Zip 89104
E-mail Address

APPLICANT B R Signs Contact Luis Cajueiro
Address 5241 W. Charleston Blvd Phone: 702/822-2700 Fax: 702/507-2324
City Las Vegas State NV Zip 89146
E-mail Address info@brsigns.com

REPRESENTATIVE Same Contact
Address Phone: Fax:
City State Zip
E-mail Address

Property Owner Signature\* [Signature]
Print Name Luis A. CAJUEIRO

Subscribed and sworn before me
This 04 day of September, 2012.
[Signature]

Notary Public in and for said County and State of Nevada
County of Clark
S. JOHNSON
My Appointment Expires September 25, 2012
No: 09-9278-1

FOR DEPARTMENT USE ONLY
Case # TSP-46723
Meeting Date: /
Total Fee: 100.00
Date Received: \* 9/4/12
Received By: [Signature]

\*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
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# COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is entered into this January 20, 2012 between BRAZILIAN SIGNS LLC & JOHNSON INS AGENCY LLC, LLC ("Tenant") and WILSHIRE PLAZA LLC, 2711 E. Sahara Ave. Las Vegas, NV 89104 ("Landlord").

1. **Premises:** Landlord rents to Tenant, and Tenant rents from Landlord the building ("Building") and property at 5239 W. Charleston Blvd. Ste. 13 Las Vegas, NV 89146 (the "Premises"), of which Landlord is the owner, subject to the terms and conditions in this Agreement. The Premises comprises of approximately 1,300 sq. ft. building.

2. **Term:** The term of this Lease shall be for three (3) years ("Term") with a 3% annual increase. The Lease shall begin on March 01, 2012 ("Commencement Date") unless sooner terminated as herein set forth or unless extended in accordance with the provisions hereof. Possession shall be given at the Commencement Date. Tenant will receive the first 2 months free of rent. The 1<sup>st</sup> rental payment will be due on May 01, 2012.

3. **Options:** Tenant shall re-negotiate the terms for a new contract at the end of the original term. Tenant shall exercise its right by written notice to Landlord delivered on or before 90 days prior to the expiration of the original Term.

4. **Monthly Rent:** Payment of Monthly Rent shall commence thirty (30) days following (Lease Commencement). Tenant will pay to Landlord, as fixed minimum rent, the sum of \$1,651.00 (\$1,300.00 plus \$351.00 for CAMS), on the first day of each month. Rental payments made by Tenant to Landlord may be made by check or draft; provided however, that should Tenant, within any (12) month period, tender to Landlord three payments which are dishonored upon presentation for payment by Landlord, then Landlord shall have the right to require any past due sum, as well as all future sum due under the Lease to be paid either in cash, by cashier's check or money order. The twelve (12) month period referred to herein shall commence upon presentation for payment by Landlord, then Landlord shall have the right to require any past due sum as well as all future sums due under the Lease to be paid either in cash, by cashier's check or money order. The twelve (12) month period referred to herein shall commence upon presentation for payment of the first such check or draft. Tenant hereby waives any rights of protest, presentment or notice of dishonor. Any payment tendered to Landlord which is dishonored upon presentation for payment, shall further subject Tenant to a \$25.00 return check charge, which shall be payable to Landlord, as additional rent together with Tenant's next monthly rent payment.

4.1 **Security Deposit:** One thousand five hundred fifty six dollars (\$3,302.00) due on ("Commencement Date").

5. **Common Area Maintenance Expenses, Taxes and other Additional Rent:** Tenant shall, during the term of this Lease, keep in good order, condition, and repair, the Premises and every part thereof, structural (pertaining to the premises and within the premises) or nonstructural, and all adjacent sidewalks, landscaping, driveways, parking lots, fences, and signs located in the areas which are adjacent to and included with the Premises. Landlord shall incur no expense nor have any obligation of any kind whatsoever in connection with maintenance of the Premises.

Tenant shall pay all real property taxes applicable to the Premises during the term of this Lease. All such payment shall be made at least ten (10) days prior to the delinquency of such payment. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes have been paid. If any such taxes paid by Tenant shall cover any period of the time prior to or after the expiration of the term hereof, Tenant's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Landlord shall reimburse Tenant to the extent required.

6. **Late Charges:** Any installment of Rent or any part thereof which is not made when due shall bear interest at the rate of Wall Street Journal Prime Rate plus three percent (3%) per annum from the date when the same is due hereunder until the same shall be paid ("Late Charge").

**7. Utilities:** All applications and connections for necessary utility services on the demised premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

**8. Insurance:** The Tenant shall maintain at all times during the term of this Lease policies of insurance as follows:

Tenant, as a common area expense, shall maintain:

(a) Insurance against loss or damage to the Building and all other improvements by fire and such other hazards as may be covered by the form of "all-risk" coverage then customarily in use, in such amount as Landlord may determine to be sufficient to cover one hundred percent (100%) of the full replacement value from time to time of the Building and all other improvements, the proceeds of which shall be payable to Landlord.

Tenant, at its sole cost and expense, shall maintain:

(b) Comprehensive general public liability insurance against claims for bodily injury, death, and property damage occurring in or about the Premises or Adjacent Facilities, to afford protection in such limits as shall be reasonably requested by Landlord from time to time, but in any event not less than One Million Dollars (\$1,000,000) as a single limit policy in respect to any one occurrence causing injury or death, and property damage.

(c) Such other insurance, including personal property and business interruption insurance, in such amounts as may from time to time be reasonably required by Landlord against other insurable hazards that are at the time commonly insured against in the case of premises similarly situated.

All policies of insurance shall be written by companies reasonably satisfactory to Landlord and any mortgagee of Landlord and shall name as insured Landlord and such other persons or entities as Landlord may designate, as their interests may appear, and shall provide that losses shall be paid to such insured as their interests may appear. At the request of Landlord, a mortgagee clause shall be included in such policies covering Landlord's mortgagee. Certificates evidencing renewals of each policy of insurance shall be delivered to Landlord at least twenty (20) days prior to the expiration dates of the respective policies. Tenant shall perform and satisfy all requirements of the companies writing any insurance policies referred to in this Lease so that at all times companies of good standing satisfactory to Landlord shall be willing to write such insurance.

