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1 WHEREAS, the parties desire to set forth in the Participation Agreement
2 the terms and conditions of certain incentives to be provided to the Participant who
3 proposes to re-tenant the existing Vons Grocery Store located within the Edmond Town
4 Center commercial shopping center located at: 1061 West Owens Avenue, Las Vegas
5 Nevada City of Las Vegas; and

6 WHEREAS, the Project will consist of approximately 43,000 square feet of
7 commercial retail shopping space, formerly operating as a Vons Grocery Store,
8 designed to support the needs of the residents; and

9 WHEREAS, the Las Vegas City Council and the Agency has determined
10 that the buildings, facilities, structures or other improvements are of benefit to the
11 Redevelopment Area or the immediate neighborhood in which the Redevelopment Area
12 is located, and that no other reasonable means of financing are available for the
13 Project. The Agency believes that the Participant's Project is likely (1) to encourage
14 the creation of new business or other appropriate development; (2) increase local
15 revenues (property tax revenue and sales tax revenue) from desirable sources; (3)
16 increase levels of human activity in the area around the Project; and (4) demonstrate
17 greater social benefits to the community than would a similar set of improvements; and

18 WHEREAS, the Governing Body of the Agency has determined that the
19 Participation Agreement (the "Agreement"), will provide for the redevelopment of the
20 shopping center space at the Site, which is in compliance with and in furtherance of the
21 goals and objectives of the Redevelopment Plan; and

22 ///

23 ///

1 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing
2 Board of the Agency that the Agreement is hereby approved and determined to be in
3 compliance with and in furtherance of the goals and objectives of the Redevelopment
4 Plan, and the Chairman of the Governing Board of the Agency is hereby
5 authorized and directed to execute the Agreement for and on behalf of the Agency, and
6 to execute any and all additional documents (including any Attachments to the
7 Agreement) and to perform any additional acts necessary to carry out the intent and
8 purpose of the Agreement.

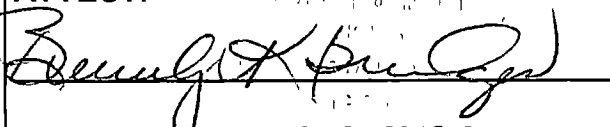
9 THE FOREGOING RESOLUTION was passed, adopted and approved this 18TH
10 day of June, 2008.

11
12 CITY OF LAS VEGAS

13 REDEVELOPMENT AGENCY

14
15 By: 
16 OSCAR B. GOODMAN, Chairman

17 ATTEST:

18 
19 BEVERLY K. BRIDGES, CMC Secretary

20
21 APPROVED AS TO FORM:

22  5/27/08

23 Date

PARTICIPATION AGREEMENT
BETWEEN THE
CITY OF LAS VEGAS REDEVELOPMENT AGENCY
AND
BUY-LOW MARKET INC., A CALIFORNIA CORPORATION

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the 18TH day of June, 2008, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") and BUY-LOW MARKET INC. (the "Participant"). The Agency and Participant's execution of this Agreement is subject to all required Agency approvals, Participant's execution of the Sublease with Vons Companies, Inc., and written approval of Edmond Town Center, LLC, a Delaware Limited Liability Company as Master Landlord.

§100 SUBJECT OF AGREEMENT

§101 Purpose of this Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan which will fulfill a need for a new grocery store in the West Las Vegas community and to facilitate economic development for the community, which will lead to the creation of additional jobs and positive social and economic impacts, as further described hereinafter. The Project contemplated by this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable laws, and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan.

§102 The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted by the City Council of the City of Las Vegas on March 5, 1986, by Ordinance No. 3218, as amended. The Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof.

§103 The Site

The site (the "Site") is that portion of the Commercial Retail Shopping Center commonly known as Edmond Town Center, located at 1061 West Owens Avenue, Las Vegas, Nevada, which is a portion of APN 139-28-503-025 as shown on the Site Plan (Attachment "A") and is more particularly described in the Legal Description of the Site (Attachment "B") which is owned and controlled by Edmond Town Center, LLC. The Site is leased to the Participant pursuant to the Shopping Center Sublease, PDA Facility No. 98-2398-01-01, with The Von's Companies, Inc. dated, May 14, 2008 (the "Sublease"). The Sublease is subject to the terms and conditions of the Master Lease between The Von's Companies, Inc., as Lessee, and Edmond Town Center, LLC, as Lessor, as amended. (herein "Master Lease").

