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1 WHEREAS, FACILITEQ BUSINESS INTERIORS, INC. (the "CVIP
2 PARTICIPANT") is a tenant on the real property located at 820-821 South Main Street and is
3 undertaking certain exterior improvements to the property in accordance with the Commercial
4 VIP Program; and
5

6 WHEREAS, the Agency has considered the findings that no other reasonable
7 means of financing the building, facilities or structures or other improvements on the Site are
8 available; and
9

10 WHEREAS, the Governing Body of the Agency has determined that the
11 Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which
12 provides for the contribution of funds to Participant for making physical, visual improvements
13 to the building on the Site, all as more fully set forth in the Agreement, is in compliance with
14 and in furtherance of the goals and objectives of the Redevelopment Plan; and
15

16 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
17 the Agency that the Agreement is hereby approved and determined to be in compliance with
18 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the
19 Chairperson of the Governing Board of the Agency is hereby authorized and directed to
20 execute the Agreement for and on behalf of the Agency, and to execute any and all additional
21 documents (including any Attachments to the Agreement) and to perform any additional acts
22 necessary to carry out the intent and purpose of the Agreement.
23

24 THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed,
25 adopted and approved this 19TH day of MARCH, 2008.
26

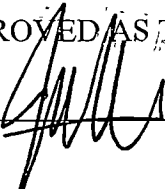
27 CITY OF LAS VEGAS
28 REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairman

1 ATTEST:

2 
3 BEVERLY K. BRIDGES, CMC
4 SECRETARY

5 APPROVED AS TO FORM:

6  3/04/08
7 Date

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28 RA-3-2008 March 19, 2008 Redevelopment Agency Meeting

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and DEERPORT COMPANY, LLC ("Owner") and FACILITEQ BUSINESS INTERIORS, INC. ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of \$34,000.00, plus a twenty percent (20%) contingency for cost overruns pertaining to the qualified exterior improvements and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference.

Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2. PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of thirty-four thousand dollars (\$34,000.00), plus a twenty percent (20%) contingency for cost overruns pertaining to "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.
- b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 "
- c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or

Tenant The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

- e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".
- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option
- b. Repurchase Price If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule")
- c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 90 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and

other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development, Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11. COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or

7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12. CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Tenant or any principal member of Tenant Throughout the term hereof, Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13. DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the

existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2008 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date")

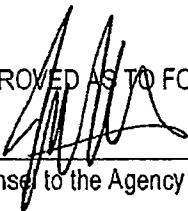
Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2008.

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:


Counsel to the Agency

3/04/08
Date

ATTEST:

BEVERLY K. BRIDGES, CMC
Secretary

OWNER – DEERPORT COMPANY, LLC

TENANT – FACILITEQ BUSINESS INTERIORS,
INC

By: _____
ALLEN TSAI

By: _____
QUENTIN ABRAMO

Its: MANAGER

Its: PRESIDENT

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK TWO (2) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

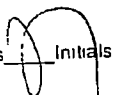
ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

COPY

INDUSTRIAL NET LEASETABLE OF CONTENTS

1. BASIC TERMS.....	2
Section 1.1 Date of Lease.....	2
Section 1.2 Landlord.....	2
Section 1.3 Tenant.....	2
Section 1.4 The Leased Premises.....	2
Section 1.5 Lease Term.....	3
Section 1.6 Initial Security Deposit.....	3
Section 1.7 Rental.....	3
Section 1.8 Use.....	3
Section 1.9 Common Areas.....	3
Section 1.10 Tenant's Proportionate Share.....	4
Section 1.11 Tenant Improvements.....	4
2. LEASE TERM.....	4
Section 2.1 Lease of Premises for Lease Term.....	4
Section 2.2 Delay in Possession.....	4
Section 2.3 Holdover by Tenant.....	4
3. RENT.....	5
Section 3.1 Fixed Rent.....	5
Section 3.2 Increase in Monthly Rental.....	6
Section 3.3 Security Deposit.....	6
4. OTHER CHARGES PAYABLE BY TENANT.....	7
Section 4.1 Additional Rent.....	7
Section 4.2 Taxes.....	7
Section 4.3 Utilities.....	7
Section 4.4 Garbage Collection.....	8
Section 4.5 Insurance.....	8
Section 4.6 Increased Insurance Risk.....	9
Section 4.7 Late Charges.....	9
Section 4.8 Interest.....	10
5. USE OF PREMISES.....	10
Section 5.1 Authorized Uses.....	10
Section 5.2 Hazardous Materials.....	10
Section 5.3 Waste; Nuisance; Compliance with Law.....	10
Section 5.4 Right of Entry by Landlord.....	11
Section 5.5 Outside Storage.....	11
Section 5.6 Signs.....	11
Section 5.7 Exterior Lights.....	12
Section 5.8 Indemnity.....	12
Section 5.9 Quiet Possession.....	12
Section 5.10 Parking.....	12
6. CONDITION OF PREMISES; MAINTENANCE; REPAIR; ALTERATIONS.....	13

 Initials  Initials

Section 6.1 Condition on Commencement Date.....	13
Section 6.2 Tenant's Obligations.....	13
Section 6.3 Alterations by Tenant.....	14
Section 6.4 Liens.....	14
Section 6.5 Surrender of Premises.....	15
7. DAMAGE OR DESTRUCTION; CONDEMNATION.....	15
Section 7.1 Damage or Destruction of Premises.....	15
Section 7.2 Condemnation.....	16
8. ASSIGNMENT AND SUBLETTING.....	17
Section 8.1 Landlord's Consent.....	17
Section 8.2 Increased Rent upon Subletting.....	17
Section 8.3 Tenant's Continuing Liability.....	17
Section 8.4 Tenant's Affiliates.....	18
Section 8.5 Covenants Binding on Assignees.....	18
9. DEFAULT; REMEDIES.....	18
Section 9.1 Events of Default.....	18
Section 9.2 Landlord Remedies.....	19
Section 9.3 No Election of Remedies; No Waiver.....	20
10. LANDLORD'S LENDERS.....	21
Section 10.1 Subordination of Lease.....	21
Section 10.2 Estoppel Certificates.....	21
Section 10.3 Tenant's Failure to Provide Information.....	22
11. MISCELLANEOUS PROVISIONS.....	22
Section 11.1 Attorneys' Fees And Costs.....	22
Section 11.2 Limitation on Landlord's Liability.....	22
Section 11.3 Square Footage.....	22
Section 11.4 Severability.....	23
Section 11.5 Right to Relocate.....	23
Section 11.6 Rules and Regulations.....	23
Section 11.7 Notices.....	23
Section 11.8 Governing Law; Binding Effect; Construction of Lease.....	24
Section 11.9 Entire Agreement.....	24
Section 11.10 Waiver.....	24
Section 11.11 Counterparts.....	24
Section 11.12 Security.....	25
Section 11.13 Survival.....	25
Section 11.14 Authority.....	25
Section 11.15 Broker Fees.....	25
Section 11.16 Time.....	25
EXHIBIT "A".....	26
EXHIBIT "B".....	26
EXHIBIT "C".....	26
EXHIBIT "D".....	26
ADDENDUM Tenant's First Right of Refusal to Purchase Property..	28

INDUSTRIAL NET LEASE

1. BASIC TERMS. This Article 1 contains the basic terms of this Lease between the Landlord and Tenant (as hereinafter defined). The other articles and paragraphs of the Lease referred to in this Article 1 explain and define the basic terms set forth in this Article 1, and are to be read in conjunction with the basic terms.

Section 1.1 Date of Lease:

Feb. 15, 2007. This date is for reference purposes only

Section 1.2 Landlord:

DEERPORT COMPANY, L.L.C., a Nevada Limited Liability Company, whose address is 821 S. Main Street, Las Vegas, Nevada 89101. The mailing address for Deerport Company, L.L.C., is 323 Main Street, Alhambra, CA 91801.

Section 1.3 Tenant:

Faciliteq Business Interiors, Inc., a Nevada Corporation, whose address is 815 S. Main Street, Las Vegas, Nevada 89101.

Section 1.4 The Leased Premises.

The Premises leased hereby, consisting of 4,040 sq. ft. of that certain warehouse/ office space located in Las Vegas, Nevada, is designated the "Premises" or the "Leased Premises". The Premises, together with the building and associated land containing the Premises, and all other buildings and improvements owned by Landlord, located at the street address of 821 S. Main Street & 820 S. 1st Street, Las Vegas, Nevada, 89101 shall be collectively designated the "Distribution Center". The Premises, the square footage included in the Premises, the improvements thereon, and the Distribution Center are more fully described and/or depicted on Exhibit "A" attached hereto and incorporated herein by reference.

Section 1.5 Lease Term.

The term of this Lease is for a period of 2 year(s) and 1/2 month(s), commencing on the 15th day of February, 2007 (the "Commencement Date"), and terminating on the 31st day of March, 2009 (the "Expiration Date"), unless terminated or extended as provided in this Lease. Tenant shall have the option of renewing the lease for two additional 2 year periods, by providing the Landlord written notice to do so, not less than 120 days, and prior to expiration of the lease term.

Section 1.6 Initial Security Deposit.

\$5,000.00 which shall be payable upon execution of this lease, and will not bear interest in favor of Tenant.

Section 1.7 Rental.

The initial monthly rent shall be \$5,000.00 per month, subject to a credit of \$16,292.50 to offset tenant's tenant improvement expenditure. The adjusted monthly rent for the first 24 and 1/2 month term of the lease shall be \$4,335.00. Said adjusted rent reflects the credit above described, amortized over the initial term of the lease. There will be periodic increases at each 24 month option renewal period, as more fully described in Article 3 hereof. One and one half months of rent is to be prepaid before move in the amount of \$6,502.50. Further, there will be two months rent forgiven, in the amount of \$8,670.00, to allow Tenant to build out Tenant Improvements.

Section 1.8 Use.

Tenant shall use the Premises only for office and shop space, warehouse and parking, and for purposes ordinarily incidental to such use, only as permissible under applicable law, and for no other purpose. Tenant's use of the Premises is further defined and limited under Article 5 hereof.

Section 1.9 Common Areas.

Common Area shall be defined as all areas and facilities outside the Premises and within the exterior boundaries of the premises that are provided and designated by Landlord for

the non-exclusive use of Landlord, Tenant and other tenants of the surrounding buildings and their respective employees, agents, customers and invitees. Common Areas may include, but are not limited to: all parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, corridors, landscaped areas, and any restrooms used in common by tenants. Tenant shall be deemed to have a revocable license, during the Term of this Lease, for the use of the Common Areas.

Section 1.10 Tenant's Proportionate Share.

Tenant's proportionate share of the Operating Expenses, as defined and outlined in Section 4.1 hereof, shall be 100%. Such proportionate share shall be adjusted on or before the first day of each calendar year. Such share is a fraction, the numerator of which is the number of square feet of the Premises, and the denominator of which is the gross square footage of total leaseable space in their building.

Section 1.11 Tenant Improvements.

Tenant Improvements to be performed in the Premises, if any, will be performed in accordance with the terms and provisions set forth on Exhibit "B" hereto. Thereafter during the term of this Lease, Landlord will have no obligation to alter, change, or otherwise improve the Premises.

2. LEASE TERM

Section 2.1 Lease of Premises for Lease Term.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term (as defined in Section 1.5 above).

Section 2.2 Delay in Possession.

Landlord will use its best reasonable efforts to deliver possession of the Premises to Tenant on the Commencement Date. If Landlord is unable to deliver possession as agreed, Landlord shall not be subject to any liability therefore, including without limitation any consequential damages suffered by Tenant, nor shall such failure affect the validity of this Lease, except that Tenant shall not be required to pay Rent until Landlord delivers possession of the Premises.

Section 2.3 Holdover by Tenant.

Should Tenant remain in possession of the Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only. Tenant shall pay in advance as monthly rental a sum equal to one and one-half (1-1/2) times the monthly rental paid to Landlord during the last month of the term of this Lease. Tenant's month-to-month tenancy shall otherwise be on the same terms and conditions as herein provided, except as to any provisions relating to renewals and extensions, and except that Tenant may also be evicted from the Premises in the manner provided in the statutes of the State of Nevada for month-to-month tenancies.

3. RENT

Section 3.1 Fixed Rent.

Tenant agrees to pay as rental to Landlord at Landlord's address set forth in Section 11.7 hereof, or at such other place as Landlord may from time to time designate in writing, the following specified monthly amounts for the Premises, which amounts are calculated at the following listed rates per month. The rental amounts specified by this paragraph are subject to increases, as set forth in Section 3.2 of this Lease.

Rent Schedule

Access To Property: February 1, 2007	
Rent Credit Allowance: February 15, 2007 – April 15, 2007	\$8,670.00
Commencement of Rent: April 16, 2007	
Rent Paid Prior to Move In:	\$6,502.50
First Rent Payment Due: June 1, 2007	\$4,335.00
Adjusted Rent Total for First 24 and ½ Month Lease Period:	\$97,537.50

The monthly fixed rental reserved under this Article is due and payable in lawful money of the United States of America, in advance, without any prior demand therefore and without any deduction or set-off whatsoever, upon the first day of each calendar month during the term of this Lease. No payment by Tenant of any lesser amount than the full rent or other sum payable to Landlord under the terms hereof shall be deemed to be other than payment on account of the earliest said rent or other sum then due and payable. No endorsement or statement on any check or any letter accompanying any check or payment from Tenant to Landlord hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy in this Lease or by law provided.

The monthly fixed rental is subject to increase, as provided in Section 3.2 below. Upon said increases taking effect, Tenant shall pay such fixed monthly rent and increased rental, without any statement or demand by Landlord upon the same day and upon the same conditions, terms and covenants as provided in this Paragraph for the monthly fixed rental.

Section 3.2 Increase in Monthly Rental.

The fixed rent provided in Section 3.1 herein shall be increased 6% every two years during the term of this Lease, effective on the first day of March, based on the amount of \$5,000, the monthly unadjusted basis rent for the initial 24 and ½ month lease period. Such increased rental shall be due and payable without statement or demand and upon the same conditions, terms and covenants in this Lease.

Years Three and Four Rent: \$ 5,300.00 Monthly \$127,200.00
(if required)

Years Five and Six Rent: \$ 5,618.00 Monthly \$134,832.00
(if required)

Section 3.3 Security Deposit.

Tenant has, contemporaneously with the execution of this Lease, deposited with the Landlord the amount set forth in Section 1.6 hereof, receipt of which is hereby acknowledged by Landlord. This sum shall be held by Landlord as security for the faithful performance by Tenant of the terms, conditions and covenants of this Lease during the term hereof. Tenant agrees that should it default in any rental payment or other payment to Landlord due hereunder, Landlord may apply the security deposit, or any portion thereof, to said unpaid payment. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of rent or other sums, as provided in this paragraph, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in lawful money of the United States of America to restore said security to the original amount of the security deposit, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default under this Lease. Should Tenant comply with all of the terms, conditions and covenants of this Lease, promptly pay all rental and other amounts when due hereunder, and leave the Premises at the end of the term hereof in good condition, subject to reasonable wear and tear, then the security deposit shall be returned in full to Tenant at the end of the term of this Lease. Landlord shall have the right to maintain the security deposit separate and apart from Landlord's general funds or may commingle the security deposit with Landlord's other funds. Landlord shall not be required to pay Tenant any interest on the security deposit. Should Landlord convey its interest in the Premises to any party during the Term of this Lease, Landlord shall transfer the deposit to

Landlord's successor in interest, and Landlord shall have no further liability with respect to return of such deposit.

4. OTHER CHARGES PAYABLE BY TENANT

Section 4.1 Additional Rent.