Whenever (a) any loss, cost, damage or expense resulting from fire or other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through or under it, in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case when the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

In case any action or proceeding shall be commenced against Landlord growing out of any loss, cost, damage or expense under this Section, Landlord may give written notice of the same to Tenant and thereafter Tenant shall assume and discharge all obligation to defend the same and save and keep Landlord harmless from all costs, expenses (including, but not limited to, Landlord's attorneys' fees), liabilities, judgments and executions in any manner growing out of, pertaining to or connected therewith. In case Tenant shall at any time fail, neglect or refuse to procure or renew any insurance hereinabove provided, then Landlord shall have the right, but not the obligation, to procure or renew such insurance and any amounts paid therefore by Landlord shall be so much Additional Rent due at the next rent day after any such payment, with interest thereon at the rate of Wall Street Journal Prime Rate plus three percent (3%) per annum from the date of payment thereof.

**9. Signage:** Tenant may install, at its sole cost and expense, maximum allowable signage (permitted by law) on the storefront of the Premises using its standard corporate or concept colors and logo. Tenant will be included on monument sign, if any. If monument signage is unavailable, and monument signage is allowed under all applicable local ordinances, Tenant, at Tenant's sole cost and expense, may install monument signage for its sole and exclusive

use. Design and location of the monument sign is subject to Landlord's approval. All Tenant Signage shall be subject to all applicable local ordinances. Subject to local governmental approvals, Tenant may display professionally designed and installed "COMING SOON", "NOW HIRING" and "GRAND OPENING" exterior banners and/or window signage at the Premises after the Lease is signed and prior to Tenant opening for business. Signage must be up with 60 days from Commencement Date of Lease. Management approval is required.

**10. Parking:** Landlord shall provide all unassigned common area parking for Tenant's employees and customers as required by applicable code or law.

**11. Default:** Each of the following shall be an "Event of Default":

1. If Tenant shall fail to pay rent when due, the Landlord, at his option, may terminate all rights of the Tenant herein after not less than five (5) days written notice of such default given unless Tenant rectifies or cures the default within the said time.

2. If Tenant shall fail to pay any other payment of money, costs or expenses to be paid by Tenant under this Lease, when due, and the continuance of such failure for a period of ten (10) days after written notice from Landlord specifying such failure;

3. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default.

4. The filing or execution or occurrence of any of the following will be considered a Default on the part of Tenant:

(a) A petition in bankruptcy by or against Tenant;

(b) A petition against or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of any bankruptcy laws;

(c) Adjudication of Tenant as a bankrupt or insolvent;

(d) An assignment by Tenant for the benefit of creditors;

(e) A petition against or proceeding by Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to the Premises or with respect to all or substantially all of Tenant's property; or

(f) A petition against or proceeding by or against Tenant for its dissolution or liquidation or the taking of possession of Tenant's property by any governmental authority in connection with dissolution or liquidation. Where in the case of a petition filed against Tenant under (a), (b), (d) or (e) above, such petition is not dismissed within ninety (90) days after the filing thereof;

(g) Entry of an order, judgment or decree by any court of competent jurisdiction granting any prayer or demand contained in any petition under (a), (b), (e) or (f) above, which order, judgment or decree is not reversed or vacated within ninety (90) days after it is entered;

(h) Vacation or abandonment of the Premises; or (i) Taking by any person of Tenant's interest in this Lease upon execution, attachment or other process of law or equity.

In the event that the Tenant shall fail to cure any default within the time allowed under this section, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

In the event of Default on the part of Tenant, Landlord, at its option, in addition to all other rights and remedies provided in this Lease, at law or in equity: (a) terminate this Lease and Tenant's right of possession of the Premises, and recover all damages to which Landlord is entitled at law, specifically including, without limitation, the excess of the aggregate Fixed Rent and Additional Rent that would have accrued for the balance of the Term, together with all of Landlord's expenses of re-leasing (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) or (b) terminate Tenant's right of possession of the Premises without terminating this Lease. In all events, Landlord may re-lease the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall have elected to pursue its right to terminate Tenant's right of possession of the Premises without terminating the Lease, then Landlord shall have the further right and remedy to subsequently rescind such election and terminate the Lease. For purposes of any

such re-leasing, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its reasonable discretion, all at Tenant's expense. If Landlord fails to re-lease the Premises, or if the Premises are re-leased and a sufficient sum is not realized there from after payment of all Landlord's expenses of re-leasing (including without limitation repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) to satisfy the payment, when due, of Fixed Rent and Additional Rent reserved under this Lease for any monthly period, then Tenant shall pay Landlord a sum equal to the amount of Fixed Rent and Additional Rent due under this Lease for each such monthly period, or if the Premises have been re-leased, Tenant shall pay any such deficiency on the rent day applicable to such month. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder at any time or from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's property, and other evidences of tenancy, and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Fixed Rent and Additional Rent reserved hereunder for the full Term or from any other obligation of Tenant under this Lease. Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of the Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to the Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. In the event Landlord exercises any remedy provided under this Section, all deposits theretofore made by Tenant with utility companies or under this Lease, all unearned insurance premiums and all rights of Tenant under all insurance policies required under this Lease, any claims for refund of any Imposition, any pending insurance claims or condemnation awards, and all fuel and supplies on the Premises shall be deemed to be and are hereby assigned to and transferred to Landlord, to be applied in payment of Tenant's liability under this Lease.

No waiver of any default of Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**12. Condemnation:** If any legally, constituted authority condemns or takes by eminent domain the Premises or such part thereof which shall make the Premises unsuitable for leasing for Tenant's business purposes, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for Rent as of that date. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that in the event Tenant has paid for all or part of the construction of the building or outside improvements, which it occupies, it shall be entitled to receive any award with regard to the condemnation of the building and outside improvements pertaining to that portion for which it paid, whether for the taking or diminution in value thereof, if such condemnation occurs during the first fifteen (15) years after the Commencement Date of this Lease, and provided further that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of Tenant's Trade Fixtures.

**13. Assignment of Agreement and Subletting:** Tenant shall not without Landlord's consent, which shall not be unreasonably withheld or conditioned, assign or sublease the Premises. The following shall not be deemed an assignment or sublease: assignment of the Lease (in whole or part) or sublease of the Premises (in whole or in part) to a corporation or entity which is (a) a parent, subsidiary, affiliate, franchisee, or licensee of Tenant; (b) a corporation with which Tenant merges; and (c) the result of a reorganization or the surviving corporation or entity following a consolidation, merger or other corporate restructuring.

**14. Violation of Laws:** Tenant, guests and invitees of either Tenant or guests will not use the premises in such a manner that violates any law, ordinance, statutes or requirement of any municipal, state or federal authority now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by

Tenant. Landlord shall comply with all laws, orders, ordinances, statutes or requirements now or hereafter affecting the premises.