§104 The Development

Subject to all the provisions of this Agreement, the improvements to be constructed and developed by the Participant on the Site and the obligations of the Participant are as follows (to be referred to as the "Development" or "Project"):

The Participant shall redevelop the commercial retail space on the Site which was formerly operated as a Vons Grocery store. The development of the space shall be consistent with the size and scope of the Project as set forth in the "Scope of Development" attached hereto and incorporated herein as Attachment "C" which may contain the following characteristics:

- a) Industry standard commercial retail tenant improvements to re-tenant an existing grocery store; and
- b) Project space plan to provide layout and dimensions for a new Buy-Low Market grocery store of at least 40,000 square feet.

Participant acknowledges and agrees (i) that nothing in this Agreement operates as a development approval, permit or entitlement for the development/construction of any phase of the Development, and (ii) that Participant will be required to obtain all reviews, approvals and permits required for the construction of the Development.

§200 PARTIES TO OR INTERRELATED TO THIS AGREEMENT

§201 The Agency

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 office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. "Agency", as used in this Agreement means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

§202 The Participant

The Participant is a California Corporation, duly authorized to conduct business in the State of Nevada. The Participant authorizes PAUL (PARVIZ) VAZIN, as President, to execute documents and bind the Participant. The stockholders and/or members of the Participant are those members listed on the Disclosure of Principals attached hereto as Attachment "I". The Participant's principal address is 1245 East Watson Center Road, Carson, California 90745-4207. Participant agrees throughout the term of this Agreement to notify promptly, but in no event less than thirty (30) days, the Agency of any changes to the names of its members. For purposes of this Agreement, Participant shall mean the Sub-tenant of Vons Companies, Inc., or affiliate of the Sub-tenant who is the owner of the commercial retail grocery store operating under the name Buy-Low Market, Inc. The Participant qualifies as a business occupant or business tenant as that term is used in the Redevelopment Plan.

The qualifications and identity of the Participant and its members, are of particular concern to the Agency, and it is in part based on such qualifications and identity that the Agency has entered into this Agreement with the Participant. Except as set forth in the following paragraph of this Section 202, or except if the Participant continues to have material management responsibilities for the operations, during the existence of this Agreement,

Participant agrees that the members of the Participant shall not sell, convey, assign or transfer in the aggregate, more than 50% of their interests, without prior written consent or approval of the Agency. No voluntary or involuntary successor in interest of the Sub-tenant shall acquire any rights or powers under this Agreement except as expressly set forth herein. This paragraph is not intended to prohibit or restrict the Participant from selling additional equity interests to additional investors, and shall not be so interpreted, so long as the current members of the Participant continue to own a majority interest in the Participant or continue to have material management responsibilities for the Project and operations.

Except as specifically set forth in this Section 202, of this Agreement, the Participant shall not assign all or any part of this Agreement without the prior written approval of the Agency, which approval shall not be unreasonably withheld, conditioned or delayed. It shall not be unreasonable for the Agency to withhold its approval of a proposed assignee if such assignee: (1) does not have experience in developing and operating projects of similar size and character at least equivalent to that of the Participant, (2) does not have the financial strength and resources sufficient to undertake and complete the proposed project which is at least the equivalent of the Participant, or (3) does not have a reputation in the community for integrity and reliability. No assignment of this Agreement shall be permitted if at the time of the proposed assignment Participant is in default of this Agreement. Any assignment shall not be effective until the proposed assignee delivers to the Agency an assumption of this agreement in form approved by the Agency, which approval shall not be unreasonably withheld.

§203 Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that they have disclosed, on the form attached hereto as Attachment "I" all members of Participant, as well as all persons and entities holding more than 1% (one percent) interest in any such entities or any principal member of any such entities. See Attachment "I". Throughout the term hereof, Participant shall notify City by mail to City of Las Vegas Redevelopment Agency, City Hall, 400 Stewart Ave., Las Vegas, Nevada, 89101 of any material change in the above disclosure within thirty (30) days of any such change.

§300 PARTICIPANT OBLIGATIONS

§301 Construction of Development

No later than the date as set forth in the Schedule of Performance, Attachment "D", the Participant shall commence construction in accordance with the Scope of Development, unless such commencement is delayed as permitted in Section 604 below. Participant agrees to complete the construction of the improvements to the Site no later than the deadlines set forth in the Schedule of Performance, Attachment "D", unless such completion is delayed as permitted in Section 804 below.