All charges payable by Tenant other than Rent and the Security Deposit set forth in Article 3 above shall be "Additional Rent." Tenant shall pay all Additional Rent as and when due, as more fully set forth in this Article 4. Tenant shall pay Tenant's pro rata share of all, insurance and all utilities, as set forth in Sections 4.2, 4.3, 4.5.3, 4.5.4, and 4.5.5 below. The amounts due under this Section 4.1 shall be designated as "Operating Expenses".

The Operating Expenses due and payable by Tenant under this Section 4.1 (the "Tenant's Operating Expenses") are payable directly to the vendor providing the service.

Section 4.2 Taxes.

Tenant agrees to pay Landlord reimbursement for any and all real property taxes assessed or levied by any governmental agency against the property, or any part thereof, during the term of this Lease.

For purposes of this Paragraph, real property taxes include all assessments and other governmental levies, ordinary and extraordinary, foreseen and unforeseen, which are assessed or imposed upon the Premises or become payable during the term of this Lease. Tenant shall pay any and all sales, use or personal property taxes incurred in connection with or reasonably attributable to Tenant's use of the Premises, including without limiting the generality of the foregoing, the cost or value of Tenant's equipment, furniture, fixtures and other personal property on the Premises or Tenant's business conducted thereon

Section 4.3 Utilities. 4.3.1 Tenant shall pay when due all charges for heat, gas, electricity, telephone, water, and sewer and other utilities or assessments separately metered and used or consumed on the Premises. Tenant shall make such payments directly to the utility service provider supplying said utilities.

4.3.2 In the event charges for heat, gas, electricity, telephone and other utilities or assessments are not separately metered, then Tenant shall pay its pro rata share for all such charges in the manner provided under Section 4.1, above.

In the event any utility service to the Premises is interrupted or discontinued for any reason whatsoever, Landlord shall not be liable therefore to Tenant and such interruption or discontinuation shall not be deemed to be an eviction or interference with Tenant's use or occupancy of the Premises.

Section 4.4 Garbage Collection.

Cost of garbage collection shall be borne by Tenant. Arrangement for such service shall be made by Tenant, subject to the approval of Landlord.

Section 4.5 Insurance. 4.5.1 Tenant shall purchase and maintain such insurance complying with the laws of the State of Nevada as will protect it from claims under Workers Compensation Acts, and any other employee benefit acts.

4.5.2 Tenant shall purchase and maintain comprehensive public liability insurance indemnifying Landlord and Tenant against all claims and demands for injury to or death of persons or damage to property that may be claimed to have occurred upon the Premises, or arising out of Tenant's operations or use of the Premises. Tenant shall name Landlord as an additional insured under such policy. The policy limits for Tenant's insurance on property damage or personal injury shall not be less than the following amounts: Bodily injury or death: \$2,000,000.00, and property damage: \$1,000,000.00. Tenant shall provide evidence from the insurance company of such insurance stating the policy limits, and affirmatively stating that the policy cannot be canceled or reduced in coverage without ten (10) days' prior written notice to Landlord. In the event Tenant fails to purchase and/or maintain the insurance required under this Section 4.5, in addition to such being an Event of Default under Section 9.1 hereof, Tenant shall be liable for any and all damage occasioned by any such insurable loss that would otherwise have been covered under the insurance policy required hereunder, whether incurred by Landlord, Tenant, or other party. Alternatively, Landlord may, at its sole election, place said insurance on behalf of Tenant and collect costs of said insurance as Additional Rent under section 4 of this lease, nonpayment of which shall be an Event of Default under Section 9 of this Lease.

4.5.3 During the Lease Term, Landlord may, at its option, maintain standard form or extended coverage insurance covering loss of or damage to the Premises and/or the building. Such policy may include protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils, which Landlord deems reasonably necessary, including flood and earthquake insurance. Landlord will not obtain insurance for Tenant's fixtures or equipment or for improvements installed by Tenant on the Property. Landlord may also, at its option, maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus

estimated real property taxes and insurance premiums. Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

4.5.4 Landlord, at its option, may purchase and maintain insurance on the Premises or otherwise to protect Landlord from claims arising out of Tenant's use of the Premises or operations under this Lease. Any such insurance purchased and maintained by Landlord shall inure to the benefit and protection of Landlord only, and not to Tenant.

4.5.5 Tenant shall pay to Landlord any property insurance premiums allocable to the Leased Premises for any year during the term of this Lease. The premium will be allocated to the Leased Premises based on the square footage that is the subject of this Lease as a percentage of the total net leaseable square footage in the building. In the event Landlord elects to purchase such insurance at a time other than the first of any calendar year, Landlord will provide Tenant with a statement of the premium as furnished by the insurance carrier, together with a computation of the amount due and owing by Tenant for the partial year. Within thirty (30) days thereafter Tenant shall pay Landlord the insurance premium set forth in the computation. Thereafter, the premium for said insurance shall be included as part of the Tenant Expenses, as more fully described under Section 4.1 hereof. Tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained on the Leased Premises pursuant to this section 4.5.

4.5.6 If this lease is terminated at other than the end of a calendar year, all amounts payable by Tenant to Landlord under the provisions of this paragraph shall be prorated on the basis of a 360-day year, 30 days allocated to each month.

Section 4.6 Increased Insurance Risk.

Tenant will not permit the Premises to be used for any purpose which would render void or cause cancellation of any insurance policy covering the Premises. If Landlord's insurance rates are increased during Tenant's occupancy, Tenant agrees to reimburse Landlord for such increased insurance costs over those in effect prior to Tenant's occupancy. In the event Landlord's insurance is canceled because of a change in Tenant's use of the Premises, Tenant agrees to indemnify Landlord and hold it harmless for any loss or damage to the Premises occurring before reinstatement or replacement of Landlord's insurance.

Section 4.7 Late Charges

Should Tenant fail to pay any rental payment within five (5) days from the date it is due, Landlord shall charge, and Tenant shall pay, a late charge equal to five percent (5%) of

the delinquent Rent. The parties agree that such late charge represents a fair and reasonable estimate of Landlord's costs occasioned by such late payment.

Section 4.8 Interest.

In addition to any applicable late charges, as set forth in Section 4.6 hereof, should Tenant fail to pay any rent or Additional Rent when due, and said failure shall continue for thirty (30) days, any amounts so owing shall bear interest at the rate of eighteen percent (18%) per annum, from the date due until paid. Notwithstanding anything provided under Section 4.7 hereof and this Section 4.8, Landlord shall have all legal remedies, in addition to all remedies provided by this Lease, available for the enforcement of payment of rent hereunder. In the event Landlord resorts to court action to enforce Tenant's obligation to pay Rent hereunder, Landlord shall be entitled post-judgment to continue to assess and collect interest at the rate of one and one-half percent (1.5%) per month.

5. USE OF PREMISES

Section 5.1 Authorized Uses.

Tenant shall use the Premises only for the use described in Section 1.8 above, and for purposes ordinarily incidental to such use.

Section 5.2 Hazardous Materials.

Tenant agrees not to keep, use or permit to be kept or used on the Leased Premises, without the express written consent of Landlord, any flammable fluids, explosives, or any "hazardous substance," "solid waste," or "hazardous waste," as said terms are defined in all applicable federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, but not limited to, 42 U.S.C. Section 9601, et seq. (The Comprehensive Environmental Response, Compensation and Liability Act, or CERCLA), 42 U.S.C. Section 7401 et seq. (The Clean Water Act), 42 U.S.C. Section 6901, et seq. (The Resource Conservation and Recovery Act ("RCRA")), 33 U.S.C. Section 1251, et seq. (The Clean Water Act), and 40 C.F.R. 261.1 et. seq. (RCRA Identification and Listing of Hazardous Waste), and any amendments thereto or rules or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant may keep and use small amounts of items or substances used in the ordinary course of business, including cleaning solvents, copy machine supplies, engine maintenance supplies, and other similar substances.

Section 5.3 Waste; Nuisance. Compliance with Law.

Tenant shall not commit any waste upon the Premises and shall not conduct or allow any business, activity, or thing on the Premises which is or becomes unlawful, prohibited, or a nuisance, or which may be an annoyance or cause damage to Landlord or other lessees, occupants, or users of the Distribution Center. Tenant shall at its own expense comply with and abide by all laws, ordinances, regulations, and directives of all municipal, county, state, and federal authorities which are now in force or which may hereafter become effective or be issued with respect to the condition, use, or occupancy of the Premises.

Section 5.4 Right of Entry by Landlord.

Upon reasonable notice given by Landlord to Tenant, Tenant hereby agrees to permit inspection of the Premises during reasonable business hours by Landlord or its agents or representatives for the purpose of (1) ascertaining the condition of the Premises at least annually, (2) making such repairs as may be required by Landlord under the terms of this Lease, and (3) for such other purposes as from time to time may be reasonable. During the period that commences sixty (60) days prior to the Expiration Date, Landlord or its agents or representatives may enter the Premises at any reasonable time during business hours to show the Premises to prospective tenants. During such sixty (60) day period, Landlord may also erect a sign or suitable notice indicating that the Premises are for lease or sale.

Section 5.5 Outside Storage.

Other than self-propelled vehicles, nothing may be stored outside of a building which is part of the Premises without written consent of Landlord.

Section 5.6 Signs.

Tenant may place suitable signs on the Leased Premises for the purpose of identifying the business and indicating the nature of the business carried on by Tenant in the Premises; provided, however, that such signs shall be approved by the Lessor in writing prior to their erection and shall not damage the Leased Premises in any manner. On or prior to the Expiration Date, or other termination of this Lease as provided herein, Tenant shall remove any signs Tenant has placed on the Premises and shall restore the sign location to its original condition.

Section 5.7 Exterior Lights.

The lights affixed to the exterior of any building that is a part of the building and/or the Premises are operated by Landlord.

Section 5.8 Indemnity. 5.8.1 Tenant shall indemnify and hold Landlord harmless against any expense, loss or liability paid, suffered or incurred as the result of any breach of this Lease by the Tenant, or caused by the acts of Tenant's agents, invitees, servants, employees, contractors, customers, visitors or licensees, or as the result of Tenant's use or occupancy of the Premises, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, invitees, servants, employees, contractors, customers, visitors or licensees. Tenant's liability under this Lease extends to the acts and omissions of any assignee or subtenant and any agent, invitee, servant, customer, employee, contractor, visitor or licensee of any such assignee or subtenant.

5.8.2 Tenant agrees to indemnify and hold Landlord harmless from all claims of injury to persons from any cause whatsoever, except gross negligence of Landlord, arising out of the Tenant's occupancy and use of the Premises during the term of this Lease, or any extension thereof, or any other holdover occupancy.

5.8.3 Tenant agrees to indemnify and hold Landlord harmless from any and all claims of any kind or nature relating to personal property of Tenant or others arising from Tenant's occupancy and use of the Premises, and Tenant hereby waives all claims against Landlord for damage to its goods, wares and merchandise and any and all other property including loss of use of the Premises due to any cause whatsoever, except gross negligence of Landlord, during the term of this Lease or any extension thereof or any other holdover occupancy.

Section 5.9 Quiet Possession.

If Tenant pays the rent and Additional Rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Premises without interference by Landlord for the full Lease Term, subject to the provisions of this Lease.

Section 5.10 Parking.

Tenant shall be entitled to use those certain parking spaces or areas in the property as specifically set forth on Exhibit "C", attached hereto and by this reference made a part

hereof. Tenant shall be deemed to have a license for the use of the parking areas set forth on Exhibit "C" during the Term of this Lease.

6. CONDITION OF PREMISES; MAINTENANCE; REPAIR; ALTERATIONS

Section 6.1 Condition on Commencement Date.

Tenant has inspected the Premises and accepts them "AS IS" and to be in good condition at the Commencement Date. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant waives the benefit of any present or future law which might give Tenant the right to repair the Premises at Landlord's expense or to terminate the Lease because of the condition of the Premises.

Section 6.2 Tenant's Obligations.

Tenant's Obligations.

6.2.1 Tenant agrees to maintain the interior of the Premises, the improvements made by Landlord and/or Tenant thereto inside and outside the Premises, and the grounds and landscaping surrounding the Premises, in good condition and repair, including, without limitation: all glass, lighting fixtures, heating and air conditioning equipment, truck dock bumpers, support columns, all doors, including overhead freight doors, electrical wiring and plumbing systems. Tenant further agrees to clean and paint the interior of the Premises as often as necessary in order to maintain said Premises in a clean, attractive and sanitary condition.

6.2.2 Tenant shall keep the grounds surrounding the Premises clean, and remove therefrom all trash, rubbish, cartons or other debris.

6.2.3 Tenant agrees to pay its proportionate share for all labor and materials necessary, in Landlord's discretion, for maintenance of electrical and plumbing systems, landscaping, exterior painting, parking lot maintenance and repair, to maintain the building in a reasonable condition. Except as specifically excluded elsewhere in this Lease, Tenant accepts responsibility for any damage to the Premises and improvements thereto and to the surrounding grounds during the term of this Lease and agrees to immediately repair such damage and restore the Premises and the grounds to their predamaged condition without any notice or demand from Landlord. Should Tenant fail to maintain the Premises or fail to make any repair to the Premises and grounds as contemplated by this Paragraph, Tenant shall be deemed in default under this Lease and Landlord may, but shall not be required to, enter the Premises and perform the

maintenance or necessary repairs and submit a statement to Tenant for the cost therefore, which statement shall be promptly paid by Tenant.

6.2.4 Without prior notification or demand from Landlord, Tenant agrees to immediately replace all glass broken or damaged during the term of this Lease with glass of the same or higher quality as that broken or damaged.

Section 6.3 Alterations by Tenant.

Tenant shall pay \$24,894.50 in building improvements with verification of receipts. If tenant does not pay said amount the remaining amount will be paid to the Landlord for any difference or maintenance Landlord sees fit. Tenant may, with the specific written approval of Landlord, make such alterations, additions, installations or repairs, at its own expense, to the interior and exterior of the Premises as Tenant may require to conduct its business; provided, however, that such alterations, additions, installations or repairs may not materially alter the basic character or structure of the building or improvements or weaken the structure of the Premises in any way. Any such alterations, additions, installations or repairs must be performed in a good, workmanlike manner, and Tenant agrees that Landlord may, upon notice to Tenant, come upon the Premises to inspect such alterations, additions, installations or repairs to determine that they are being made subject to the terms of said written approval. Said written approval may include the requirement that such alterations, additions, installations or repairs be incorporated into the Premises and left therein at the termination of this Lease. Tenant shall require any contractor performing any such alterations, additions, installations or repairs to provide (i) public liability and property damage insurance meeting the requirements of Section 4.5 hereof and naming Landlord as an additional insured; and (ii) an indemnification and hold harmless agreement in favor of Landlord covering any loss, damage, claim, liability, cost or expense for injuries, death, or property damage in connection with contractor's performance of the work.

Section 6.4 Liens.

Tenant agrees not to permit any lien or judgment for monies owed to it, services rendered or materials provided in connection with work done on the Leased Premises, or any other lien to remain against the Premises for a period of more than thirty (30) days following actual discovery of the same, or following the date upon which it reasonably should have been discovered, by Tenant, whichever date comes first; provided, however, that nothing herein contained shall prevent Tenant, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation arising out of Tenant's operation of the Premises or costs of improvements by Tenant of the said Premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided by the courts, shall not be a violation of any provision of this Lease. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within the thirty (30) day period described in this

Paragraph by Tenant, Landlord may, at Landlord's option (but without any obligation to do so), pay or discharge such lien, and may likewise pay and discharge any taxes, assessments or other charges against the Premises which Tenant is obligated hereunder to pay and which may or might become a lien on said Premises. Tenant agrees to repay any sums so paid by Landlord upon demand, together with interest at the rate of eighteen percent (18%) per annum from the date Landlord makes any such payment. Landlord may also treat Tenant's failure to perform under this Paragraph as a default of this Lease.