**15. Property Damage And Destruction:** In the event (a) of partial or total destruction of the Premises or the building in which the Premises are located which requires repairs to either the Premises or said building, Landlord shall forthwith make said repairs, provided Tenant gives Landlord thirty (30) days prior written notice of the necessity therefor and provided Tenant did not cause such damage or destruction. If Tenant caused such damage or destruction and the cost of repair is not covered by the insurance provided for hereunder, Tenant shall forthwith make said repairs at its sole cost and expense. However, if the building in which the Premises are located is damaged as a result of fire or any other insured casualty to an extent in excess of forty percent (40%) of its then replacement cost (excluding foundation[s]); fifty percent (50%), or more, of the total square footage of the Building is damaged or destroyed by any casualty, at anytime, Landlord may within sixty (60) days following the date such damage occurs terminate this Lease by written notice to Tenant. During the period that Landlord is making said repairs, this Lease shall continue in full force and effect, and the Monthly Base Rent shall be proportionately reduced based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the Premises. If Landlord elects to terminate this Lease, all rentals shall be prorated between Landlord and Tenant as of the date of such destruction.

**16. Hazardous Material:** "Hazardous Materials" as used herein, shall mean any product, substance, chemical, material or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials is either (i) potentially injurious to the public health, safety, or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental agency, or (iii) a basis for liability to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall also include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof, asbestos, all products defined in the environmental laws of the state of the Premises, or defined by the United States Government, and those products described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Article 9601 et seq., or defined by any applicable state or local laws and the regulations adopted there under.

Tenant hereby indemnifies and holds Landlord and Landlord's officers, directors, shareholders, managers, members, agents and employees harmless from and against, and shall reimburse Landlord and Landlord's officers, directors, shareholders, managers, members, agents and employees for, any and all "Losses" (as hereinafter defined) arising from, out of or as a consequence, directly or indirectly, of the release by Tenant of any Hazardous Materials on the Premises which first occurs during the Term of this Lease. "Losses" shall mean any and all loss, claim, liability, damages, injuries to person, property or natural resources, cost, expense, action or cause of action and includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Materials and the preparation of any closure or other required plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and reasonable attorneys' fees and consultants' fees and court costs in respect thereto whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Landlord by reason of any violation of any applicable Environmental Law which occurs, or has occurred, upon the Premises during the Term of this Lease, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation.

The parties hereby covenant and agree that all obligations of a party under this Section shall survive any termination of the Lease, it being further understood and agreed that the rights of the indemnified party under this Section shall be in addition to any other rights and remedies under this Lease or at law or in equity. Any amount due to the indemnified party under this Section not paid by the other party within thirty (30) days after written demand therefor shall bear interest at Prime plus three percent (3%) per annum.

**17. Alterations and Repairs by Tenant:** Tenant shall not replace, alter or repair the Premises or any part thereof or any equipment or appurtenance thereto if the cost thereof exceeds in the aggregate Twenty Thousand and No/100 Dollars (\$20,000.00) (any such action being hereinafter referred to as a "Capital Improvement"), unless Tenant shall comply with the following requirements, which shall be applicable to all Capital Improvements:

(a) Tenant shall, before the commencement of the work, obtain Landlord's prior consent to the proposed Capital Improvement and shall at least ten (10) days prior to the commencement of the work furnish the Landlord with the following:

(1) Complete plans and specifications for the work prepared by a licensed architect approved by Landlord, which plans and specifications shall also meet with Landlord's approval, together with the approval thereof by any governmental board, bureau or body then exercising jurisdiction over the Premises, which plans and specifications shall be and become Landlord's sole and absolute property in the event that this Lease shall be terminated for any reason;

(2) A fixed-sum contract in assignable form made with a reputable and responsible contractor satisfactory to Landlord, providing for the creation, completion and terms of payment for all work, labor and materials necessary to perform the work within the fixed price provided for in such contract;

(3) An assignment to Landlord of such contract, duly executed and acknowledged by Tenant, to be effective upon any termination of this Lease or upon Landlord's re-entry upon the Premises following an Event of Default prior to complete performance of such contract, such assignment also to include the benefits of all payments made on account of such contract, including payments made prior to the effective date of such assignment; and

(b) Tenant shall (1) at its expense carry or cause to be carried the necessary worker's compensation insurance and cause the insurance policies required under the Section entitled Insurance to be endorsed to cover the additional risk during the course of the work, and (2) procure all necessary permits from all governmental agencies and departments having jurisdiction in connection with such work. Tenant shall deliver evidence of compliance with the foregoing requirements to Landlord prior to the commencement of the work. Whenever requested by Landlord during the period of work, Tenant shall cause the architect in charge of the work (or if there is no architect in charge, the general contractor performing the work) to report in writing to Landlord as to whether the work is being done promptly and in a good and workmanlike manner, and in substantial compliance with the plans and specifications for the work. Tenant shall also deliver to Landlord copies of any and all interim or progress certificates or other reports submitted by Tenant's architect, engineer or contractor.

(c) The Capital Improvements shall be made promptly, in a first-class and workmanlike manner, in compliance with all Requirements and shall not lessen the value of the Premises. Title to any Building, Improvements, fixtures, (other than Trade Fixtures), additions, alterations, restorations, repairs and replacements constructed, made or installed by Tenant, whether or not resulting from any Capital Improvement and including, but not limited to, any repairs, restoration and other work required to be done pursuant to the provisions of other Sections of this Lease, shall be and become Landlord's sole property at the end of the Term without the necessity of Tenant's execution and delivery of any instrument transferring title thereto. Notwithstanding the foregoing, Tenant covenants and agrees upon Landlord's request to execute, acknowledge and deliver to Landlord any instrument reasonably requested by Landlord to confirm such title, and if Tenant shall fail or refuse to execute, and deliver any such instrument, Landlord is hereby irrevocably appointed Tenant's attorney-in-fact to execute, acknowledge and deliver such instrument in Tenant's name.

**18. Tenant's Maintenance:** Tenant shall, at its sole expense, keep the Premises, including all systems and equipment, in good repair and in a clean and in conformance with the applicable law, including, but not limited to, the lawful and valid requirements of any municipality in which such Premises may be situated and of all other public authorities, and shall make, at Tenant's own expense, all additions, improvements, alterations and repairs on the Premises and on and to the improvements, interior and exterior required by any lawful authorities. However, Tenant shall not be responsible for the structural aspects of the Premises, including the floor slab. Tenant shall not commit or suffer, and shall use all reasonable precautions to prevent, waste, damage or injury to all of the foregoing. Tenant shall also make all necessary replacements, renewals, alterations and additions required to maintain all portions of the Premises in good condition.