§302 Miscellaneous Participant Obligations

In accordance with Attachments "C" and "D", the Participant shall be responsible for all improvements to the Site as required by the Agency or the City of Las Vegas in connection with the development of the Site.

§303 Financial Ability. Each time that the Participant shall file with the Agency a Certificate of Operations (hereinafter defined); the Participant shall include a representation and warranty that the Participant is solvent and has no intention of filing or seeking protection under any bankruptcy laws.

§304 Employment Plan. In accordance with the provisions of the Agency's employment plan policy adopted June 3, 1992, as amended June 6, 2001, Participant shall:

a) Provide the Agency with a list and amount of all contracts to be let for the construction of the Project.

b) Contact the City of Las Vegas to identify the vendors in its minority vendor's directory.

c) Notify these vendors of all construction contracts to be let for the Project. A copy of this notification shall be submitted to the Agency.

d) Prepare an employment plan, as required by NRS 279.482(2), which is attached to this Agreement as Attachment "G".

§400 AGENCY GRANT FUNDS

1. The Agency will offer up to Nine Hundred Thousand Dollars (\$900,000) in grant funds ("RDA Grant Funds") for making certain tenant improvements to the Site which consists of a minimum 30,000 square feet for the former Vons Grocery store at Edmond Town Center which is more specifically described in the Scope of Development, located at 1061 W. Owens, Las Vegas, Nevada. The RDA Grant Funds to be provided to Participant pursuant to this Agreement shall consist of the following:

a) Provide an equipment grant not to exceed \$200,000 to Participant upon evidence of the execution of Sublease with The Vons Companies Inc. The equipment grant funds shall be used for the purchase of new equipment as listed in the Scope of Development. This grant would be secured by a UCC-1 lien against new equipment purchased with such grant funds. The lien would be released at the end of year 5. If the Participant terminates the Sublease or ceases operations as a grocery store at the Site before the end of year 3 of the Sublease, the Agency shall seek repayment of a proportionate share of the equipment grant funds through the enforcement for the repayment of a proportionate share of the \$200,000.00 equipment grant funds, such fraction to be determined by using the seven (7) years as a denominator and the number of months remaining after closure as the numerator.

b) Provide a tenant improvement grant of up to \$700,000 for certain grocery store tenant improvements to be constructed at the Site as set forth in the Scope of Development. The 700,000.00 grant ("Tenant Improvement Grant") shall be payable in seven (7) increments of up to \$100,000 at the end of each year of the sub-lease term (the "Annual Tenant Improvement Grant"), commencing on the date Participant opens for business, and shall be paid annually so long as Participant operates the grocery store at the Site ("Market"). The Developer agrees to submit to the Agency on an annual basis a Certificate of Operation, including a listing of all tenant improvements and the expenses incurred by the Participant for each sublease year. The Certificate of Operation shall be submitted no later than sixty (60) days from the end of each sub-lease year and the Agency shall review the listing and request further documentation from the Participant if deemed reasonably necessary in order to approve the Certificate. If the Agency approves the annual Certificate, such approval shall not be unreasonably held, conditioned or delayed. The Agency shall disburse to the Participant the amount of the annual expenses set forth in the annual Certificate up to \$100,000 or the Annual Tenant Improvement Grant for each applicable sublease year. In the event the amount set forth in any annual tenant improvement expense as set forth in a given Certificate exceeds the amount of the Annual Tenant Improvement Grant provided herein, that excess annual expense amount shall be carried over to the next sublease year and will be applied towards the following sublease year's annual tenant improvement expense. Should Participant cease operations of the Project at the Site at any time during the seven-year term, the grant funds provided by this subsection (b) shall terminate and the Agency shall have no further obligation to the Participant for this Tenant Improvement Grant fund.

2. To be eligible for the Commercial Visual Improvement (CVIP) grant, Participant will submit a complete and timely CVIP application to the Agency for consideration and approval by the Agency Board and City Council. Subject to the terms and condition of an approved CVIP grant, Participant will be reimbursed up to a maximum of \$50,000 for qualified exterior improvements. Qualified exterior improvements are not to be under construction before Agency and Council approval.