Section 6.5 Surrender of Premises.

Tenant agrees to surrender the Premises on the Expiration Date or sooner termination of this Lease, or any extension thereof, in good condition and repair, ordinary wear and tear excepted. Upon the Expiration Date or earlier termination of this Lease and at the election of Landlord in its sole discretion, Tenant, at its expense, either shall remove any alteration, addition, or improvement to the Premises made by Tenant (other than trade fixtures) and repair all damage caused by such removal, or shall leave any such alteration, addition or improvement in place to become the property of Landlord.

7. DAMAGE OR DESTRUCTION; CONDEMNATION

Section 7.1 Damage or Destruction of Premises.

If, during the term of this Lease, the Premises, or any portion thereof, should be damaged or destroyed by fire or other casualty, Landlord shall repair, reconstruct or restore the damaged or destroyed Premises so far as it is practicable to the Premises' condition immediately prior to such damage or destruction, except as otherwise provided in this paragraph, and subject to any delay beyond Landlord's control, including, but not limited to, delays due to adjustment of insurance claims, strikes and unavailability of required materials. Tenant shall have no interest in or claims to any portion of the proceeds of any fire or other casualty or extended protection insurance carried by Landlord hereunder.

If the Premises should be damaged to an extent of twenty-five percent (25%) or more of the replacement costs of any single building constituting part or all of the Premises, then either party hereto may elect to terminate this Lease by giving written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

Tenant agrees at all times after such damage or destruction to the Premises to continue the operation of its business therein to the extent reasonably practicable; provided, however, that during the period commencing on the date of this damage or destruction and ending with the completion of Landlord's repair, reconstruction or restoration of the Premises, the monthly rental reserved under this Lease shall be proportionately abated in an amount equal to the proportion thereof, which the number of square feet in the

Premises rendered unusable by the damage or destruction bears to the total number of square feet in the Premises immediately prior to such damage or destruction. Landlord shall have no interest in or claim to any portion of the proceeds of any insurance on Tenant's personal property carried by Tenant or required on the part of Tenant to be maintained hereunder.

Tenant and Landlord hereby mutually release and waive their entire right of recovery against the other party for any and all loss or damage to the improvements, all personal property of Tenant and any installations, betterment or improvements added to the building by Tenant where such loss is occasioned, caused or incurred by, or results from, fire, flood, windstorm, hail, explosion, riot attending strike, civil disorder, acts of terrorism, aircraft or vehicle collision, smoke, vandalism and all other perils which are insurable against, whether said loss occurred or was caused by the negligence of the Tenant or Landlord, their agents, servants, employees, sublessees or concessionaires, or otherwise. Landlord and Tenant each further warrant that insurance companies insuring Landlord or Tenant shall have no rights against the other, whether by assignment, subrogation or otherwise. Willful misconduct lawfully attributable to either party shall, to the extent that said conduct contributes to loss or damage, not be excused under this Paragraph.

Section 7.2 Condemnation.

In the event any power of condemnation shall be exercised by any governmental authority or other entity empowered by law to exercise said power of condemnation against the Premises, in whole or in part, the parties agree to the terms and conditions set forth in this Section 7.2.

In the event of a taking of a portion constituting twenty-five percent (25%) or less of the Premises, Tenant may terminate this Lease by written notice to Landlord only upon a showing that such taking shall prevent its use and enjoyment of the Premises and substantially impair its ability to conduct its business thereon.

In the event of the taking of a portion constituting more than twenty-five (25%) of the Premises, Tenant may elect to terminate this lease by giving written notice to Landlord, or in lieu of exercising its right of termination, Tenant may continue in possession of that portion of the Premises not so taken, and the rent hereunder shall be abated by the proportion that the number of square feet of the building floor space taken bears to the total number of square feet of building floor space included in the Premises. If Tenant elects to continue in possession, and if any portion of any building or buildings comprising the Premises shall have been taken, Landlord shall restore such building or buildings by repairing and enclosing them to the extent necessary and possible to provide an integral and complete building suitable for the Tenant's purposes set forth herein.

Any condemnation award, whether resulting by judgment or verdict after trial or by agreement under threat of condemnation applying to the leasehold interest created hereby, shall be paid to Landlord, and Tenant waives any right thereto. Nothing in this Paragraph shall be construed as limiting Tenant's right to pursue an action for damages to its business or property, or other damages, against the condemning entity.

8. ASSIGNMENT AND SUBLETTING

Section 8.1 Landlord's Consent.

Tenant shall not transfer, assign, sublet, enter into a license, concession agreement or mortgage or hypothecate ("transfer") this Lease or Tenant's interest in the Premises, in whole or in part, without first procuring the written consent of Landlord. The written notice to Landlord shall describe the area Tenant desires to transfer, the rent thereon, the consideration receivable by Tenant for the transfer, the name and business address of the proposed transferee, and a current financial statement of the proposed transferee. Without in any way limiting Landlord's right to refuse consent to transfer, Landlord specifically reserves the right to refuse consent if, in Landlord's reasonable business judgment, the financial worth of the proposed transferee is less than that of Tenant. In no event shall Landlord be obligated to give consent for any such transfer if Tenant is in default under any of the terms or conditions of this Lease. A transfer by Tenant in violation of this Section 8.1 shall be void and confer no rights upon any third party and Landlord shall have the right to declare said transfer as an Event of Default under Article 9 hereof. Tenant shall reimburse Landlord for all costs incurred in the evaluation of the prospective assignee or subtenant, including attorney fees and costs and investigations, irrespective of whether Landlord ultimately grants consent.

Section 8.2 Increased Rent upon Subletting.

If Landlord agrees to a subletting of all or part of the Premises, and the rental payable by the subtenant to Tenant is increased over the amount of rent paid by Tenant to Landlord hereunder, then Landlord may also require Tenant to pay an amount up to eighty percent (80%) of such increased rental to Landlord. Such increased rent shall be payable on the tenth day of each month after the subletting is approved by Landlord without statement or demand.

Section 8.3 Tenant's Continuing Liability.

Landlord may require as a condition of any transfer under this Article that Tenant remain liable to Landlord under the terms of this Lease should any assignee or subtenant or other

transferee under this Article default in the performance of any of the terms and conditions of this Lease, including but not limited to Tenant's primary liability to pay the Rent and Additional Rent, and to perform all other obligations under this Lease.

Section 8.4 Tenant's Affiliates.

If Tenant desires to transfer or assign this Lease by corporate merger or to an affiliated corporation or entity, Tenant shall so notify Landlord, and shall promptly supply Landlord with such information concerning the financial condition and net worth of such affiliated entity as Landlord may reasonably request. Landlord shall notify Tenant within ten (10) days of receipt of such information whether such transfer or assignment is acceptable. Landlord's consent to assignment to Tenant's affiliated entity shall not be unreasonably withheld.

Section 8.5 Covenants Binding on Assignees.

The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives. Any document transferring Tenant's interest pursuant to this Paragraph shall refer to this Lease and contain a provision stating that Tenant's transferee shall be bound by the terms and conditions of this Lease.

9. DEFAULT; REMEDIES

Section 9.1 Events of Default.

Upon the occurrence of any of the following listed events ("Events of Default"), Tenant shall be deemed in default under this Lease:

9.1.1 Default in the timely payment of any Rent, Additional Rent, or any other amount required to be paid hereunder and the continuance of such default for a period of ten (10) business days from the date such Rent, Additional Rent, or other amount is due and payable, or from the date set by written notice or statement for the payment of any other amount under the terms of this Lease.

9.1.2 Default in performance of any of the terms and conditions of this Lease, other than those requiring payments of rental or any other amounts which are covered by Section 9.1.1 hereof, which default shall continue for a period of thirty (30) days after written notice of the default is mailed or delivered to Tenant by Landlord, unless a shorter period is specifically provided under any provision of this Lease. If a default cannot be cured with due diligence within thirty (30) days, the time within which Tenant shall cure the

default shall be extended for such time as may be necessary to cure the same with all due diligence, provided that Tenant commences promptly and proceeds diligently to cure the default, and further provided that such period of time shall not be so extended so as to subject Landlord to any criminal liability or increased insurance cost. If Tenant's default under this Section 9.1.2 creates an emergency or hazard to persons or property, then Landlord may demand immediate cure of the default.

9.1.3 Assignment or subletting by Tenant, without adhering to the conditions and covenants of Article 8 above.

9.1.4 Abandonment or vacation of the Premises, or any part thereof, by Tenant, or dispossession of Tenant of the Premises, or any part thereof, by authority other than Landlord, except in cases of condemnation, which is governed by Section 7.2 of this Lease.

9.1.5 Tenant's insolvency or the filing of a voluntary or involuntary petition in bankruptcy by or against Tenant, the filing or institution of any proceeding under any provisions of any insolvency act or Bankruptcy Code seeking to effect Tenant's reorganization or composition with its creditors or if (in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Tenant or the Premises, the filing of proceedings for the reorganization of Tenant, the execution on Tenant's admission in writing of its inability to pay its obligations generally as they become due.

9.1.6 At Landlord's option and with notice to Tenant, the occurrence of any five of more Events of Default during the Term of this Lease, whether cured or not.

Section 9.2 Landlord Remedies.

Upon occurrence of such Events of Default, Landlord shall have the option to pursue any one or more of the following remedies, or any other remedy at law or in equity:

9.2.1 Performance Under the Lease. If Tenant shall default in the fulfillment of any of the terms and conditions of this Lease, Landlord may, at its option, after giving notice to Tenant, as required herein, make performance of Tenant necessary to cure the defaults and for that purpose pay such amounts as may be necessary. Any amounts so paid or any expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any term or condition of this Lease, or in defending any action to which Landlord may be subjected by reason of Tenant's failure, shall be deemed to be Additional Rent for the Premises and shall be due and payable to Landlord on demand, and interest shall accrue thereon at the rate of eighteen percent (18%) per annum

9.2.2 Termination of Lease. Landlord may, but shall not be obligated to, terminate this Lease when Tenant continues in possession after three (3) days' written notice requiring

in the alternative the payment of Tenant's obligations to Landlord or surrender of the Premises, or when Tenant continues in possession after five (5) days' written notice requiring in the alternative performance of a condition under the Lease or surrender of the Premises, or when Tenant continues possession after three (3) days' notice to quit the Premises for unauthorized assignment or subletting, committing waste or maintaining an unlawful business. After using summary proceedings, Landlord or Landlord's agents may at any time thereafter re-enter the Premises and remove all persons and property therefrom without being liable to indictment, prosecution or damage therefore, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter the Premises after service of the notices described in this section. Pursuant to said right of re-entry, Landlord may remove all of Tenant's property remaining on the Premises and store it, or may store it on the Premises, at the cost and for the account of Tenant.

9.2.3 Right to Relet on Tenant's Behalf. Landlord may retake possession of the Premises following the legal notices described in this Section, and after using summary proceedings, if necessary, without terminating this Lease may relet said Premises on behalf of Tenant. Landlord shall apply any monies collected first to the payment of expenses of resuming or obtaining possession, second to the payment of costs of placing the Premises in rentable condition, third to the costs of reletting the Premises, and fourth to the payment of rent due hereunder, and any other indebtedness due Landlord. Any remaining surplus shall be paid to Tenant. Tenant shall pay, upon demand from Landlord, any deficiency in amounts due under this Lease after Landlord has applied the proceeds from reletting the Premises to the categories described in this subsection. Such indebtedness shall be calculated and paid monthly. Reletting may be in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its sole discretion, may determine. Landlord may collect and receive the rents therefore. Landlord shall make a reasonable effort to relet the Premises to acceptable tenants, but Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. No such reletting shall relieve Tenant of any liability, and Tenant's obligations shall survive any such reletting. No such reletting of said Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be mailed or delivered to Tenant. Notwithstanding election to relet without terminating this Lease by Landlord, Landlord may at any time thereafter elect to terminate this Lease for any default or breach hereof by Tenant.

Section 9.3 No Election of Remedies; No Waiver.

Use of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided for herein, or by law or in equity, which may be enforced cumulatively, nor shall pursuit of any remedy provided for herein or otherwise constitute

a forfeiture or waiver of any rent or other amounts due Landlord hereunder or of any damage accruing to Landlord by the violation of any of the terms and conditions of this Lease. Failure by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or a waiver of any other violation or breach of any of the terms and conditions of this Lease.

10. LANDLORD'S LENDERS

Section 10.1 Subordination of Lease.

This Lease shall be subject and subordinate to any mortgage of any type whatsoever on the Premises given to secure a loan made to Landlord, and to any renewals, replacements, extensions or consolidations of such loan. Any such subordination shall state that the mortgage holder shall not disturb Tenant's possession or other rights under the Lease so long as Tenant performs all of its covenants and agreements and is not in default hereunder. Tenant agrees to execute a document subordinating this Lease to any mortgage of any type contemplated by this Article.

Section 10.2 Estoppel Certificates.

Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying the following: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Rent, Additional Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); (v) the amount of the security deposit, if any, being held by Landlord on Tenant's behalf; and (vi) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may require. Tenant shall deliver such statement to Landlord (or such other person or entity as Landlord shall direct) within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

If Tenant does not deliver such statement to Landlord within such ten (10) day period, without any further notice to Tenant, any prospective purchaser or encumbrancer may conclusively presume and rely upon the following facts: (i) that the terms and provision

of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Rent, Additional Rent, or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 10.3 Tenant's Failure to Provide Information.

If Tenant fails to provide any such Subordination or Estoppel Certificate within ten (10) days of Landlord's request, Landlord shall be entitled to assess a late fee of \$50 per day until Tenant provides such requested documentation. If Tenant's failure to provide such documents continues for more than twenty (20) days, such failure may, at Landlord's discretion, be deemed an Event of Default under this Lease.

11. MISCELLANEOUS PROVISIONS

Section 11.1 Attorneys' Fees And Costs.

If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the terms of this Lease, the prevailing or successful party shall be entitled to recover from the nonprevailing party all costs, including reasonable attorneys' fees, incurred in connection with such action or proceeding, and in enforcing or collecting any judgment rendered herein.

Section 11.2 Limitation on Landlord's Liability.

The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, members, shareholders, officers or other principals of Landlord. Tenant shall look solely to the property owned by Landlord which is the subject of this Lease, and to no other assets of the Landlord or any affiliated entity or individual for satisfaction of any liability in respect of this Lease and will not seek recourse against the individual partners, members, shareholders, officers or other principals of Landlord or any of their personal assets for such satisfaction.

Section 11.3 Square Footage.

Landlord and Tenant acknowledge that any references to square footage for the Premises and other portions of the building are based on approximate measurements. Landlord and Tenant further acknowledge that these approximate measurements of square footage, as

set forth on Exhibit "A" hereof, shall be binding on Landlord and Tenant for purposes of determining any and all obligations of the parties under this Lease, including calculations of Rent and Additional Rent.

Section 11.4 Severability.

If any provision of this Lease, or the application of said provision to any person or circumstance, shall be held invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect.

Section 11.5 Right to Relocate.

Landlord hereby reserves the right to relocate Tenant to comparable space with comparable improvements in any of its other buildings located in the industrial park of which the Leased Premises is a part. Landlord agrees to provide Tenant with ninety (90) days notice before requesting Tenant to relocate. The entire cost of relocating Tenant will be borne by the Landlord.