**19. Liens:** Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall Tenant create or permit to be created, and shall promptly discharge, any such lien (including, but not limited to, any mechanic's, contractor's, subcontractor's or material man's lien or any lien, encumbrance or charge arising out of any agreement (expressed or implied), chattel mortgage, security agreement, financing statement or otherwise) upon the Premises or any part thereof or the income there from or any personal property used in connection with the operation of the Premises, and Tenant shall not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or any part thereof might be impaired.

If Tenant shall fail to cause any such lien to be discharged of record, then Landlord, after thirty (30) days notice of its intention to do so, shall have the right, but not the obligation, in addition to any other right or remedy, to discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding proceedings, and in any such event Landlord shall be entitled if it so elects to compel the prosecution of an action for foreclosure of such lien by the lienor and to pay the amount of judgment in favor of the lien owner with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection therewith shall constitute Additional Rent payable by Tenant under this Lease, due from Tenant to Landlord at the next rent day after any such payment, with interest thereon at Prime plus three percent (3%) per annum from the date of payment thereof.

This Lease shall constitute notice that Landlord shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, at the Premises for Tenant upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Premises, unless specifically ordered by Landlord in writing. Tenant shall have no power to do any act or make any contract that may create or be the foundation for any lien, mortgage or other encumbrance upon the estate of Landlord, or any other interest of Landlord in the Premises, the Building or the other Improvements or any part thereof.

**20. Surrender of Possession:** Tenant shall on the last day of the Term or upon any sooner termination thereof, whether by lapse of time or by reason of Tenant's Default or otherwise, surrender and deliver to Landlord the Premises in broom clean, good condition, ordinary wear and tear excepted, and if Tenant shall thereafter remain in possession thereof, it shall be deemed guilty of forcible detainer of the Premises and shall be subject to all the conditions and provisions contained herein and to ejection and removal, forcibly and otherwise, with or without process of law. Upon the termination of this Lease by lapse of time, Tenant shall remove furniture, trade fixtures and other personal property belonging to Tenant that are incident to the business of Tenant (as distinguished from personal property used in the operation of the Premises); such furniture, trade fixtures and other personal property belonging to Tenant and incident to the business of Tenant are hereinafter referred to as "Trade Fixtures". Tenant shall repair any injury or damage to the Premises from such removal. If Tenant does not remove such Trade Fixtures from the Premises prior to the end of the Term, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the Premises or the Improvements resulting from such removal), delivery and warehousing to Landlord on demand, or Landlord may treat such Trade Fixtures as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord or Tenant.

Any holding over by Tenant of the Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at one hundred thirty percent (130%) of the monthly installments of fixed rent, plus additional rent and other sums otherwise payable hereunder for the Term. Nothing contained in this Section shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and may seek damages in the event of such a hold over tenancy.

**21. Brokerage Fees, Commissions:** Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**22. Indemnification of Landlord:**

To the fullest extent permitted by Law, Tenant agrees to indemnify and save Landlord and its respective agents and employees harmless from and against all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including, but not limited to, Landlord's attorneys' fees) that may be imposed upon, incurred by or asserted against Landlord by reason of:

(a) Any work or thing to be done in, on or about the Premises or any part thereof other than Landlord's work or improvements;

(b) Any use, occupation, condition, operation of the Premises or any part thereof or of any adjacent property or any occurrence on any of the same;

(c) Any action or omission on the part of Tenant or any Sub Tenant or any of its or their agents, contractors, servants, employees, licensees or invitees:

(d) Any accident, injury (including death) or damage, regardless of the cause thereof, to any person or property occurring in, on or about the Premises or any part thereof or any Adjacent Facility; and/or

(e) Any failure on Tenant's part to perform or comply with any of the covenants, agreements, terms or conditions in this Lease or in any sublease, license, concession or other agreement entered into by Tenant.

The provisions of this Section shall survive the expiration or earlier termination of this Lease. Tenant agrees to pay, and to indemnify Landlord against, all costs and expenses (including, but not limited to, Landlord's reasonable attorneys' fees) incurred by or imposed upon Landlord by or in connection with any litigation to which Landlord becomes or is made a party without fault in its part, whether commenced by or against Tenant, or that may be incurred by Landlord in enforcing any of the covenants and agreements of this Lease (with or without the institution of any action or proceeding relating to the Premises or this Lease) or in obtaining possession of the Premises after an Event of Default or upon expiration or earlier termination of this Lease. Landlord may, but shall not be obligated to, cure any Default by Tenant hereunder. All sums expended and all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Landlord pursuant to the provisions of this Lease or on account of any Default by Tenant under this Lease shall bear interest thereon from the respective dates when expended or incurred by Landlord at Prime plus three per cent (3%) per annum until repaid by Tenant to Landlord, and all such sums together with such interest shall become Additional Rent under this Lease, payable by Tenant to Landlord on the next rent date after such expenditure. All Rent and other amounts payable by Tenant under this Lease shall be and are hereby declared to be a valid and first lien upon Tenant's interest in the Premises and upon the rents, issues and profits in any manner arising or growing out of the same, and upon Tenant's interest in this Lease.

Landlord's granting of any consent under this Lease, or Landlord's failure to object to any action taken by Tenant without Landlord's consent required under this Lease, shall not be deemed a waiver by Landlord of its rights to require such consent for any further similar act by Tenant. No waiver by a party of any other breach of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or to be a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. None of the covenants under this Lease, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No remedy conferred upon or reserved to a party under this Lease or under law shall be considered exclusive of any other remedy, but such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and every power and remedy given by this Lease to that party which may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding that party's simultaneous or later exercise of any or all other rights or remedies. No delay or omission of a party Landlord to exercise any right or power arising from any Default or Event of Default shall impair any such right to power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein.

**23. Court Costs and Attorneys Fees:** In any action or legal proceeding to enforce any part of this Lease, the prevailing party shall recover reasonable attorneys' fees and court costs.

**24. Prevailing Law:** This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises is located.

**25. Binding on Successors:** All covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon Landlord's successors and assigns and Tenant's permitted successors and assigns as if such successors and assigns were in each case specifically named, and shall be construed as covenants running with the land. Wherever reference is made in this Lease to either party, it shall be held to include and apply to such successors and assigns. The provisions of this Section shall not be construed to grant or to confer any greater rights of assignment upon Tenant than are provided in the Section entitled Assignment of Agreement and Subletting.