§401 Assignment

The RDA Grant Funds to be provided by this Agreement may not be assigned to anyone other than those defined in Section 202 without the Agency's written consent, which the Agency may in its sole discretion determine to grant or not to grant.

§402 Miscellaneous Agency Obligations

Agency staff will assist the Participant in obtaining all necessary permits and in meeting all regulatory requirements associated with the development of the Site.

§500 DEVELOPMENT OF THE SITE

§501 General Representations

The Agency and Participant each represent and warrant for itself that:

a) This Agreement and all agreements, instruments and documents herein provided to be executed are each a duly executed and binding agreement, instrument and document of the party executing the same.

b) This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which the Sub-tenant is subject.

§502 Scope of Development

The grocery store tenant improvements shall be developed as provided by Participant in the Scope of Development in Attachment "C", as amended from time to time as mutually agreed upon in writing between the Participant and the Agency. Participant may amend the Scope of Development provided that any such amendment is approved by the Agency which approval shall not be unreasonably withheld.

§503 Insurance and Indemnification

a) The Participant shall obtain and maintain during the existence of this Agreement general comprehensive liability (bodily injury, property damage) and automobile liability insurance for not less than \$1,000,000 combined single limit per occurrence. If such policy is on a "claims made" basis, then coverage shall be maintained in effect for one (1) year after the issuance of the final Certificate of Completion. The Participant shall obtain and maintain course of construction insurance during the construction of this Agreement. The Participant shall obtain and maintain during the existence of this Agreement industrial/worker's compensation insurance (job-related sickness, injury, or accident) in sufficient amounts as to hold the Agency and City of Las Vegas harmless for all work encompassed in this Agreement performed by the Participant.

b) Prior to the commencement of any construction or demolition on the Site, the Participant shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein concerning any demolition or construction on the Site.

c) The Participant will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within sixty (60) calendar days following the expiration date of said insurance.

d) The Agency, its officers, employees and agents must be expressly covered as insured parties under the insurance coverage required herein if such coverage is reasonably available.

e) The insurance coverage required herein must provide for a 30-day written notice to the Agency before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

f) In the event the Participant fails to obtain or maintain the insurance required herein, the Agency shall have the right in addition to the remedies available under Sections 701 and 707 to pay the premium to reinstate the insurance coverage which the Sub-tenant has failed to maintain or to procure substitute insurance coverage which in either case the Agency shall be entitled to collect the cost thereof from the Participant or deduct the same from any sums due the Participant under this Agreement.

g) In addition to the insurance requirements of this Section, the Participant shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the Agency and the City of Las Vegas, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, including any claims relating to the construction, development or operation of the Project or part thereof or for injuries to or the death of any person or persons or damages to property, including property of the Agency or the City, which may arise out of or in any manner be connected with the performance of the obligations under this Agreement or resulting in any way from this Agreement or the development, construction or operation of the Project or part thereof excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the City, Agency, and any of their respective officers, members, consultants, agents and employees.

h) The Participant shall also furnish or cause to be furnished evidence satisfactory to the Agency that any contractor with whom it has contracted for performance of the work on the Site carries worker's compensation insurance required by law.

§504 City, Agency, and Other Governmental Permits

Before commencement of construction or development of any improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City of Las Vegas or any other governmental agency affected by such construction, development or work. The Agency staff shall provide reasonable assistance deemed appropriate by the Agency to the Participant in securing these permits. Participant hereby agrees and acknowledges that (i) Agency review of any elements of the Project is for the sole purpose of assuring compliance with this Agreement, (ii) that nothing in this Agreement operates as a development approval, permit or entitlement for the development/construction of any portion of the Development, (iii) that Participant will be required to obtain all reviews, approvals and permits required for the construction of the Development or any portion of the Development.

§505 Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the Agency and the City shall have the right of reasonable access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the Agency or the City shall be those who are so identified in writing by the Executive Director of the Agency and who shall, whenever reasonably possible, give prior notice of such Site visits. Subject to NRS Chapter 41, the Agency and City shall indemnify the Participant and hold it harmless from any damage caused or liability arising out of this right to access.