Section 11.6 Rules and Regulations.

From time to time, Landlord may promulgate such rules and regulations as reasonably necessary to regulate the use of the Premises which are the subject of this Lease, as well as the surrounding Premises of Landlord's other tenants, including, but not limited to, traffic and parking rules and regulations. A copy of said Rules and Regulations are attached hereto as Exhibit "D" and incorporated herein. Landlord agrees to notify Tenant of such rules and regulations, and Tenant agrees thereafter to comply with and use reasonable efforts to cause its employees and other personnel to comply with such rules and regulations. Tenant agrees to be responsible for causing its employees to park in designated areas and to operate their motor vehicle within posted speed limits and in accordance with other traffic signs.

Section 11.7 Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if deposited in the United States Mail, postage prepaid, and addressed as aforesaid:

To Landlord: 323 Main Street
Alhambra, CA 91801

To Tenant: 815 S main street
Las Vegas 89101

Either party may, upon written notice to the other as provided by this Section 11.7, designate a new address where notices must be mailed to comply herewith.

Section 11.8 Governing Law; Binding Effect; Construction of Lease.

This Lease shall be governed by and construed in accordance with Nevada law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns. Words used in the singular shall be construed to include the plural when the sense requires. Article and section headlines herein are inserted only for convenience to which they refer or on the Lease itself.

Section 11.9 Entire Agreement.

This Lease represents the entire agreement between the parties relating to the subject matter hereof and there are no other courses of dealing, understandings, agreements, representations or warranties, written or oral, except as set forth herein. No amendment or modification hereto shall be effective until and unless the same shall have been set forth in writing and signed by the parties. Tenant acknowledges that the Landlord has made no agreement or promise concerning the alteration, improvement, adaptation or repair of any part of the Premises which has not been set forth herein, and that this Lease contains all the agreements made and entered into between Tenant and Landlord.

Section 11.10 Waiver.

It is agreed that the waiving of any breach of covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of any covenants or any provisions herein contained, nor shall waiver of any breach by another of Landlord's tenants be deemed to waive any breach by Tenant herein. No delay in exercising any rights under this Lease shall operate as a waiver of any such rights by either party. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord or be deemed an accord and satisfaction.

Section 11.11 Counterparts.

This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

Section 11.12 Security

Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures to or for the benefit of the Premises. Tenant assumes all responsibility for any protection measures it deems necessary on the Premises or the Distribution Center, and for the protection of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's option, from providing security measures on the Premises

Section 11.13 Survival.

All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

Section 11.14 Authority.

Each of the undersigned hereby acknowledges and affirms that the undersigned holds the position or title set forth below, and on behalf of the named entity and by proper authority, executed this Lease, and that Lease was the act of such named entity for the purposes stated in it.

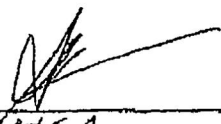
Section 11.15 Broker Fees.

Landlord and Tenant each represent that they have dealt with a broker in connection with this Lease, and that Tom Moler Realty Historic Property Group brokerage is entitled to a commission of 6% in connection therewith. If tenant exercises the option to renew any or all, of the 24 month lease extensions, or negotiates successive renewal, the compensation to be paid to Tom Moler Realty is to be 5% of the lease. The fee is to be paid by the Lessor upon the exercising of the option to renew by Tenant, or successive lease renewal

Section 11.16 Time.

Time is of the essence of this Lease

LANDLORD DEERPORT COMPANY, L.L.C.,
a Nevada limited liability company

By 
Its MANAGER
ALLEN TSAI

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LANDLORD DEERPORT COMPANY, L.L.C.,
a Nevada limited liability company

By _____
Its _____

TENANT FACILITEQ BUSINESS INTERIORS, INC.,
a Nevada Corporation

By [Signature]
Its president

EXHIBIT "A"

Description of Leased Premises

821 South Main Street & 820 South 1st Street
Las Vegas, NV 89101

EXHIBIT "B"

Description of Tenant Improvements

EXHIBIT "C"

Description/Outline of Tenant's Designated Parking Area

1. The lot commonly referred to as 820 S. 1st Street, Las Vegas, NV 89101

EXHIBIT "D"

Rules and Regulations

1. Landlord will furnish Tenant with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys requested by Tenant. Tenant shall not have any keys made for the Premises and shall not alter any lock or install any new or additional lock or bolt on any door in the Premises without the prior written approval of Landlord. Upon the expiration or termination of Tenant's tenancy, Tenant shall deliver to Landlord all keys in its possession for all locks and bolts in the Premises.

2. Tenant shall refer all of its contractors, contractors' representatives, and installation technicians rendering any service on or to the Premises to Landlord for Landlord's approval and supervision prior to such third parties' performance of any work in the Premises, including, but not limited to installation of telephones, electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment, or any other portion of the Premises.

3. Tenant shall not at any time allow any part of the Premises to be occupied as sleeping or lodging quarters.

4. No birds, fowl, or other animals shall be bought into or kept in or about the Premises.

5. None of the entries, passages, doors, stairways, or vestibules of the Premises shall be block or obstructed, nor shall any rubbish, litter, trash, or materials of any nature be placed, emptied, or thrown into such areas, nor shall such areas be used at any time except for ingress and egress by Tenant or its agents, employees, or invitees.

6. No person shall waste water by interfering with the faucets in the Premises or otherwise.

7. No person shall disturb the occupants of the Industrial Park by the use of any musical instrument, by playing radios or other sound-producing equipment at an unreasonably high volume, by making of unseemly noises, or by any reasonable use.

8. Tenant shall provide its own dumpster for trash storage and removal. Tenant shall not leave or store any materials, litter, or trash on the Common Areas, including on the Parking Areas. Landlord shall have the right to approve the type of dumpster utilized by Tenant.

9. Tenant shall not use or permit the use by its employees, agents, or invitees of the Parking Areas or of any loading dock areas for the overnight storage of parking of automobiles or other vehicles which would interfere with maintenance, traffic flow, emergency vehicles, or other necessary activities or functions. Landlord shall have the right to tow away any vehicle belonging to Tenant or its agents, employees, or invitees which is improperly parked and which Tenant fails to remove after written or oral notice from Landlord.

10. No sign, advertisement, or lettering shall be painted, affixed, or exposed on the windows, doors, or exterior surfaces of the Premises except as specifically permitted in writing by Landlord.

11. Landlord will not be responsible for lost or stolen personal property, equipment, money, or jewelry from the Premises, regardless whether or not loss occurs when an area is locked against entry.

12. Tenant shall be responsible for any damage to paving caused by the parking, movement, or loading of trailers or trucks.

13. It is Landlord's desire to maintain in the Property the highest standard of dignity and good taste, consistent with the comfort and convenience for Tenant and the other occupants. Any action or condition not meeting with this standard should be reported to Landlord. Tenant's cooperation will be beneficial and sincerely appreciated.

ADDENDUM TO THE INDUSTRIAL NET LEASE AGREEMENT BETWEEN
DEERPORT COMPANY, L.L.C., LANDLORD and FACILITEQ BUSINESS
INTERIORS, INC., TENANT,

Dated Feb. 15, 2007.

The Tenant will have a right of first refusal to purchase the Property upon price and terms to be established by the Landlord, in the Landlord's sole judgment. Upon Tenant's refusal of the Landlord's price and terms for sale of the Property, said right shall terminate and shall not renew upon any condition, except for express written agreement by the parties to the contrary. Landlord may, in its sole judgment, accept a different price and terms from a third party, resulting from subsequent marketing and/ or negotiations for sale, without re-offer to Tenant. No option in favor of Tenant is created by this right of first refusal.

In the event that Tenant purchases the property from the Landlord, and a sale of the property takes place between the parties; compensation to Tom Moler Realty is to be five percent (5%) of the final sales price. Brokerage fee is to be paid in cash from Seller's proceeds through escrow, upon close of escrow. Receipt of lease commissions by Tom Moler Realty is to be credited against commission earned resulting from a sale of the property, in the event a sale takes place between the parties. Tom Moler Realty is to be the sole recipient of this brokerage fee in this transaction.

This document has been prepared for both the Tenant and Landlord, with their respective attorneys, for approval of the parties and by their respective attorneys. Broker has made no representation as to the legal sufficiency of this document, or the transaction to which it relates.

Agreed and Accepted

LANDLORD DEERPORT COMPANY, L.L.C.,
a Nevada limited liability company

By [Signature]
Its _____

Date 2/15/07

TENANT FACILITEQ BUSINESS INTERIORS, INC.
a Nevada Corporation

By [Signature]
Its President

Date 2/15/07

[Signature] Initials [Signature] Initials

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-410-002, 139-34-410-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DEERPORT COMPANY, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

FACILITEQ CVIP AGREEMENT
(821 South Main Street)

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Facade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A

...
...
...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this
____ day of _____, _____.

OWNER

DEERPORT COMPANY, LLC

By: _____
ALLEN TSAI – Manager
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by ALLEN TSAI as MANAGER OF DEERPORT COMPANY, LLC.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK TWO (2) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

- 1 Amount of Purchase Price: \$34,000.00 (Maximum)
2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year: \$34,000.00

Anytime during second year: \$27,200.00

Anytime during third year: \$20,400.00

Anytime during fourth year: \$13,600.00

Anytime during fifth year: \$6,800.00

After five full years from recordation
of the Façade Easement Deed: \$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-410-002, 139-34-410-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO.

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____,
between DEERPORT COMPANY, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 824 SOUTH MAIN STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-410—002 & 139-34-410-003; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face adjoining the west Las Vegas Boulevard South right-of-way and the westerly and southerly boundaries as described in "Attachment 1 – Legal Description of the Property" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Façade Easement dated _____
_____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
 - c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.
5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.
6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the

Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: DEERPORT COMPANY, LLC
323 Main Street
Alhambra, CA 91801
Attn: Allen Tsai

TENANT: Faciliteq Business Interiors, Inc..
817 South Main Street
Las Vegas, NV 89101
Quentin Abramo, Owner

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

- c) This writing contains a full, final and exclusive statement of the agreement of the parties.
 - d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.
10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.
- This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.
11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above

By: _____
Name. ALLEN TSAI
Title: MANAGER

Date: _____

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
OSCAR B. GOODMAN
CHAIRMAN

Date. _____

ATTEST:

BEVERLY K BRIDGES, CMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency

Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by ALLEN TSAI as MANAGER OF DEERPORT COMPANY, LLC.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK TWO (2) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Repair Parking Lot, add Slurry Coat	\$5,000.00
2. Install Lights in Parking Lot and front of building	\$2,900.00
3. Install Sign on Main St side of building	\$7,000.00
4. Repair West Side of building and Stucco Finish	\$7,600.00
5. Install new glass windows and storefront door	\$6,600.00
6. Prep and Paint exterior of the building	\$7,200.00
7. Frame in above entry door and seal	\$5,900.00
8. Install down spout on West side of building	\$1,000.00
9. Repair existing roof, seal and coat	\$6,100.00
10. Repair/Replace existing fence at west side (block w/metal)	\$9,700.00
11. Install wall caps on the west side of the building	\$1,500.00
12. Install new fence on the east, north and south sides of property	\$7,500.00
TOTAL ESTIMATED PROJECT COSTS	\$68,000.00
20% Contingency	\$13,600.00
TOTAL	\$81,600.00
 Estimated CVIP Grant	 \$34,000.00
plus Contingency	\$6,800.00
Maximum Reimbursement for CVIP Grant	\$40,800.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 90 days after approval of Agreement and should be complete within 60 – 180 days, depending on contractor's work schedule/work load.

VIP Disclosure of Ownership/Principals

ATTACHMENT 6
Disclosure of Principals

Please Print Legibly

Business - Page 1 of 2

VIP Contracting Entity Information

Name TEQ GROUP / CS FACILITED
Mailing Address (CURRENT) 817 S. MAIN STREET
Business Phone 702.795.8833
Tax ID or Social Security Number 86-0912720

Type of Business

Sole Proprietor ~~/~~ Partnership _____ Limited Liability Company _____ Corporation X

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
QUENTIN ABZANO		
PRESIDENT	817 S. MAIN STREET	702.795.8833

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY



VIP Disclosure of Ownership/Principals

Please Print Legibly

Business - Page 2 of 2

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document N/A

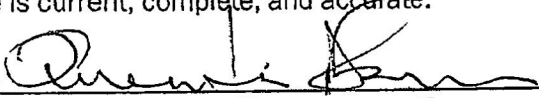
Date of Attached Document N/A

Number of Pages N/A

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature



Date

January 8, 2008

State of Nevada

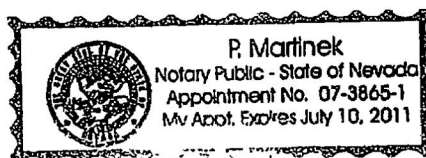
County of Clark

This instrument was acknowledged before me on

JANUARY 8, 2008 (date) by

QUENTIN ARAMCO (name of person)

Notary Public



CITY OF LAS VEGAS REDEVELOPMENT AGENCY





- e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. CA (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. CA (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 8 day of January, 2008.

Authorized Signature: Queenie Dan

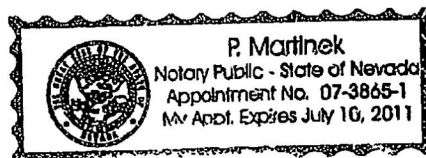
SIGNED AND SWORN TO before

me this 8TH day of JAN, 2008, by P. Martinek

NOTARY PUBLIC

My Commission Expires:

7/10/11



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting
March 19, 2008

Title of Project: Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Deerport Company, LLC (Property Owner) and Faciliteq Business Interiors, Inc. (CVIP Participant & Tenant) (820-821 South Main Street)

Project Description: Exterior renovations to an existing building and parking lot.

Sponsor/Developer: Faciliteq Business Interiors, Inc. (CVIP Participant and Tenant)

Assistance Provided by: Redevelopment Agency. Total project cost is approximately \$64,000.00. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the CVIP applicant up to a maximum of \$32,000.00, plus a 20% contingency (if necessary) for exterior improvements to the building. Maximum reimbursement will not exceed \$40,800.00. Agency will also record a Façade Easement and Building Maintenance Agreement against the property for a period of five (5) years, from date of completion of project.

Number of Direct Jobs Created: Five (5) Full time jobs and five (5) contract jobs will be created. These positions are relocating to this new location from North Las Vegas.

Number of Indirect Jobs Created: Based on the Economic Impact Model, an additional 7 jobs will be created.

Number of Direct Jobs Retained: Not Applicable

Pertinent Statutes Used for Public Purpose

In accordance with NRS 279.486, the CVIP applicant has submitted a signed and notarized Participant Affidavit and Employment Plan which states that without the Redevelopment Agency's assistance, the proposed project would not be completed to a level that would be beneficial to the redevelopment area and the surrounding neighborhood. Any potential job creation opportunities will be advertised within the surrounding neighborhoods for qualified applicants.

How Does the Project Benefit the Public:

TeqGroup C/S (a company affiliated with Faciliteq and owned by the CVIP applicant) will be using the location for the relocation of it's office from North Las Vegas to downtown Las Vegas. The owner of Faciliteq and TeqGroup has made an investment in excess of \$2 million dollars in the adjoining property (purchase \$825,000 and \$1.5 million in exterior and interior renovations) and is consolidating the other business in one location in downtown Las Vegas. The surrounding

neighborhood consists of vacant and boarded up storefronts and vacant land.