**26. Time is of the Essence:** Time is of the essence with respect to every provision of this Lease.

**27. Entire Agreement:** This document and any Attachments constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing and signed by Landlord and Tenant.

at law or in equity or by statute or otherwise, and every power and remedy given by this Lease to that party which may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without prejudicing that party's simultaneous or later exercise of any or all other rights or remedies. No delay or omission of a party's landlord to exercise any right or power arising from any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein.

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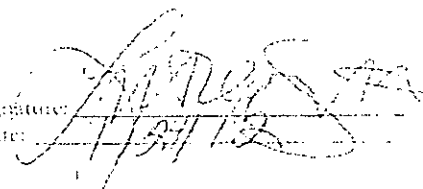
27. **Entire Agreement:** This document and any Attachments constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing and signed by Landlord and Tenant.

28. **Severability:** The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstance, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. To the extent that any portion of this agreement found to be invalid, illegal, unconstitutional, inapplicable or unenforceable may be valid by striking or certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

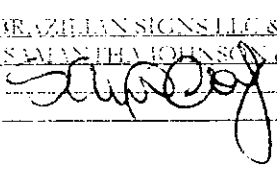
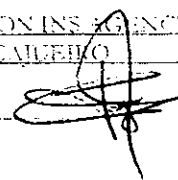
IN WITNESS WHEREOF the parties set their hands the date first set forth above.

Landlord:

By: WILSHIRE MANAGEMENT  
Name: LISA DESANTAGO  
Title: OFFICE SUPERVISOR

Signature:   
Date: 1-24-12

Tenant:

By: BRAZILIAN SIGNS LLC & JOHNSON INS. AGENCY LLC  
Name: SAMANTHA JOHNSON & LUIS CALEIRO  
Signature:    
Title: \_\_\_\_\_

Date: 1-24-12

*Need phone #  
address*

BR Signs  
5241 W. Charleston Blvd.  
Las Vegas, NV 89146  
(702) 822-2700

September 4, 2012

City of Las Vegas  
Planning & Development Dept.  
333 N. Ranch Dr.  
Las Vegas, NV 89106

Re: Temporary Sign Permit  
5241 W. Charleston Blvd.

Dear Sir/Mam:

As per your request, I have attached (2) pictures of the location of the signs.  
We have already painted the signage on the walls as per the pictures. We are installing  
(1<sup>2</sup>) flags (like the cell phone flags that you see in the valley).

The date that we will have these signs up are from September 4, 2012 to January 4, 201<sup>3</sup>.

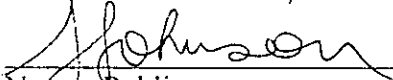
Sincerely,



Luis Cajueiro  
President

Subscribed and sworn before me.

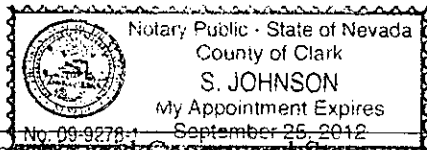
This 04 day of September, 2012



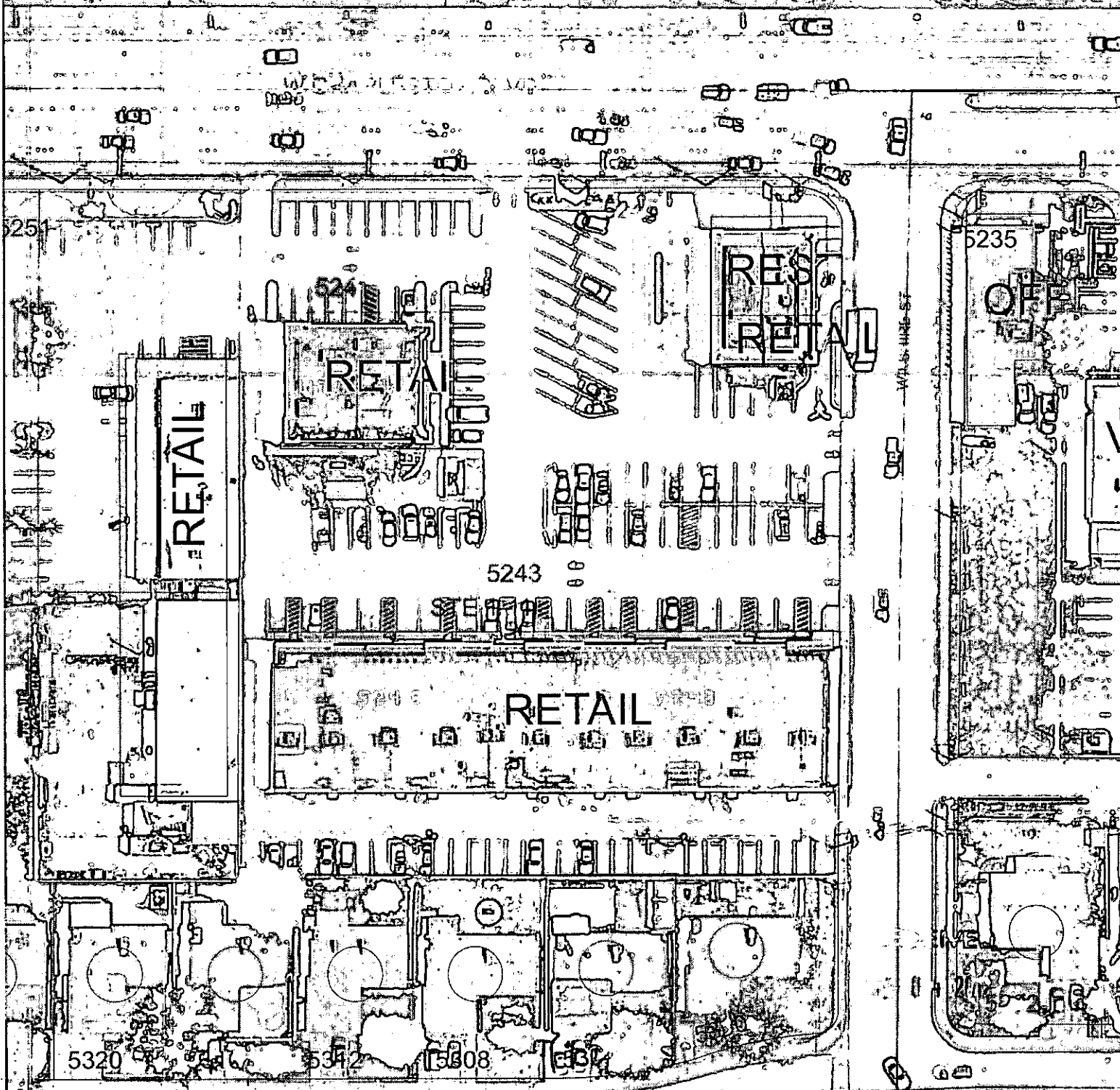
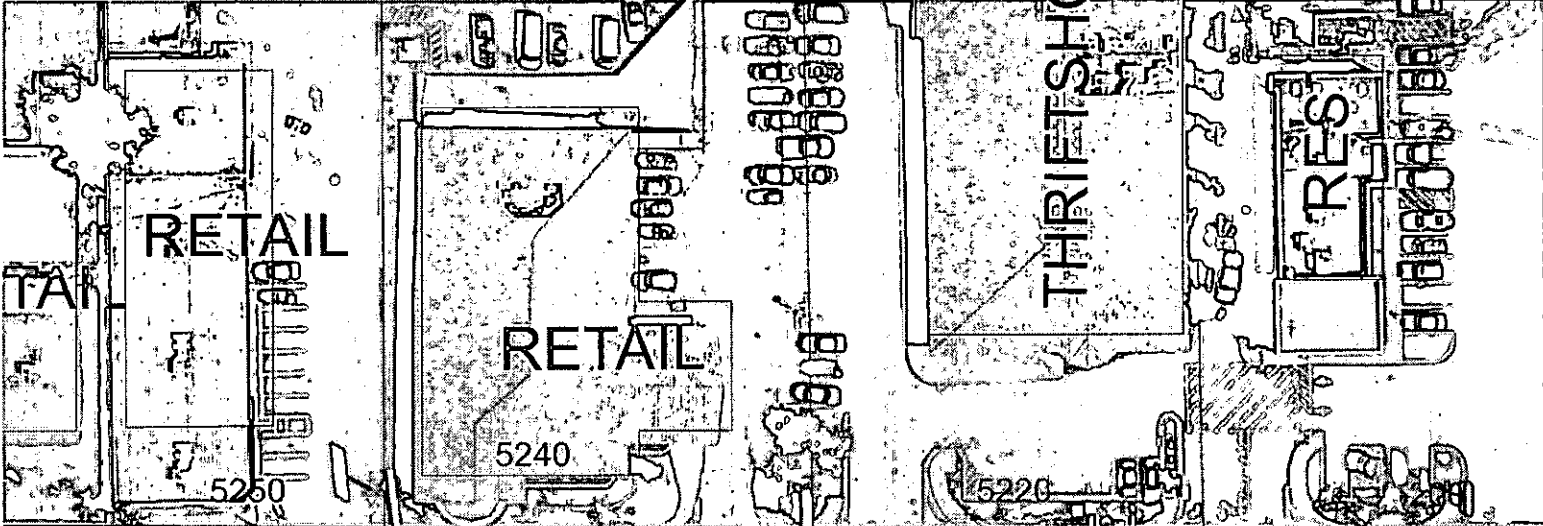
Notary Public