§506 Compliance with Local, State and Federal Laws

The Participant recognizes that this Agreement will result in the Agency providing financial incentives to the Participant in excess of \$100,000. In accordance with NRS §279.500, the Participant agrees that the Project is subject to the Prevailing Wage Act, NRS §338.010 through §338.094, inclusive. The Participant agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project because of the incentives exceeding \$100,000. The Participant shall obtain a State of Nevada Public Works Project Number as required by the State Labor Commissioner.

The Participant shall use the State Labor Commissioner's prevailing rate of per diem wages in the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the improvement. Subject to the provisions of applicable law, the Participant agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the improvements. The Participant will include the substance of the prevailing wages requirement of this Section 506 as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates. The Participant will monitor compliance to the payment of prevailing wages pursuant to NRS § 338.

The Participant shall require that the selected contractor keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvement. Such records shall be open to inspection and reproduction by the Agency during normal business hours. The Participant will send one (1) copy of each wage report to the attention of the City of Las Vegas Purchasing and Contracts Manager, 400 Stewart Ave., Las Vegas, Nevada, 89101.

§507 Anti-discrimination During Construction

The Participant, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, the Participant will not discriminate for or against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry, or national origin.

§508 Agency Approval of Operating Covenants, and Reciprocal Easement Agreements

Upon written request delivered by the Agency to the Participant, the Participant shall deliver true and correct copies to the Agency of any operating covenants and reciprocal easement agreements that the Participant may enter into during construction of the Development. Any review by the Agency shall be for informational purposes only and not for approval by the Agency.

§509 Certificate of Completion

A Certificate of Completion shall be issued by the city of Las Vegas after completion of all construction in the form attached hereto as Attachment "E", along with accompanying documentation in the form attached hereto as Attachment "F", required of the Participant.

The Certificate of Completion shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement or such portion thereof and of total compliance with the terms hereof. After issuance of the Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the Agreement appended hereto as Attachment "F". Except as otherwise provided herein, after the issuance of the Certificate of Completion, neither the Agency, the City nor any other person shall have any rights, remedies or controls with respect to the portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Sections 601 to 604 inclusive, of this Agreement.

§600 USE OF THE SITE

§601 Uses

The Participant covenants and agrees for itself its successors, assigns and every successor in interest that during construction and thereafter, the Site shall be devoted only to the uses specified or permitted in this Agreement, and the Redevelopment Plan, for the periods of time specified in Section 604. The foregoing covenants shall run with the land.

§602 Maintenance

The Participant hereby covenants and agrees for itself, its successors, assigns and every successor in interest to maintain the improvements on the Site and keep the Site free from any material accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Scope of Development in a healthy condition. If at any time the Participant, or its successors in interest, shall fail to keep the Site free of a material accumulation of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within thirty (30) days after written notice from the Agency, either the

Agency or the City may perform the necessary cleanup or landscape maintenance, and the Participant, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. The foregoing covenants shall run with the land.

§603 Obligation to Refrain from Discrimination

The Participant covenants by and for itself, its successors, assigns and every successor in interest to the Site or any part thereof that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant itself or any person claiming under or through it 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, sub-lessees or vendees of the Site. The foregoing covenants shall run with the land.

§604 Effect and Duration of Covenants

Except as otherwise provided, the covenants contained in this Agreement shall remain in effect until, March 5, 2031 (the termination date of the Redevelopment Plan), unless the Redevelopment Plan has been extended by the Agency. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the Agency without regard to whether the Agency has been, remains or is an owner of any land or interest therein in the Site, any parcel or sub-parcel, or in the Redevelopment Area. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

§700 DEFAULTS, REMEDIES AND TERMINATION

§701 Event of Default by the Participant

If during the existence of this Agreement, the Participant:

a) Transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, contrary to the provisions of Section 202;

b) Fails to proceed with, abandons or substantially suspends, except as permitted by Section 804 below, the construction of the Project required by this Agreement;

c) Fails, except as permitted by Section 804 below, (i) to either comply with the requirements of Attachment "C", (ii) Attachment "D" or (iii) proceed in a timely manner with the Development;

d) Fails to perform any other material obligation imposed under the provisions of this Agreement then the occurrence of any of the foregoing events (a "Participant Event of Default") shall constitute a breach in the performance of the obligations imposed upon the Participant and shall entitle the Agency to the remedies, and only the remedies hereinafter set forth, if, after receiving thirty (30) calendar days written notice of default from the Agency, the Participant has failed to cure, or to commence a cure and diligently pursue it to completion (which in no event is to exceed sixty (60) calendar days).