This project is located just north of the Arts District and south of the Forest City/Live Work project, which the City and Redevelopment Agency are focusing financial and staff resources to the continued development of this area as a cultural arts destination for local residents and visitors to downtown Las Vegas and possibly a new civic center consisting of a new City Hall and offices for the Regional Transportation Center. As the Arts District grows and the Forest City/Live Work project progresses, a renewed interest by property owners and business owners to renovate their property or expand their business will increase.

This project will help stabilize and increase positive economic activity within the surrounding neighborhood. Facilitiq has a quality design, encourages the creation of new business and/or appropriate development, and creates jobs or other business opportunities for nearby residents and increases local revenues from desirable sources.

Quantitative Economic Benefits

Sixty-four Thousand dollars (\$64,000.00) is being fed into the local economy through the employment of qualified contractors for the rehabilitation of the new building. Five (5) full-time and five (5) contract jobs will be created. The economic benefit, via wages, comes out to \$30,000/month, or **\$360,000 per year** at this location. Jobs would be semi-skilled, i.e. construction oriented/furniture installation

Additionally, the amount of tax increment the Agency will receive will increase. The Net Present Value of the tax increment, over the next twenty (20) years, is estimated at **\$54,805.00**.

Private Investment:

Applicant will be funding this project cost of approximately \$64,000.00 through cash on hand.

Public Investment:

The CVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements. For this project, the public investment will be \$34,000. The Return on Investment for the increase in tax increment is **38%**, or 2% per year for 20 years.

Total Direct Economic Impact:

Total Wages adjusted 2.5% annually, for 20 years = **\$9,196,077.00**
Total Tax Increment received over 20 years = **\$54,805.00**
Total Direct Economic Impact = \$9,250,882.00 (Total Wages + Total Tax Increment over 20 years)

Total Indirect Economic Impact:

7 indirect jobs with approximately \$94,000/year monetary impact. Over 20 years, this totals \$1,880,000.

Economic Impact Study Performed

Yes ☒

No ☐

Return on Investment Analysis Performed:

Yes ☒

No ☐

This is an aerial map of a residential neighborhood, likely in the 139000 area. The map shows numerous property parcels, each labeled with a unique parcel number. A callout box with the text "SUBJECT PROPERTY" points to parcel 13934410002. The map includes street names such as GASS, HOOPER, and COMMERCIAL. A scale bar at the bottom left indicates a distance of 200 feet. The map also shows various lot dimensions and street widths.

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this 19th day of MARCH, 2008, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and DEERPORT COMPANY, LLC ("Owner") and FACILITEQ BUSINESS INTERIORS, INC ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **\$34,000.00**, plus a twenty percent (20%) contingency for cost overruns pertaining to the qualified exterior improvements and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference.

Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2. PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of thirty-four thousand dollars (\$34,000.00), plus a twenty percent (20%) contingency for cost overruns pertaining to "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.
- b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".
- c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or

Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

- e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".
- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions.

- a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option
- b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 90 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and

other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted

SECTION 7: DESIGN REVIEW COMMITTEE For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9. FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following.

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor, or

7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Tenant or any principal member of Tenant. Throughout the term hereof, Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the

existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

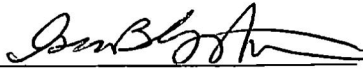
SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT This Agreement has been approved on MARCH 19, 2008 by the Las Vegas Redevelopment Agency The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date")

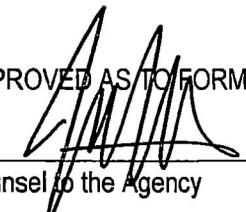
Date of Agency Approval.

MARCH 19, 2008

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

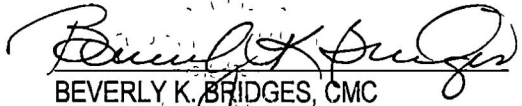
By: 
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM

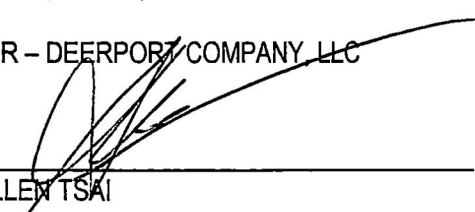

Counsel to the Agency

3/04/08
Date

ATTEST.


BEVERLY K. BRIDGES, CMC
Secretary

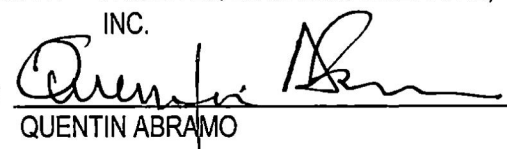
OWNER – DEERPORT COMPANY, LLC

By: 

ALLEN TSAI

Its: MANAGER

TENANT – FACILITEQ BUSINESS INTERIORS,
INC.

By: 

QUENTIN ABRAMO

Its: PRESIDENT

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK TWO (2) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

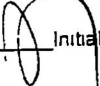
ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

COPY

INDUSTRIAL NET LEASE TABLE OF CONTENTS

1. BASIC TERMS.....	2
Section 1.1 Date of Lease.....	2
Section 1.2 Landlord.....	2
Section 1.3 Tenant.....	2
Section 1.4 The Leased Premises.....	2
Section 1.5 Lease Term.....	3
Section 1.6 Initial Security Deposit.....	3
Section 1.7 Rental.....	3
Section 1.8 Use.....	3
Section 1.9 Common Areas.....	3
Section 1.10 Tenant's Proportionate Share.....	4
Section 1.11 Tenant Improvements.....	4
2. LEASE TERM.....	4
Section 2.1 Lease of Premises for Lease Term.....	4
Section 2.2 Delay in Possession.....	4
Section 2.3 Holdover by Tenant.....	4
3. RENT.....	5
Section 3.1 Fixed Rent.....	5
Section 3.2 Increase in Monthly Rental.....	6
Section 3.3 Security Deposit.....	6
4. OTHER CHARGES PAYABLE BY TENANT.....	7
Section 4.1 Additional Rent.....	7
Section 4.2 Taxes.....	7
Section 4.3 Utilities.....	7
Section 4.4 Garbage Collection.....	8
Section 4.5 Insurance.....	8
Section 4.6 Increased Insurance Risk.....	9
Section 4.7 Late Charges.....	9
Section 4.8 Interest.....	10
5. USE OF PREMISES.....	10
Section 5.1 Authorized Uses.....	10
Section 5.2 Hazardous Materials.....	10
Section 5.3 Waste; Nuisance; Compliance with Law.....	10
Section 5.4 Right of Entry by Landlord.....	11
Section 5.5 Outside Storage.....	11
Section 5.6 Signs.....	11
Section 5.7 Exterior Lights.....	12
Section 5.8 Indemnity.....	12
Section 5.9 Quiet Possession.....	12
Section 5.10 Parking.....	12
6. CONDITION OF PREMISES; MAINTENANCE; REPAIR; ALTERATIONS.....	13

 Initials  Initials

Section 6.1 Condition on Commencement Date.....	13
Section 6.2 Tenant's Obligations.....	13
Section 6.3 Alterations by Tenant.....	14
Section 6.4 Liens.....	14
Section 6.5 Surrender of Premises.....	15
7. DAMAGE OR DESTRUCTION; CONDEMNATION.....	15
Section 7.1 Damage or Destruction of Premises.....	15
Section 7.2 Condemnation.....	16
8. ASSIGNMENT AND SUBLETTING.....	17
Section 8.1 Landlord's Consent.....	17
Section 8.2 Increased Rent upon Subletting.....	17
Section 8.3 Tenant's Continuing Liability.....	17
Section 8.4 Tenant's Affiliates.....	18
Section 8.5 Covenants Binding on Assignees.....	18
9. DEFAULT; REMEDIES.....	18
Section 9.1 Events of Default.....	18
Section 9.2 Landlord Remedies.....	19
Section 9.3 No Election of Remedies; No Waiver.....	20
10. LANDLORD'S LENDERS.....	21
Section 10.1 Subordination of Lease.....	21
Section 10.2 Estoppel Certificates.....	21
Section 10.3 Tenant's Failure to Provide Information.....	22
11. MISCELLANEOUS PROVISIONS.....	22
Section 11.1 Attorneys' Fees And Costs.....	22
Section 11.2 Limitation on Landlord's Liability.....	22
Section 11.3 Square Footage.....	22
Section 11.4 Severability.....	23
Section 11.5 Right to Relocate.....	23
Section 11.6 Rules and Regulations.....	23
Section 11.7 Notices.....	23
Section 11.8 Governing Law; Binding Effect; Construction of Lease.....	24
Section 11.9 Entire Agreement.....	24
Section 11.10 Waiver.....	24
Section 11.11 Counterparts.....	24
Section 11.12 Security.....	25
Section 11.13 Survival.....	25
Section 11.14 Authority.....	25
Section 11.15 Broker Fees.....	25
Section 11.16 Time.....	25
EXHIBIT "A".....	26
EXHIBIT "B".....	26
EXHIBIT "C".....	26
EXHIBIT "D".....	26
ADDENDUM Tenant's First Right of Refusal to Purchase Property.....	28

INDUSTRIAL NET LEASE

1. BASIC TERMS. This Article 1 contains the basic terms of this Lease between the Landlord and Tenant (as hereinafter defined). The other articles and paragraphs of the Lease referred to in this Article 1 explain and define the basic terms set forth in this Article 1, and are to be read in conjunction with the basic terms.

Section 1.1 Date of Lease:

Feb. 15, 2007. This date is for reference purposes only

Section 1.2 Landlord:

DEERPORT COMPANY, L.L.C., a Nevada Limited Liability Company, whose address is 821 S. Main Street, Las Vegas, Nevada 89101. The mailing address for Deerport Company, L.L.C., is 323 Main Street, Alhambra, CA 91801.

Section 1.3 Tenant:

Faciliteq Business Interiors, Inc., a Nevada Corporation, whose address is 815 S. Main Street, Las Vegas, Nevada 89101.

Section 1.4 The Leased Premises.

The Premises leased hereby, consisting of 4,040 sq. ft. of that certain warehouse/ office space located in Las Vegas, Nevada, is designated the "Premises" or the "Leased Premises". The Premises, together with the building and associated land containing the Premises, and all other buildings and improvements owned by Landlord, located at the street address of 821 S. Main Street & 820 S. 1st Street, Las Vegas, Nevada, 89101 shall be collectively designated the "Distribution Center". The Premises, the square footage included in the Premises, the improvements thereon, and the Distribution Center are more fully described and/or depicted on Exhibit "A" attached hereto and incorporated herein by reference.

Section 1.5 Lease Term.

The term of this Lease is for a period of 2 year(s) and 1/2 month(s), commencing on the 15th day of February, 2007 (the "Commencement Date"), and terminating on the 31st day of March, 2009 (the "Expiration Date"), unless terminated or extended as provided in this Lease. Tenant shall have the option of renewing the lease for two additional 2 year periods, by providing the Landlord written notice to do so, not less than 120 days, and prior to expiration of the lease term.

Section 1.6 Initial Security Deposit.

\$5,000.00 which shall be payable upon execution of this lease, and will not bear interest in favor of Tenant.

Section 1.7 Rental.

The initial monthly rent shall be \$5,000.00 per month, subject to a credit of \$16,292.50 to offset tenant's tenant improvement expenditure. The adjusted monthly rent for the first 24 and 1/2 month term of the lease shall be \$4,335.00. Said adjusted rent reflects the credit above described, amortized over the initial term of the lease. There will be periodic increases at each 24 month option renewal period, as more fully described in Article 3 hereof. One and one half months of rent is to be prepaid before move in the amount of \$6,502.50 Further, there will be two months rent forgiven, in the amount of \$8,670.00, to allow Tenant to build out Tenant Improvements.

Section 1.8 Use.

Tenant shall use the Premises only for office and shop space, warehouse and parking, and for purposes ordinarily incidental to such use, only as permissible under applicable law, and for no other purpose. Tenant's use of the Premises is further defined and limited under Article 5 hereof.

Section 1.9 Common Areas.

Common Area shall be defined as all areas and facilities outside the Premises and within the exterior boundaries of the premises that are provided and designated by Landlord for

the non-exclusive use of Landlord, Tenant and other tenants of the surrounding buildings and their respective employees, agents, customers and invitees. Common Areas may include, but are not limited to: all parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, corridors, landscaped areas, and any restrooms used in common by tenants. Tenant shall be deemed to have a revocable license, during the Term of this Lease, for the use of the Common Areas.

Section 1.10 Tenant's Proportionate Share.

Tenant's proportionate share of the Operating Expenses, as defined and outlined in Section 4.1 hereof, shall be 100%. Such proportionate share shall be adjusted on or before the first day of each calendar year. Such share is a fraction, the numerator of which is the number of square feet of the Premises, and the denominator of which is the gross square footage of total leaseable space in their building.

Section 1.11 Tenant Improvements.

Tenant Improvements to be performed in the Premises, if any, will be performed in accordance with the terms and provisions set forth on Exhibit "B" hereto. Thereafter during the term of this Lease, Landlord will have no obligation to alter, change, or otherwise improve the Premises.

2. LEASE TERM

Section 2.1 Lease of Premises for Lease Term.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term (as defined in Section 1.5 above).

Section 2.2 Delay in Possession.

Landlord will use its best reasonable efforts to deliver possession of the Premises to Tenant on the Commencement Date. If Landlord is unable to deliver possession as agreed, Landlord shall not be subject to any liability therefore, including without limitation any consequential damages suffered by Tenant, nor shall such failure affect the validity of this Lease, except that Tenant shall not be required to pay Rent until Landlord delivers possession of the Premises.

Section 2.3 Holdover by Tenant

Should Tenant remain in possession of the Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only. Tenant shall pay in advance as monthly rental a sum equal to one and one-half (1-1/2) times the monthly rental paid to Landlord during the last month of the term of this Lease. Tenant's month-to-month tenancy shall otherwise be on the same terms and conditions as herein provided, except as to any provisions relating to renewals and extensions, and except that Tenant may also be evicted from the Premises in the manner provided in the statutes of the State of Nevada for month-to-month tenancies.

3. RENT

Section 3.1 Fixed Rent.

Tenant agrees to pay as rental to Landlord at Landlord's address set forth in Section 11.7 hereof, or at such other place as Landlord may from time to time designate in writing, the following specified monthly amounts for the Premises, which amounts are calculated at the following listed rates per month. The rental amounts specified by this paragraph are subject to increases, as set forth in Section 3.2 of this Lease.

Rent Schedule

Access To Property:	February 1, 2007	
Rent Credit Allowance:	February 15, 2007 – April 15, 2007	\$8,670.00
Commencement of Rent:	April 16, 2007	
Rent Paid Prior to Move In:		\$6,502.50
First Rent Payment Due:	June 1, 2007	\$4,335.00
Adjusted Rent Total for First 24 and ½ Month Lease Period:		\$97,537.50

The monthly fixed rental reserved under this Article is due and payable in lawful money of the United States of America, in advance, without any prior demand therefore and without any deduction or set-off whatsoever, upon the first day of each calendar month during the term of this Lease. No payment by Tenant of any lesser amount than the full rent or other sum payable to Landlord under the terms hereof shall be deemed to be other than payment on account of the earliest said rent or other sum then due and payable. No endorsement or statement on any check or any letter accompanying any check or payment from Tenant to Landlord hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy in this Lease or by law provided.

The monthly fixed rental is subject to increase, as provided in Section 3.2 below. Upon said increases taking effect, Tenant shall pay such fixed monthly rent and increased rental, without any statement or demand by Landlord upon the same day and upon the same conditions, terms and covenants as provided in this Paragraph for the monthly fixed rental.