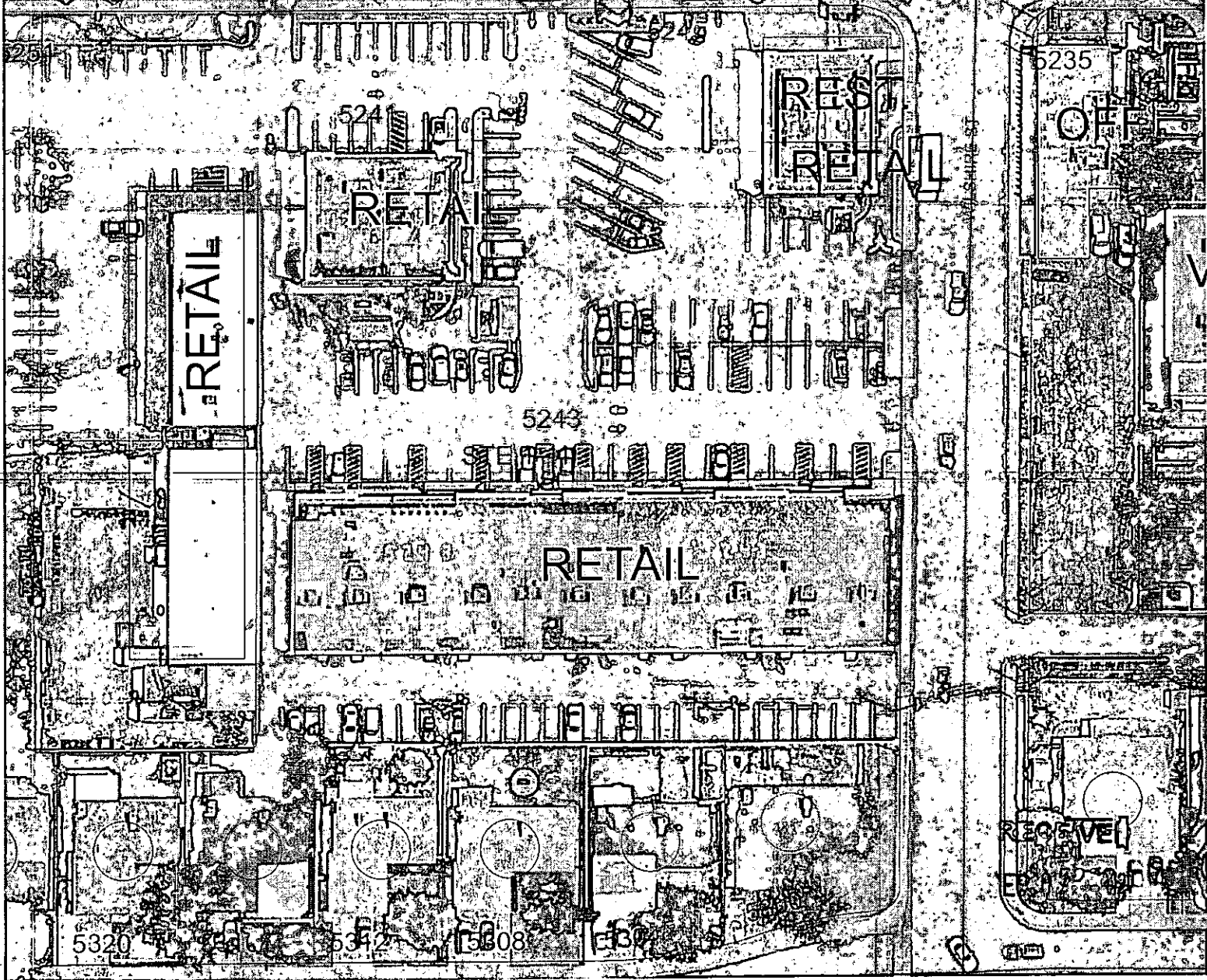
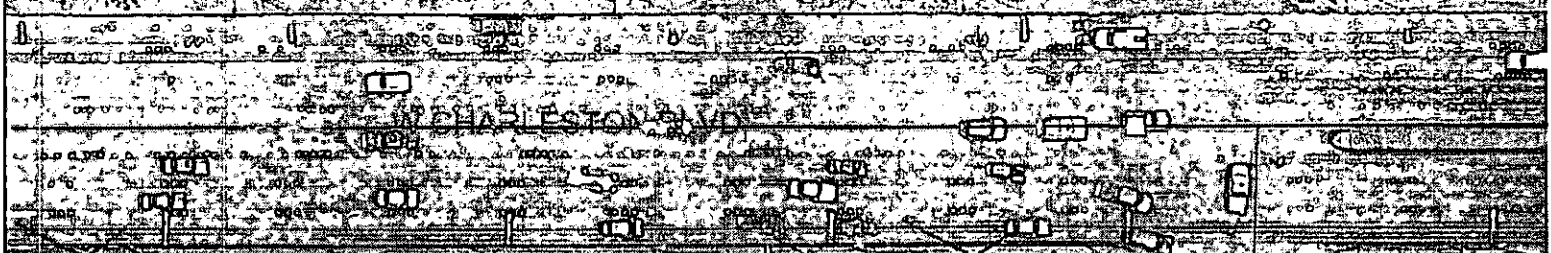
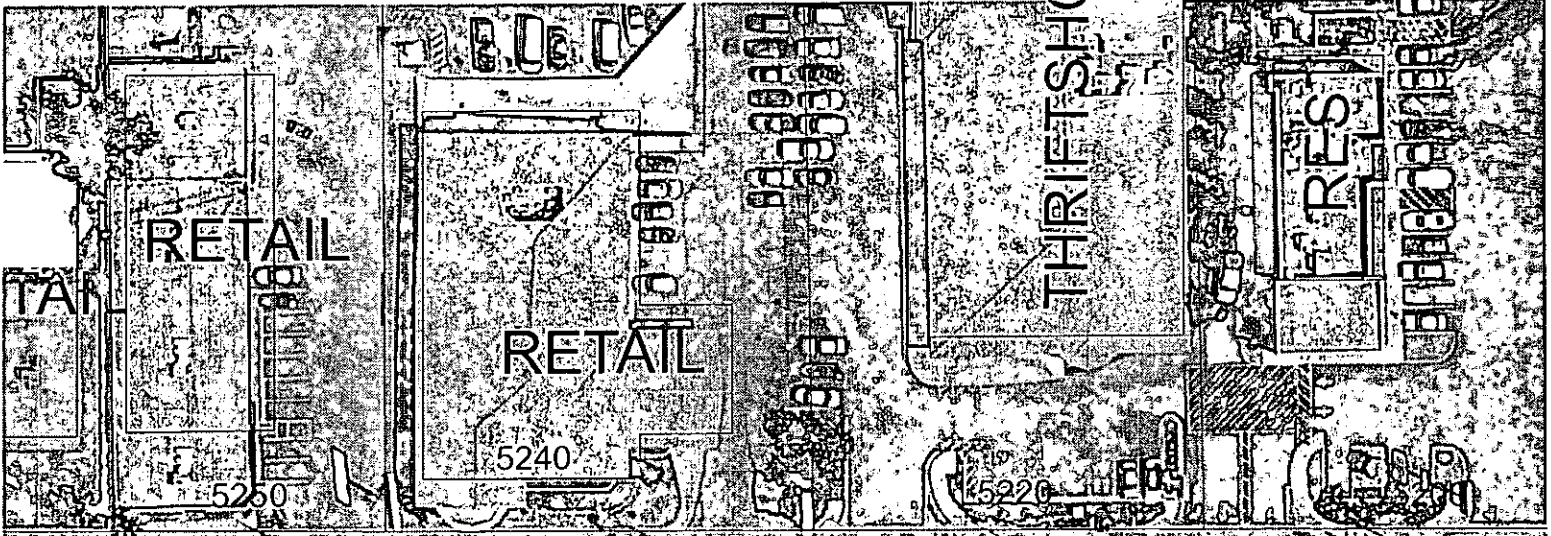
9-25-12