§702 Agency Default.

If during the existence of this Agreement, the Agency fails to perform any material obligation imposed under the provisions of this Agreement (an Agency "Event of Default"), then, Participant shall have the remedies, and only the remedies, hereinafter set forth, if, after receiving thirty (30) calendar days written notice from the Participant, the Agency has failed to cure, or to commence a cure and diligently pursue it to the completion (which in no event is to exceed sixty (60) calendar days).

§703 Institution of Legal Action

Any legal action to enforce the rights and remedies provided herein must be instituted in the District Court of the County of Clark, State of Nevada, or, alternatively, in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate.

§704 Applicable Law

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

§705 Service of Process

In the event that the Participant commences any legal action against the Agency, service of process on the Agency shall be made by personal service upon the Secretary of the Agency or in such other manner as may be provided by law.

§706 Remedy of the Participant

Upon the occurrence of an Agency Event of Default, Participant shall have the sole remedy of requiring specific performance of the Agency's obligations hereunder. The Agency shall not be liable for the payment of money damages.

§707 Remedy of the Agency - Termination

During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Sub-tenant or such other date as may be specified in the written notice.

§800 GENERAL PROVISIONS

§801 Notices, Demands and Communications between the Parties

Formal notices, demands and communications between the Agency and the Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency and the Participant as set forth in Sections 201 and 202 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by mail.

§802 Conflicts of Interest

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 Participant warrants that it has not paid or given, and will not pay or give, any third person other than the Participant's attorneys and consultants any money or other consideration for negotiating and obtaining this Agreement.

§803 Non-liability of Agency Officials and Employees

No member, official or employee of the Agency shall be personally liable to the Participant 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.

§804 Enforced Delay; Extension of Times of Performance

The performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; acts of terrorism; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; litigation, including delays beyond the reasonable control of the Agency; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Agency shall not excuse performance by the Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the

commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Agency and the Participant.

§805 Amendment of Redevelopment Plan

The Agency will give the Participant notice of amendments to the Redevelopment Plan as required by Nevada Revised Statutes 279.608 applying to the Redevelopment Area, but shall not be required to obtain the consent of the Participant provided; however, that Participant shall have the right to participate in any public hearings required by said Nevada Revised Statutes 279.608.

§806 Submission of Documents to the Agency for Review

Whenever this Agreement requires the Participant to submit plans, drawings or other documents to the Agency for review, which shall be deemed reviewed if not acted on by the Agency within a specified time, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed reviewed within the stated time. If there is no time specified herein for such Agency action, the Participant may submit a letter requiring Agency review of documents within thirty (30) days after submission to the Agency or such documents shall be deemed reviewed. It is understood and agreed by parties hereto that review by the Executive Director of the Agency shall be deemed review by the Agency for purposes of this section.

§807 Amendments to this Agreement

The Participant and the Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to the Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

§808 Entire Agreement, Waivers and Amendments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 14, inclusive, and Attachments "A" through "I", 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 the Agency and the Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Participant. Any Agency

approvals required or permitted by the terms of this Agreement may be given by the Executive Director or such other person that the Executive Director designates in writing.

§900 TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

This Agreement must be executed by the Participant and delivered to the Agency within ten (10) business days from the date of approval by the Agency otherwise any approval by the Agency shall be null and void. This Agreement, when executed by the Participant and delivered to the Agency, must be authorized, executed and delivered by the Agency within ten (10) business days from the date of signature by the Participant or this Agreement shall be void, except to the extent that the Participant consents in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to the Agency, Participant is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been approved by the governing board of the Agency.

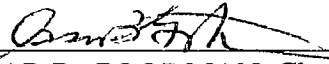
§ 901 Estoppel Certificates

As a part of entering into this Agreement, the Agency requires Landlord Estoppel Certificates from The Von's Companies, Inc., as Lessor under the Sublease, and from the Edmond Town Center, LLC, as the Master Lessor under the Master Lease, within 45 days from the effective date of this agreement, which certificates shall be approved by the Agency, in its reasonable discretion.

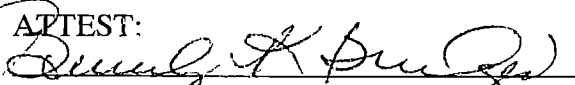
Agency, within 45 days after a request in writing by Participant, shall furnish an estoppel certificate which shall be subject to the approval of the Agency.