Section 3.2 Increase in Monthly Rental.

The fixed rent provided in Section 3.1 herein shall be increased 6% every two years during the term of this Lease, effective on the first day of March, based on the amount of \$5,000, the monthly unadjusted basis rent for the initial 24 and ½ month lease period. Such increased rental shall be due and payable without statement or demand and upon the same conditions, terms and covenants in this Lease.

Years Three and Four Rent: \$ 5,300.00 Monthly (if required)	\$127,200.00
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Years Five and Six Rent: \$ 5,618.00 Monthly (if required)	\$134,832.00
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Section 3.3 Security Deposit.

Tenant has, contemporaneously with the execution of this Lease, deposited with the Landlord the amount set forth in Section 1.6 hereof, receipt of which is hereby acknowledged by Landlord. This sum shall be held by Landlord as security for the faithful performance by Tenant of the terms, conditions and covenants of this Lease during the term hereof. Tenant agrees that should it default in any rental payment or other payment to Landlord due hereunder, Landlord may apply the security deposit, or any portion thereof, to said unpaid payment. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of rent or other sums, as provided in this paragraph, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in lawful money of the United States of America to restore said security to the original amount of the security deposit, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default under this Lease. Should Tenant comply with all of the terms, conditions and covenants of this Lease, promptly pay all rental and other amounts when due hereunder, and leave the Premises at the end of the term hereof in good condition, subject to reasonable wear and tear, then the security deposit shall be returned in full to Tenant at the end of the term of this Lease. Landlord shall have the right to maintain the security deposit separate and apart from Landlord's general funds or may commingle the security deposit with Landlord's other funds. Landlord shall not be required to pay Tenant any interest on the security deposit. Should Landlord convey its interest in the Premises to any party during the Term of this Lease, Landlord shall transfer the deposit to

Landlord's successor in interest, and Landlord shall have no further liability with respect to return of such deposit.

4. OTHER CHARGES PAYABLE BY TENANT

Section 4.1 Additional Rent.

All charges payable by Tenant other than Rent and the Security Deposit set forth in Article 3 above shall be "Additional Rent." Tenant shall pay all Additional Rent as and when due, as more fully set forth in this Article 4. Tenant shall pay Tenant's pro rata share of all, insurance and all utilities, as set forth in Sections 4.2, 4.3, 4.5.3, 4.5.4, and 4.5.5 below. The amounts due under this Section 4.1 shall be designated as "Operating Expenses".

The Operating Expenses due and payable by Tenant under this Section 4.1 (the "Tenant's Operating Expenses") are payable directly to the vendor providing the service.

Section 4.2 Taxes.

Tenant agrees to pay Landlord reimbursement for any and all real property taxes assessed or levied by any governmental agency against the property, or any part thereof, during the term of this Lease.

For purposes of this Paragraph, real property taxes include all assessments and other governmental levies, ordinary and extraordinary, foreseen and unforeseen, which are assessed or imposed upon the Premises or become payable during the term of this Lease. Tenant shall pay any and all sales, use or personal property taxes incurred in connection with or reasonably attributable to Tenant's use of the Premises, including without limiting the generality of the foregoing, the cost or value of Tenant's equipment, furniture, fixtures and other personal property on the Premises or Tenant's business conducted thereon.

Section 4.3 Utilities. 4.3.1 Tenant shall pay when due all charges for heat, gas, electricity, telephone, water, and sewer and other utilities or assessments separately metered and used or consumed on the Premises. Tenant shall make such payments directly to the utility service provider supplying said utilities.

~~4.3.2 In the event charges for heat, gas, electricity, telephone and other utilities or assessments are not separately metered, then Tenant shall pay its pro rata share for all such charges in the manner provided under Section 4.1, above.~~

In the event any utility service to the Premises is interrupted or discontinued for any reason whatsoever, Landlord shall not be liable therefore to Tenant and such interruption or discontinuation shall not be deemed to be an eviction or interference with Tenant's use or occupancy of the Premises.

Section 4.4 Garbage Collection.

Cost of garbage collection shall be borne by Tenant. Arrangement for such service shall be made by Tenant, subject to the approval of Landlord.

Section 4.5 Insurance. 4.5.1 Tenant shall purchase and maintain such insurance complying with the laws of the State of Nevada as will protect it from claims under Workers Compensation Acts, and any other employee benefit acts.

4.5.2 Tenant shall purchase and maintain comprehensive public liability insurance indemnifying Landlord and Tenant against all claims and demands for injury to or death of persons or damage to property that may be claimed to have occurred upon the Premises, or arising out of Tenant's operations or use of the Premises. Tenant shall name Landlord as an additional insured under such policy. The policy limits for Tenant's insurance on property damage or personal injury shall not be less than the following amounts: Bodily injury or death: \$2,000,000.00, and property damage: \$1,000,000.00. Tenant shall provide evidence from the insurance company of such insurance stating the policy limits, and affirmatively stating that the policy cannot be canceled or reduced in coverage without ten (10) days' prior written notice to Landlord. In the event Tenant fails to purchase and/or maintain the insurance required under this Section 4.5, in addition to such being an Event of Default under Section 9.1 hereof, Tenant shall be liable for any and all damage occasioned by any such insurable loss that would otherwise have been covered under the insurance policy required hereunder, whether incurred by Landlord, Tenant, or other party. Alternatively, Landlord may, at its sole election, place said insurance on behalf of Tenant and collect costs of said insurance as Additional Rent under section 4 of this lease, nonpayment of which shall be an Event of Default under Section 9 of this Lease.

4.5.3 During the Lease Term, Landlord may, at its option, maintain standard form or extended coverage insurance covering loss of or damage to the Premises and/or the building. Such policy may include protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils, which Landlord deems reasonably necessary, including flood and earthquake insurance. Landlord will not obtain insurance for Tenant's fixtures or equipment or for improvements installed by Tenant on the Property. Landlord may also, at its option, maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus

estimated real property taxes and insurance premiums. Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

4.5.4 Landlord, at its option, may purchase and maintain insurance on the Premises or otherwise to protect Landlord from claims arising out of Tenant's use of the Premises or operations under this Lease. Any such insurance purchased and maintained by Landlord shall inure to the benefit and protection of Landlord only, and not to Tenant.

4.5.5 Tenant shall pay to Landlord any property insurance premiums allocable to the Leased Premises for any year during the term of this Lease. The premium will be allocated to the Leased Premises based on the square footage that is the subject of this Lease as a percentage of the total net leaseable square footage in the building. In the event Landlord elects to purchase such insurance at a time other than the first of any calendar year, Landlord will provide Tenant with a statement of the premium as furnished by the insurance carrier, together with a computation of the amount due and owing by Tenant for the partial year. Within thirty (30) days thereafter Tenant shall pay Landlord the insurance premium set forth in the computation. Thereafter, the premium for said insurance shall be included as part of the Tenant Expenses, as more fully described under Section 4.1 hereof. Tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained on the Leased Premises pursuant to this section 4.5.

4.5.6 If this lease is terminated at other than the end of a calendar year, all amounts payable by Tenant to Landlord under the provisions of this paragraph shall be prorated on the basis of a 360-day year, 30 days allocated to each month.

Section 4.6 Increased Insurance Risk.

Tenant will not permit the Premises to be used for any purpose which would render void or cause cancellation of any insurance policy covering the Premises. If Landlord's insurance rates are increased during Tenant's occupancy, Tenant agrees to reimburse Landlord for such increased insurance costs over those in effect prior to Tenant's occupancy. In the event Landlord's insurance is canceled because of a change in Tenant's use of the Premises, Tenant agrees to indemnify Landlord and hold it harmless for any loss or damage to the Premises occurring before reinstatement or replacement of Landlord's insurance.

Section 4.7 Late Charges.

Should Tenant fail to pay any rental payment within five (5) days from the date it is due, Landlord shall charge, and Tenant shall pay, a late charge equal to five percent (5%) of

the delinquent Rent. The parties agree that such late charge represents a fair and reasonable estimate of Landlord's costs occasioned by such late payment.

Section 4.8 Interest.

In addition to any applicable late charges, as set forth in Section 4.6 hereof, should Tenant fail to pay any rent or Additional Rent when due, and said failure shall continue for thirty (30) days, any amounts so owing shall bear interest at the rate of eighteen percent (18%) per annum, from the date due until paid. Notwithstanding anything provided under Section 4.7 hereof and this Section 4.8, Landlord shall have all legal remedies, in addition to all remedies provided by this Lease, available for the enforcement of payment of rent hereunder. In the event Landlord resorts to court action to enforce Tenant's obligation to pay Rent hereunder, Landlord shall be entitled post-judgment to continue to assess and collect interest at the rate of one and one-half percent (1.5%) per month.

5. USE OF PREMISES

Section 5.1 Authorized Uses.

Tenant shall use the Premises only for the use described in Section 1.8 above, and for purposes ordinarily incidental to such use.

Section 5.2 Hazardous Materials.

Tenant agrees not to keep, use or permit to be kept or used on the Leased Premises, without the express written consent of Landlord, any flammable fluids, explosives, or any "hazardous substance," "solid waste," or "hazardous waste," as said terms are defined in all applicable federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, but not limited to, 42 U.S.C. Section 9601, et seq. (The Comprehensive Environmental Response, Compensation and Liability Act, or CERCLA), 42 U.S.C. Section 7401 et seq. (The Clean Water Act), 42 U.S.C. Section 6901, et seq. (The Resource Conservation and Recovery Act ("RCRA")), 33 U.S.C. Section 1251, et seq. (The Clean Water Act), and 40 C.F.R. 261.1 et. seq. (RCRA Identification and Listing of Hazardous Waste), and any amendments thereto or rules or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant may keep and use small amounts of items or substances used in the ordinary course of business, including cleaning solvents, copy machine supplies, engine maintenance supplies, and other similar substances.

Section 5.3 Waste; Nuisance; Compliance with Law.

Tenant shall not commit any waste upon the Premises and shall not conduct or allow any business, activity, or thing on the Premises which is or becomes unlawful, prohibited, or a nuisance, or which may be an annoyance or cause damage to Landlord or other lessees, occupants, or users of the Distribution Center. Tenant shall at its own expense comply with and abide by all laws, ordinances, regulations, and directives of all municipal, county, state, and federal authorities which are now in force or which may hereafter become effective or be issued with respect to the condition, use, or occupancy of the Premises.

Section 5.4 Right of Entry by Landlord.

Upon reasonable notice given by Landlord to Tenant, Tenant hereby agrees to permit inspection of the Premises during reasonable business hours by Landlord or its agents or representatives for the purpose of (1) ascertaining the condition of the Premises at least annually, (2) making such repairs as may be required by Landlord under the terms of this Lease, and (3) for such other purposes as from time to time may be reasonable. During the period that commences sixty (60) days prior to the Expiration Date, Landlord or its agents or representatives may enter the Premises at any reasonable time during business hours to show the Premises to prospective tenants. During such sixty (60) day period, Landlord may also erect a sign or suitable notice indicating that the Premises are for lease or sale.

Section 5.5 Outside Storage.

Other than self-propelled vehicles, nothing may be stored outside of a building which is part of the Premises without written consent of Landlord.

Section 5.6 Signs.

Tenant may place suitable signs on the Leased Premises for the purpose of identifying the business and indicating the nature of the business carried on by Tenant in the Premises; provided, however, that such signs shall be approved by the Lessor in writing prior to their erection and shall not damage the Leased Premises in any manner. On or prior to the Expiration Date, or other termination of this Lease as provided herein, Tenant shall remove any signs Tenant has placed on the Premises and shall restore the sign location to its original condition.

Section 5.7 Exterior Lights.

The lights affixed to the exterior of any building that is a part of the building and/or the Premises are operated by Landlord.

Section 5.8 Indemnity. 5.8.1 Tenant shall indemnify and hold Landlord harmless against any expense, loss or liability paid, suffered or incurred as the result of any breach of this Lease by the Tenant, or caused by the acts of Tenant's agents, invitees, servants, employees, contractors, customers, visitors or licensees, or as the result of Tenant's use or occupancy of the Premises, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, invitees, servants, employees, contractors, customers, visitors or licensees. Tenant's liability under this Lease extends to the acts and omissions of any assignee or subtenant and any agent, invitee, servant, customer, employee, contractor, visitor or licensee of any such assignee or subtenant.

5.8.2 Tenant agrees to indemnify and hold Landlord harmless from all claims of injury to persons from any cause whatsoever, except gross negligence of Landlord, arising out of the Tenant's occupancy and use of the Premises during the term of this Lease, or any extension thereof, or any other holdover occupancy.

5.8.3 Tenant agrees to indemnify and hold Landlord harmless from any and all claims of any kind or nature relating to personal property of Tenant or others arising from Tenant's occupancy and use of the Premises, and Tenant hereby waives all claims against Landlord for damage to its goods, wares and merchandise and any and all other property including loss of use of the Premises due to any cause whatsoever, except gross negligence of Landlord, during the term of this Lease or any extension thereof or any other holdover occupancy.

Section 5.9 Quiet Possession.

If Tenant pays the rent and Additional Rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Premises without interference by Landlord for the full Lease Term, subject to the provisions of this Lease.

Section 5.10 Parking.

Tenant shall be entitled to use those certain parking spaces or areas in the property as specifically set forth on Exhibit "C". attached hereto and by this reference made a part

hereof. Tenant shall be deemed to have a license for the use of the parking areas set forth on Exhibit "C" during the Term of this Lease.

6. CONDITION OF PREMISES; MAINTENANCE; REPAIR; ALTERATIONS

Section 6.1 Condition on Commencement Date.

Tenant has inspected the Premises and accepts them "AS IS" and to be in good condition at the Commencement Date. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant waives the benefit of any present or future law which might give Tenant the right to repair the Premises at Landlord's expense or to terminate the Lease because of the condition of the Premises.

Section 6.2 Tenant's Obligations.

Tenant's Obligations.

6.2.1 Tenant agrees to maintain the interior of the Premises, the improvements made by Landlord and/or Tenant thereto inside and outside the Premises, and the grounds and landscaping surrounding the Premises, in good condition and repair, including, without limitation: all glass, lighting fixtures, heating and air conditioning equipment, truck dock bumpers, support columns, all doors, including overhead freight doors, electrical wiring and plumbing systems. Tenant further agrees to clean and paint the interior of the Premises as often as necessary in order to maintain said Premises in a clean, attractive and sanitary condition.

6.2.2 Tenant shall keep the grounds surrounding the Premises clean, and remove therefrom all trash, rubbish, cartons or other debris.

6.2.3 Tenant agrees to pay its proportionate share for all labor and materials necessary, in Landlord's discretion, for maintenance of electrical and plumbing systems, landscaping, exterior painting, parking lot maintenance and repair, to maintain the building in a reasonable condition. Except as specifically excluded elsewhere in this Lease, Tenant accepts responsibility for any damage to the Premises and improvements thereto and to the surrounding grounds during the term of this Lease and agrees to immediately repair such damage and restore the Premises and the grounds to their predamaged condition without any notice or demand from Landlord. Should Tenant fail to maintain the Premises or fail to make any repair to the Premises and grounds as contemplated by this Paragraph, Tenant shall be deemed in default under this Lease and Landlord may, but shall not be required to, enter the Premises and perform the

maintenance or necessary repairs and submit a statement to Tenant for the cost therefore, which statement shall be promptly paid by Tenant.

6.2.4 Without prior notification or demand from Landlord, Tenant agrees to immediately replace all glass broken or damaged during the term of this Lease with glass of the same or higher quality as that broken or damaged.

Section 6.3 Alterations by Tenant.