My commission expires



For this said County and State


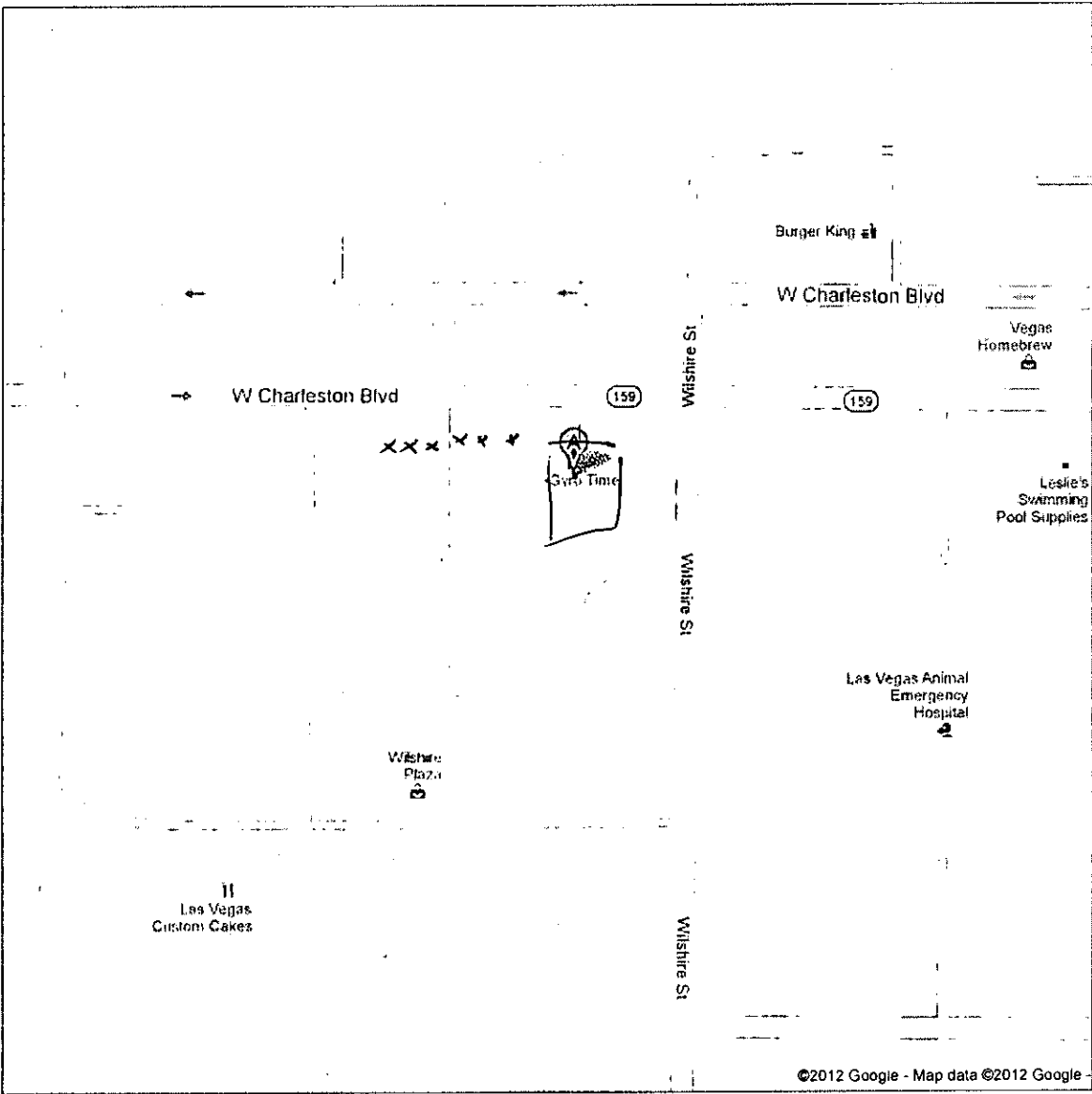






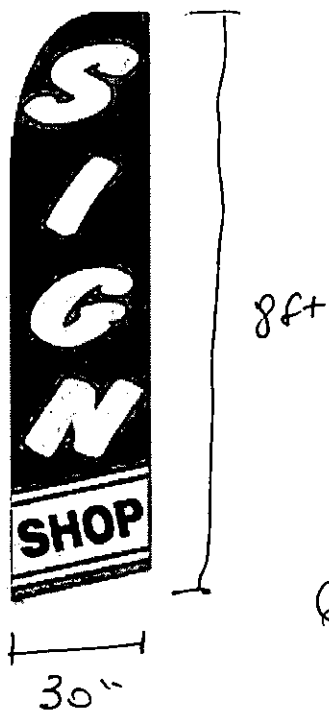
Address 5239 W Charleston Blvd  
Wilshire Plaza, Las Vegas, NV  
89146

Get Google Maps on your phone  
Text the word "GMAPS" to 466453

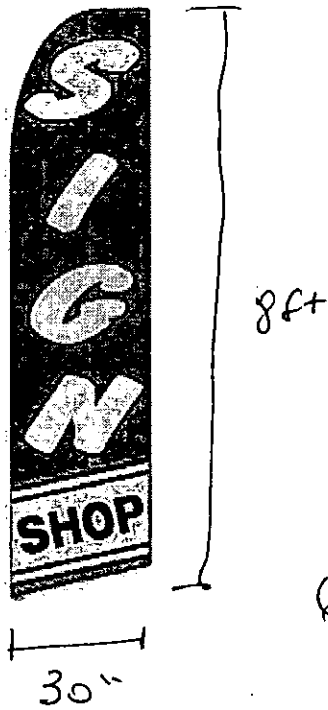
RECEIVED

SEP 04 2012



6 of those to be  
installed facing W. CHARLESTON  
on the dirt next to the pylon  
sign

**RECEIVED**  
SEP 04 2012



6 of those to be  
installed facing W. CHARLESTON  
on the dirt next to the Pylon  
Sign

RECEIVED  
SEP 04 2012

25'

16"

21'

# SIGNS & GRAPHICS

CAR WRAPS - VINYL LETTERING - REAL ESTATE SIGNS - STORE FRONTS - CAR MAGNETS - BANKERS  
BUSINESS CARDS - FLYERS - POSTCARDS - DOOR HANGERS - BROCHURES - LETTERHEADS - POSTERS



36"

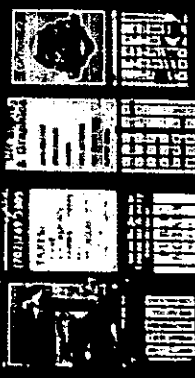
24"

48"

SIGNS

51"

51"



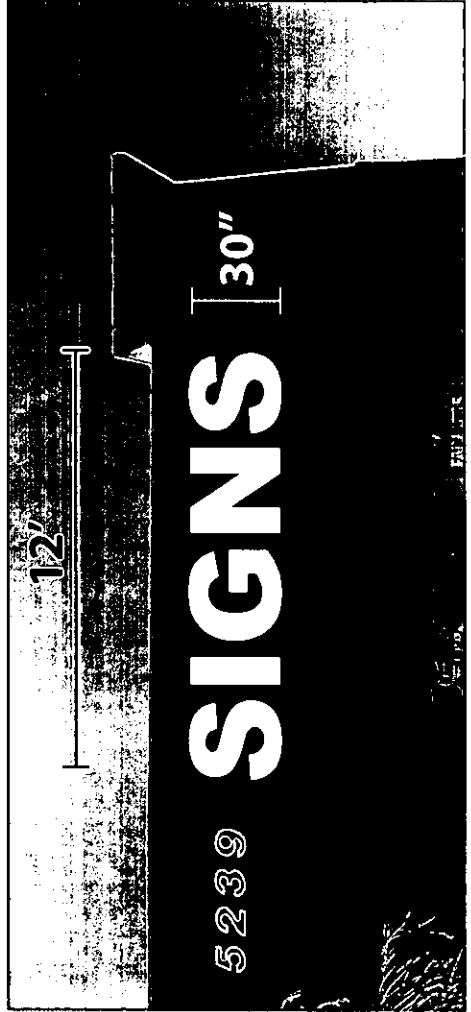
WWW.BRSIGNS.COM | 10"



15'

24'

32'



RECEIVED  
SEP 04 2012

25'

16"

21'

# SIGNS & GRAPHICS

CAR WRAPS · VINYL LETTERING · REAL ESTATE SIGNS · STORE FRONTS · CAR MAGNETS · BANNERS  
BUSINESS CARDS · FLYERS · POSTCARDS · DOOR HANGERS · BROCHURES · LETTERHEADS · POSTERS

24"



48"

51"

51"

WWW.PR.SIGNS.COM | 10"

24'

32'

12'

# SIGNS | 30"

RECEIVED  
SEP 04 2012

15'