“AGENCY”

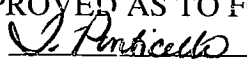
CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairperson

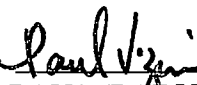
ATTEST:


BEVERLY K. BRIDGES, Secretary

APPROVED AS TO FORM:

By:  6/3/08
Deputy City Attorney Date

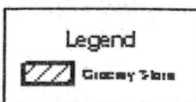
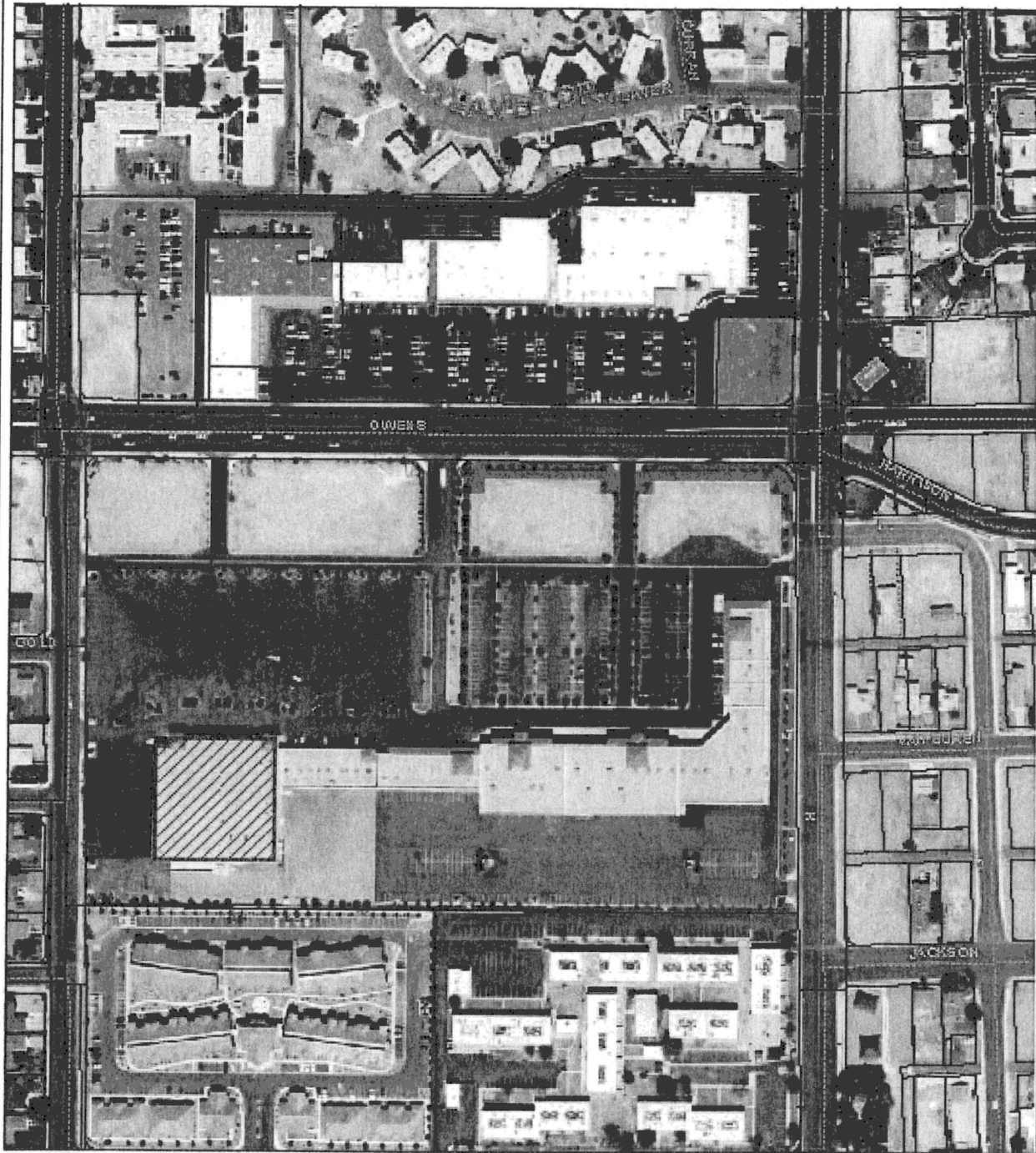
BUY-LOW MARKET, INC., “PARTICIPANT”