Tenant shall pay \$24,894.50 in building improvements with verification of receipts. If tenant does not pay said amount the remaining amount will be paid to the Landlord for any difference or maintenance Landlord sees fit. Tenant may, with the specific written approval of Landlord, make such alterations, additions, installations or repairs, at its own expense, to the interior and exterior of the Premises as Tenant may require to conduct its business; provided, however, that such alterations, additions, installations or repairs may not materially alter the basic character or structure of the building or improvements or weaken the structure of the Premises in any way. Any such alterations, additions, installations or repairs must be performed in a good, workmanlike manner, and Tenant agrees that Landlord may, upon notice to Tenant, come upon the Premises to inspect such alterations, additions, installations or repairs to determine that they are being made subject to the terms of said written approval. Said written approval may include the requirement that such alterations, additions, installations or repairs be incorporated into the Premises and left therein at the termination of this Lease. Tenant shall require any contractor performing any such alterations, additions, installations or repairs to provide (i) public liability and property damage insurance meeting the requirements of Section 4.5 hereof and naming Landlord as an additional insured; and (ii) an indemnification and hold harmless agreement in favor of Landlord covering any loss, damage, claim, liability, cost or expense for injuries, death, or property damage in connection with contractor's performance of the work.

Section 6.4 Liens.

Tenant agrees not to permit any lien or judgment for monies owed to it, services rendered or materials provided in connection with work done on the Leased Premises, or any other lien to remain against the Premises for a period of more than thirty (30) days following actual discovery of the same, or following the date upon which it reasonably should have been discovered, by Tenant, whichever date comes first; provided, however, that nothing herein contained shall prevent Tenant, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation arising out of Tenant's operation of the Premises or costs of improvements by Tenant of the said Premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided by the courts, shall not be a violation of any provision of this Lease. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within the thirty (30) day period described in this

Paragraph by Tenant, Landlord may, at Landlord's option (but without any obligation to do so), pay or discharge such lien, and may likewise pay and discharge any taxes, assessments or other charges against the Premises which Tenant is obligated hereunder to pay and which may or might become a lien on said Premises. Tenant agrees to repay any sums so paid by Landlord upon demand, together with interest at the rate of eighteen percent (18%) per annum from the date Landlord makes any such payment. Landlord may also treat Tenant's failure to perform under this Paragraph as a default of this Lease.

Section 6.5 Surrender of Premises.

Tenant agrees to surrender the Premises on the Expiration Date or sooner termination of this Lease, or any extension thereof, in good condition and repair, ordinary wear and tear excepted. Upon the Expiration Date or earlier termination of this Lease and at the election of Landlord in its sole discretion, Tenant, at its expense, either shall remove any alteration, addition, or improvement to the Premises made by Tenant (other than trade fixtures) and repair all damage caused by such removal, or shall leave any such alteration, addition or improvement in place to become the property of Landlord.

7. DAMAGE OR DESTRUCTION; CONDEMNATION

Section 7.1 Damage or Destruction of Premises.

If, during the term of this Lease, the Premises, or any portion thereof, should be damaged or destroyed by fire or other casualty, Landlord shall repair, reconstruct or restore the damaged or destroyed Premises so far as it is practicable to the Premises' condition immediately prior to such damage or destruction, except as otherwise provided in this paragraph, and subject to any delay beyond Landlord's control, including, but not limited to, delays due to adjustment of insurance claims, strikes and unavailability of required materials. Tenant shall have no interest in or claims to any portion of the proceeds of any fire or other casualty or extended protection insurance carried by Landlord hereunder.

If the Premises should be damaged to an extent of twenty-five percent (25%) or more of the replacement costs of any single building constituting part or all of the Premises, then either party hereto may elect to terminate this Lease by giving written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

Tenant agrees at all times after such damage or destruction to the Premises to continue the operation of its business therein to the extent reasonably practicable; provided, however, that during the period commencing on the date of this damage or destruction and ending with the completion of Landlord's repair, reconstruction or restoration of the Premises, the monthly rental reserved under this Lease shall be proportionately abated in an amount equal to the proportion thereof, which the number of square feet in the

Premises rendered unusable by the damage or destruction bears to the total number of square feet in the Premises immediately prior to such damage or destruction. Landlord shall have no interest in or claim to any portion of the proceeds of any insurance on Tenant's personal property carried by Tenant or required on the part of Tenant to be maintained hereunder.

Tenant and Landlord hereby mutually release and waive their entire right of recovery against the other party for any and all loss or damage to the improvements, all personal property of Tenant and any installations, betterment or improvements added to the building by Tenant where such loss is occasioned, caused or incurred by, or results from, fire, flood, windstorm, hail, explosion, riot attending strike, civil disorder, acts of terrorism, aircraft or vehicle collision, smoke, vandalism and all other perils which are insurable against, whether said loss occurred or was caused by the negligence of the Tenant or Landlord, their agents, servants, employees, sublessees or concessionaires, or otherwise. Landlord and Tenant each further warrant that insurance companies insuring Landlord or Tenant shall have no rights against the other, whether by assignment, subrogation or otherwise. Willful misconduct lawfully attributable to either party shall, to the extent that said conduct contributes to loss or damage, not be excused under this Paragraph.

Section 7.2 Condemnation.

In the event any power of condemnation shall be exercised by any governmental authority or other entity empowered by law to exercise said power of condemnation against the Premises, in whole or in part, the parties agree to the terms and conditions set forth in this Section 7.2.

In the event of a taking of a portion constituting twenty-five percent (25%) or less of the Premises, Tenant may terminate this Lease by written notice to Landlord only upon a showing that such taking shall prevent its use and enjoyment of the Premises and substantially impair its ability to conduct its business thereon.

In the event of the taking of a portion constituting more than twenty-five (25%) of the Premises, Tenant may elect to terminate this lease by giving written notice to Landlord, or in lieu of exercising its right of termination, Tenant may continue in possession of that portion of the Premises not so taken, and the rent hereunder shall be abated by the proportion that the number of square feet of the building floor space taken bears to the total number of square feet of building floor space included in the Premises. If Tenant elects to continue in possession, and if any portion of any building or buildings comprising the Premises shall have been taken, Landlord shall restore such building or buildings by repairing and enclosing them to the extent necessary and possible to provide an integral and complete building suitable for the Tenant's purposes set forth herein.

Any condemnation award, whether resulting by judgment or verdict after trial or by agreement under threat of condemnation applying to the leasehold interest created hereby, shall be paid to Landlord, and Tenant waives any right thereto. Nothing in this Paragraph shall be construed as limiting Tenant's right to pursue an action for damages to its business or property, or other damages, against the condemning entity.

8. ASSIGNMENT AND SUBLETTING

Section 8.1 Landlord's Consent.

Tenant shall not transfer, assign, sublet, enter into a license, concession agreement or mortgage or hypothecate ("transfer") this Lease or Tenant's interest in the Premises, in whole or in part, without first procuring the written consent of Landlord. The written notice to Landlord shall describe the area Tenant desires to transfer, the rent thereon, the consideration receivable by Tenant for the transfer, the name and business address of the proposed transferee, and a current financial statement of the proposed transferee. Without in any way limiting Landlord's right to refuse consent to transfer, Landlord specifically reserves the right to refuse consent if, in Landlord's reasonable business judgment, the financial worth of the proposed transferee is less than that of Tenant. In no event shall Landlord be obligated to give consent for any such transfer if Tenant is in default under any of the terms or conditions of this Lease. A transfer by Tenant in violation of this Section 8.1 shall be void and confer no rights upon any third party and Landlord shall have the right to declare said transfer as an Event of Default under Article 9 hereof. Tenant shall reimburse Landlord for all costs incurred in the evaluation of the prospective assignee or subtenant, including attorney fees and costs and investigations, irrespective of whether Landlord ultimately grants consent.

Section 8.2 Increased Rent upon Subletting.

If Landlord agrees to a subletting of all or part of the Premises, and the rental payable by the subtenant to Tenant is increased over the amount of rent paid by Tenant to Landlord hereunder, then Landlord may also require Tenant to pay an amount up to eighty percent (80%) of such increased rental to Landlord. Such increased rent shall be payable on the tenth day of each month after the subletting is approved by Landlord without statement or demand.

Section 8.3 Tenant's Continuing Liability.

Landlord may require as a condition of any transfer under this Article that Tenant remain liable to Landlord under the terms of this Lease should any assignee or subtenant or other

transferee under this Article default in the performance of any of the terms and conditions of this Lease, including but not limited to Tenant's primary liability to pay the Rent and Additional Rent, and to perform all other obligations under this Lease.

Section 8.4 Tenant's Affiliates.

If Tenant desires to transfer or assign this Lease by corporate merger or to an affiliated corporation or entity, Tenant shall so notify Landlord, and shall promptly supply Landlord with such information concerning the financial condition and net worth of such affiliated entity as Landlord may reasonably request. Landlord shall notify Tenant within ten (10) days of receipt of such information whether such transfer or assignment is acceptable. Landlord's consent to assignment to Tenant's affiliated entity shall not be unreasonably withheld.

Section 8.5 Covenants Binding on Assignees.

The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives. Any document transferring Tenant's interest pursuant to this Paragraph shall refer to this Lease and contain a provision stating that Tenant's transferee shall be bound by the terms and conditions of this Lease.

9. DEFAULT; REMEDIES

Section 9.1 Events of Default.

Upon the occurrence of any of the following listed events ("Events of Default"), Tenant shall be deemed in default under this Lease:

9.1.1 Default in the timely payment of any Rent, Additional Rent, or any other amount required to be paid hereunder and the continuance of such default for a period of ten (10) business days from the date such Rent, Additional Rent, or other amount is due and payable, or from the date set by written notice or statement for the payment of any other amount under the terms of this Lease.

9.1.2 Default in performance of any of the terms and conditions of this Lease, other than those requiring payments of rental or any other amounts which are covered by Section 9.1.1 hereof, which default shall continue for a period of thirty (30) days after written notice of the default is mailed or delivered to Tenant by Landlord, unless a shorter period is specifically provided under any provision of this Lease. If a default cannot be cured with due diligence within thirty (30) days, the time within which Tenant shall cure the

default shall be extended for such time as may be necessary to cure the same with all due diligence, provided that Tenant commences promptly and proceeds diligently to cure the default, and further provided that such period of time shall not be so extended so as to subject Landlord to any criminal liability or increased insurance cost. If Tenant's default under this Section 9.1.2 creates an emergency or hazard to persons or property, then Landlord may demand immediate cure of the default.

9.1.3 Assignment or subletting by Tenant, without adhering to the conditions and covenants of Article 8 above.

9.1.4 Abandonment or vacation of the Premises, or any part thereof, by Tenant, or dispossession of Tenant of the Premises, or any part thereof, by authority other than Landlord, except in cases of condemnation, which is governed by Section 7.2 of this Lease.

9.1.5 Tenant's insolvency or the filing of a voluntary or involuntary petition in bankruptcy by or against Tenant, the filing or institution of any proceeding under any provisions of any insolvency act or Bankruptcy Code seeking to effect Tenant's reorganization or composition with its creditors or if (in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Tenant or the Premises, the filing of proceedings for the reorganization of Tenant, the execution on Tenant's admission in writing of its inability to pay its obligations generally as they become due.

9.1.6 At Landlord's option and with notice to Tenant, the occurrence of any five of more Events of Default during the Term of this Lease, whether cured or not.

Section 9.2 Landlord Remedies.

Upon occurrence of such Events of Default, Landlord shall have the option to pursue any one or more of the following remedies, or any other remedy at law or in equity:

9.2.1 Performance Under the Lease. If Tenant shall default in the fulfillment of any of the terms and conditions of this Lease, Landlord may, at its option, after giving notice to Tenant, as required herein, make performance of Tenant necessary to cure the defaults and for that purpose pay such amounts as may be necessary. Any amounts so paid or any expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any term or condition of this Lease, or in defending any action to which Landlord may be subjected by reason of Tenant's failure, shall be deemed to be Additional Rent for the Premises and shall be due and payable to Landlord on demand, and interest shall accrue thereon at the rate of eighteen percent (18%) per annum.

9.2.2 Termination of Lease. Landlord may, but shall not be obligated to, terminate this Lease when Tenant continues in possession after three (3) days' written notice requiring

in the alternative the payment of Tenant's obligations to Landlord or surrender of the Premises, or when Tenant continues in possession after five (5) days' written notice requiring in the alternative performance of a condition under the Lease or surrender of the Premises, or when Tenant continues possession after three (3) days' notice to quit the Premises for unauthorized assignment or subletting, committing waste or maintaining an unlawful business. After using summary proceedings, Landlord or Landlord's agents may at any time thereafter re-enter the Premises and remove all persons and property therefrom without being liable to indictment, prosecution or damage therefore, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter the Premises after service of the notices described in this section. Pursuant to said right of re-entry, Landlord may remove all of Tenant's property remaining on the Premises and store it, or may store it on the Premises, at the cost and for the account of Tenant.

9.2.3 Right to Relet on Tenant's Behalf. Landlord may retake possession of the Premises following the legal notices described in this Section, and after using summary proceedings, if necessary, without terminating this Lease may relet said Premises on behalf of Tenant. Landlord shall apply any monies collected first to the payment of expenses of resuming or obtaining possession, second to the payment of costs of placing the Premises in rentable condition, third to the costs of reletting the Premises, and fourth to the payment of rent due hereunder, and any other indebtedness due Landlord. Any remaining surplus shall be paid to Tenant. Tenant shall pay, upon demand from Landlord, any deficiency in amounts due under this Lease after Landlord has applied the proceeds from reletting the Premises to the categories described in this subsection. Such indebtedness shall be calculated and paid monthly. Reletting may be in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its sole discretion, may determine. Landlord may collect and receive the rents therefore. Landlord shall make a reasonable effort to relet the Premises to acceptable tenants, but Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. No such reletting shall relieve Tenant of any liability, and Tenant's obligations shall survive any such reletting. No such reletting of said Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be mailed or delivered to Tenant. Notwithstanding election to relet without terminating this Lease by Landlord, Landlord may at any time thereafter elect to terminate this Lease for any default or breach hereof by Tenant.

Section 9.3 No Election of Remedies; No Waiver.

Use of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided for herein, or by law or in equity, which may be enforced cumulatively, nor shall pursuit of any remedy provided for herein or otherwise constitute

a forfeiture or waiver of any rent or other amounts due Landlord hereunder or of any damage accruing to Landlord by the violation of any of the terms and conditions of this Lease. Failure by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or a waiver of any other violation or breach of any of the terms and conditions of this Lease.

10. LANDLORD'S LENDERS

Section 10.1 Subordination of Lease.

This Lease shall be subject and subordinate to any mortgage of any type whatsoever on the Premises given to secure a loan made to Landlord, and to any renewals, replacements, extensions or consolidations of such loan. Any such subordination shall state that the mortgage holder shall not disturb Tenant's possession or other rights under the Lease so long as Tenant performs all of its covenants and agreements and is not in default hereunder. Tenant agrees to execute a document subordinating this Lease to any mortgage of any type contemplated by this Article.

Section 10.2 Estoppel Certificates.

Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying the following: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Rent, Additional Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); (v) the amount of the security deposit, if any, being held by Landlord on Tenant's behalf; and (vi) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may require. Tenant shall deliver such statement to Landlord (or such other person or entity as Landlord shall direct) within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

If Tenant does not deliver such statement to Landlord within such ten (10) day period, without any further notice to Tenant, any prospective purchaser or encumbrancer may conclusively presume and rely upon the following facts: (i) that the terms and provision

of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Rent, Additional Rent, or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 10.3 Tenant's Failure to Provide Information.

If Tenant fails to provide any such Subordination or Estoppel Certificate within ten (10) days of Landlord's request, Landlord shall be entitled to assess a late fee of \$50 per day until Tenant provides such requested documentation. If Tenant's failure to provide such documents continues for more than twenty (20) days, such failure may, at Landlord's discretion, be deemed an Event of Default under this Lease.

11. MISCELLANEOUS PROVISIONS

Section 11.1 Attorneys' Fees And Costs.

If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the terms of this Lease, the prevailing or successful party shall be entitled to recover from the nonprevailing party all costs, including reasonable attorneys' fees, incurred in connection with such action or proceeding, and in enforcing or collecting any judgment rendered herein .

Section 11.2 Limitation on Landlord's Liability.

The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, members, shareholders, officers or other principals of Landlord. Tenant shall look solely to the property owned by Landlord which is the subject of this Lease, and to no other assets of the Landlord or any affiliated entity or individual for satisfaction of any liability in respect of this Lease and will not seek recourse against the individual partners, members, shareholders, officers or other principals of Landlord or any of their personal assets for such satisfaction.

Section 11.3 Square Footage.

Landlord and Tenant acknowledge that any references to square footage for the Premises and other portions of the building are based on approximate measurements. Landlord and Tenant further acknowledge that these approximate measurements of square footage, as

set forth on Exhibit "A" hereof, shall be binding on Landlord and Tenant for purposes of determining any and all obligations of the parties under this Lease, including calculations of Rent and Additional Rent.

Section 11.4 Severability.

If any provision of this Lease, or the application of said provision to any person or circumstance, shall be held invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect.

Section 11.5 Right to Relocate.

Landlord hereby reserves the right to relocate Tenant to comparable space with comparable improvements in any of its other buildings located in the industrial park of which the Leased Premises is a part. Landlord agrees to provide Tenant with ninety (90) days notice before requesting Tenant to relocate. The entire cost of relocating Tenant will be borne by the Landlord.

Section 11.6 Rules and Regulations.

From time to time, Landlord may promulgate such rules and regulations as reasonably necessary to regulate the use of the Premises which are the subject of this Lease, as well as the surrounding Premises of Landlord's other tenants, including, but not limited to, traffic and parking rules and regulations. A copy of said Rules and Regulations are attached hereto as Exhibit "D" and incorporated herein. Landlord agrees to notify Tenant of such rules and regulations, and Tenant agrees thereafter to comply with and use reasonable efforts to cause its employees and other personnel to comply with such rules and regulations. Tenant agrees to be responsible for causing its employees to park in designated areas and to operate their motor vehicle within posted speed limits and in accordance with other traffic signs.

Section 11.7 Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if deposited in the United States Mail, postage prepaid, and addressed as aforesaid:

To Landlord: 323 Main Street
Alhambra, CA 91801

To Tenant: 815 S. main street
Las Vegas 89101

Either party may, upon written notice to the other as provided by this Section 11.7, designate a new address where notices must be mailed to comply herewith.

Section 11.8 Governing Law; Binding Effect; Construction of Lease.

This Lease shall be governed by and construed in accordance with Nevada law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns. Words used in the singular shall be construed to include the plural when the sense requires. Article and section headlines herein are inserted only for convenience to which they refer or on the Lease itself.

Section 11.9 Entire Agreement.

This Lease represents the entire agreement between the parties relating to the subject matter hereof and there are no other courses of dealing, understandings, agreements, representations or warranties, written or oral, except as set forth herein. No amendment or modification hereto shall be effective until and unless the same shall have been set forth in writing and signed by the parties. Tenant acknowledges that the Landlord has made no agreement or promise concerning the alteration, improvement, adaptation or repair of any part of the Premises which has not been set forth herein, and that this Lease contains all the agreements made and entered into between Tenant and Landlord.

Section 11.10 Waiver.

It is agreed that the waiving of any breach of covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of any covenants or any provisions herein contained, nor shall waiver of any breach by another of Landlord's tenants be deemed to waive any breach by Tenant herein. No delay in exercising any rights under this Lease shall operate as a waiver of any such rights by either party. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord or be deemed an accord and satisfaction.

Section 11.11 Counterparts.

This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

Section 11.12 Security.

Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures to or for the benefit of the Premises. Tenant assumes all responsibility for any protection measures it deems necessary on the Premises or the Distribution Center, and for the protection of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's option, from providing security measures on the Premises

Section 11.13 Survival.

All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

Section 11.14 Authority.

Each of the undersigned hereby acknowledges and affirms that the undersigned holds the position or title set forth below, and on behalf of the named entity and by proper authority, executed this Lease, and that Lease was the act of such named entity for the purposes stated in it.

Section 11.15 Broker Fees.

Landlord and Tenant each represent that they have dealt with a broker in connection with this Lease, and that Tom Moler Realty Historic Property Group brokerage is entitled to a commission of 6% in connection therewith. If tenant exercises the option to renew any or all, of the 24 month lease extensions, or negotiates successive renewal, the compensation to be paid to Tom Moler Realty is to be 5% of the lease. The fee is to be paid by the Lessor upon the exercising of the option to renew by Tenant, or successive lease renewal.

Section 11.16 Time.

Time is of the essence of this Lease

LANDLORD DEERPORT COMPANY, L.L.C.,
a Nevada limited liability company

By 
Its MANAGER
ALLEN TSAI

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Time is of the essence of this Lease.

LANDLORD DEERPORT COMPANY, L.L.C.,
a Nevada limited liability company

By _____
Its _____

TENANT FACILITEQ BUSINESS INTERIORS, INC.,
a Nevada Corporation

By 
Its president

EXHIBIT "A"

Description of Leased Premises

821 South Main Street & 820 South 1st Street
Las Vegas, NV 89101

EXHIBIT "B"

Description of Tenant Improvements

EXHIBIT "C"

Description/Outline of Tenant's Designated Parking Area

1. The lot commonly referred to as 820 S. 1st Street, Las Vegas, NV 89101

EXHIBIT "D"

Rules and Regulations

1. Landlord will furnish Tenant with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys requested by Tenant. Tenant shall not have any keys made for the Premises and shall not alter any lock or install any new or additional lock or bolt on any door in the Premises without the prior written approval of Landlord. Upon the expiration or termination of Tenant's tenancy, Tenant shall deliver to Landlord all keys in its possession for all locks and bolts in the Premises.

2. Tenant shall refer all of its contractors, contractors' representatives, and installation technicians rendering any service on or to the Premises to Landlord for Landlord's approval and supervision prior to such third parties' performance of any work in the Premises; including, but not limited to installation of telephones, electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment, or any other portion of the Premises.

3. Tenant shall not at any time allow any part of the Premises to be occupied as sleeping or lodging quarters.

4. No birds, fowl, or other animals shall be bought into or kept in or about the Premises.

5. None of the entries, passages, doors, stairways, or vestibules of the Premises shall be block or obstructed, nor shall any rubbish, litter, trash, or materials of any nature be placed, emptied, or thrown into such areas, nor shall such areas be used at any time except for ingress and egress by Tenant or its agents, employees, or invitees.

6. No person shall waste water by interfering with the faucets in the Premises or otherwise.

7. No person shall disturb the occupants of the Industrial Park by the use of any musical instrument, by playing radios or other sound-producing equipment at an unreasonably high volume, by making of unseemly noises, or by any reasonable use.

8. Tenant shall provide its own dumpster for trash storage and removal. Tenant shall not leave or store any materials, litter, or trash on the Common Areas, including on the Parking Areas. Landlord shall have the right to approve the type of dumpster utilized by Tenant.

9. Tenant shall not use or permit the use by its employees, agents, or invitees of the Parking Areas or of any loading dock areas for the overnight storage of parking of automobiles or other vehicles which would interfere with maintenance, traffic flow, emergency vehicles, or other necessary activities or functions. Landlord shall have the right to tow away any vehicle belonging to Tenant or its agents, employees, or invitees which is improperly parked and which Tenant fails to remove after written or oral notice from Landlord.

10. No sign, advertisement, or lettering shall be painted, affixed, or exposed on the windows, doors, or exterior surfaces of the Premises except as specifically permitted in writing by Landlord.

11. Landlord will not be responsible for lost or stolen personal property, equipment, money, or jewelry from the Premises, regardless whether or not loss occurs when an area is locked against entry.

12. Tenant shall be responsible for any damage to paving caused by the parking, movement, or loading of trailers or trucks.

13. It is Landlord's desire to maintain in the Property the highest standard of dignity and good taste, consistent with the comfort and convenience for Tenant and the other occupants. Any action or condition not meeting with this standard should be reported to Landlord. Tenant's cooperation will be beneficial and sincerely appreciated.

ADDENDUM TO THE INDUSTRIAL NET LEASE AGREEMENT BETWEEN
DEERPORT COMPANY, L.L.C., LANDLORD and FACILITEQ BUSINESS
INTERIORS, INC., TENANT,

Dated Feb. 15, 2007.

The Tenant will have a right of first refusal to purchase the Property upon price and terms to be established by the Landlord, in the Landlord's sole judgment. Upon Tenant's refusal of the Landlord's price and terms for sale of the Property, said right shall terminate and shall not renew upon any condition, except for express written agreement by the parties to the contrary. Landlord may, in its sole judgment, accept a different price and terms from a third party, resulting from subsequent marketing and/ or negotiations for sale, without re-offer to Tenant. No option in favor of Tenant is created by this right of first refusal.

In the event that Tenant purchases the property from the Landlord, and a sale of the property takes place between the parties; compensation to Tom Moler Realty is to be five percent (5%) of the final sales price. Brokerage fee is to be paid in cash from Seller's proceeds through escrow, upon close of escrow. Receipt of lease commissions by Tom Moler Realty is to be credited against commission earned resulting from a sale of the property, in the event a sale takes place between the parties. Tom Moler Realty is to be the sole recipient of this brokerage fee in this transaction.

This document has been prepared for both the Tenant and Landlord, with their respective attorneys, for approval of the parties and by their respective attorneys. Broker has made no representation as to the legal sufficiency of this document, or the transaction to which it relates.

Agreed and Accepted

LANDLORD DEERPORT COMPANY, L.L.C.,
a Nevada limited liability company

By [Signature]
Its _____

Date 2/15/07

TENANT FACILITEQ BUSINESS INTERIORS, INC.
a Nevada Corporation

By [Signature]
Its President

Date 2/15/07

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-410-002, 139-34-410-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DEERPORT COMPANY, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Facade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this
_____ day of _____, _____

OWNER

DEERPORT COMPANY, LLC

By: _____
ALLEN TSAI – Manager
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
OSCAR B. GOODMAN

Its CHAIRMAN _____
"GRANTEE"

ATTEST:

BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by ALLEN TSAI as MANAGER OF DEERPORT COMPANY, LLC.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK TWO (2) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: \$34,000.00 (Maximum)
2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year: \$34,000.00

Anytime during second year: \$27,200.00

Anytime during third year: \$20,400.00

Anytime during fourth year: \$13,600.00

Anytime during fifth year: \$6,800.00

After five full years from recordation
of the Façade Easement Deed. \$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-410-002, 139-34-410-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FAÇADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between DEERPORT COMPANY, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit "A" attached hereto by this reference, commonly known as 824 SOUTH MAIN STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-410—002 & 139-34-410-003; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face adjoining the west Las Vegas Boulevard South right-of-way and the westerly and southerly boundaries as described in "Attachment 1 – Legal Description of the Property" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Façade Easement dated _____
_____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
 - c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

- d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.
 - e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.
3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.
5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.
6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the

Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn. Operations Officer

OWNER: DEERPORT COMPANY, LLC
323 Main Street
Alhambra, CA 91801
Attn: Allen Tsai

TENANT: Faciliteq Business Interiors, Inc..
817 South Main Street
Las Vegas, NV 89101
Quentin Abramo, Owner

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9 Miscellaneous Terms and Provisions.

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

- c) This writing contains a full, final and exclusive statement of the agreement of the parties.
 - d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.
10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: ALLEN TSAI
Title: MANAGER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by ALLEN TSAI as MANAGER OF DEERPORT COMPANY, LLC.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2008 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK TWO (2) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Main Street right-of-way and the easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Repair Parking Lot, add Slurry Coat	\$5,000.00
2. Install Lights in Parking Lot and front of building	\$2,900.00
3. Install Sign on Main St side of building	\$7,000.00
4. Repair West Side of building and Stucco Finish	\$7,600.00
5. Install new glass windows and storefront door	\$6,600.00
6. Prep and Paint exterior of the building	\$7,200.00
7. Frame in above entry door and seal	\$5,900.00
8. Install down spout on West side of building	\$1,000.00
9. Repair existing roof, seal and coat	\$6,100.00
10. Repair/Replace existing fence at west side (block w/metal)	\$9,700.00
11. Install wall caps on the west side of the building	\$1,500.00
12. Install new fence on the east, north and south sides of property	\$7,500.00
TOTAL ESTIMATED PROJECT COSTS	\$68,000.00
20% Contingency	\$13,600.00
TOTAL	\$81,600.00
Estimated CVIP Grant	\$34,000.00
plus Contingency	\$6,800.00
Maximum Reimbursement for CVIP Grant	\$40,800.00

*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”

Schedule of Improvements

Work will begin 90 days after approval of Agreement and should be complete within 60 – 180 days, depending on contractor's work schedule/work load.

VIP Disclosure of Ownership/Principals

ATTACHMENT 6 Disclosure of Principals

Please Print Legibly

Business - Page 1 of 2

VIP Contracting Entity Information

Name FEQ GROUP / CS FACILITED
 Mailing Address (CURRENT) 817 S. MAIN STREET
 Business Phone 702-795-8833
 Tax ID or Social Security Number 86-0912720

Type of Business

Sole Proprietor ~~/~~ Partnership _____ Limited Liability Company _____ Corporation X

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
QUENTIN ABZANO		
PRESIDENT	817 S. MAIN STREET	702-795-8833

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A



VIP Disclosure of Ownership/Principals

Business - Page 2 of 2

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document N/A
 Date of Attached Document N/A
 Number of Pages N/A

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

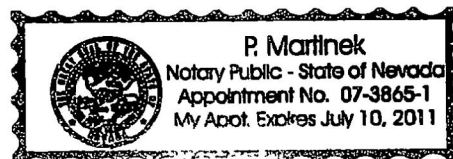
Signature Quentin A. Abram
 Date January 8, 2008

State of Nevada
 County of Clark

This instrument was acknowledged before me on

JANUARY 8, 2008 (date) by
QUENTIN ABRAMO (name of person)

P. Martinek
 Notary Public



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, QUENTIN ARZANO, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the FACILITEQ ~~TECH GROUP LLC~~, a company duly organized in the State of Nevada as a CORPORATION, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 821 S. MAIN ST. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☒
- c. Increase local revenues from desirable sources; ☐
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
- b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
- c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
- d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or



VIP Participant Affidavit and Employment Plan

Page 2 of 2

- e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. CA (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. CA (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 8 day of January, 2008.

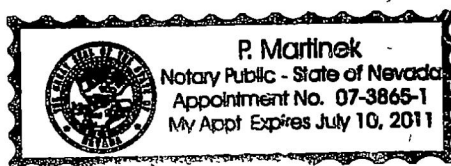
Authorized Signature: Queenie Dan

SIGNED AND SWORN TO before

me this 8TH day of JAN, 2008, by P. Martinek.

NOTARY PUBLIC
My Commission Expires:

7/10/11



CITY OF LAS VEGAS REDEVELOPMENT AGENCY