By: 
PAUL (PARVIZ) VAZIN, President

LIST OF ATTACHMENTS

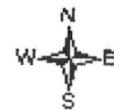
- ATTACHMENT “A”** - **Site Plan**
- ATTACHMENT “B”** - **Legal Description**
- ATTACHMENT “C”** - **Scope of Development**
- ATTACHMENT “D”** - **Schedule of Performance**
- ATTACHMENT “E”** - **Form of Certificate of Completion**
- ATTACHMENT “F”** - **Agreement to be Recorded Affecting Real Property**
- ATTACHMENT “G”** - **Employment Plan**
- ATTACHMENT “H”** - **INTENTIONALLY OMITTED**
- ATTACHMENT “I”** - **Disclosure of Principals**

Attachment A



0 115 230 460 Feet

05/15/2008



Site Plan

ATTACHMENT "B"

"SITE" LEGAL DESCRIPTION

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Assessor Parcel Nos.: 139-34-110-004

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS:

PARCELS 1, 2 AND 3 AS SHOWN BY MAP THEREOF IN FILE 77 OF PARCEL MAPS, PAGE 96, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT "C"

SCOPE OF DEVELOPMENT

Sub-tenant currently anticipates that the construction for the Project will be as follows:

To open the grocery store the following items will need to be purchased: Sign, Shopping Carts, Cash Registers and checkstands.

Once the store is open we plan on one project a year. Following is our expected order of projects. This order could change based on the wants and needs of our customers.

The first year we will install a Camera System, computer system and new scales in the Meat and Hot Deli Departments. The next six years we will do one project a year consisting of: a Service Meat Department, New Produce Cases and Displays, new equipment in the Meat Department & Hot Deli, Meat cases- self serve, Frozen Food cases and new flooring and shelving in the Grocery area.

ATTACHMENT "D"
PERFORMANCE SCHEDULE

The following Projects will be completed before the store opens: Sign - \$25,000, Shopping Carts - \$40,000, Cash Registers - \$110,000 and Checkstands - \$70,000.
Total initial capital expenditure - \$245,000.

The following projects will be completed in the year specified. Each project will cost at least \$100,000.

Year 1	Camera System, computer systems, new scales for Meat & Hot Deli.
Year 2	Service Meat Department
Year 3	New Produce Cases and Displays
Year 4	New Equipment in Meat Department and Hot Deli
Year 5	Meat Cases – Self Serve
Year 6	Frozen Food Cases
Year 7	New Flooring and shelving in Grocery Area

This schedule is subject to change based on customer survey and demands.

ATTACHMENT "E"

FORM OF CERTIFICATE OF COMPLETION

Recording Required by:

City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, this Participation Agreement (PA) dated _____, 2008 and recorded _____, 2008, in the Office of the Recorder of the County of Clark, Nevada, City of Las Vegas Redevelopment Agency, a public body organized and existing under the community redevelopment laws of the State of Nevada hereinafter referred to as the "Agency," provided assistance to Buy Low Market, Inc. or its permitted assignee hereinafter referred to as the "Participant," for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said PA, the Participant shall certify to the Agency that all construction and development on the Site has been substantially completed in compliance with the PA; and

WHEREAS, as referenced in said PA, the Agency shall furnish the Participant with a Certificate of Completion upon completion of all construction and development upon the Site, which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the site required by the PA.

Now, therefore:

1. The Participant hereby certifies to the Agency that all construction of the Site has been completed in compliance with the PA, including without limitation, the issuance of a certificate of occupancy for the core and shell build out of the project.
2. The Agency agrees and does hereby certify that the construction and development on the site have been fully satisfactorily performed and completed as required by the PA.

ATTACHMENT "F"

Form of Agreement to be Recorded Affecting Real Property

Recording Requested by:
City of Las Vegas
Redevelopment Agency

After Recordation, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 2008, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and Buy-Low Market, Inc. (hereinafter referred to as the "Participant") with reference to the following:

A. Edmond Town Center LLC, or its affiliate is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the City of Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. The 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.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Participation Agreement (the "PA") entered into between the Agency and the Participant on [_____, 2008].

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT
HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Participant has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the PA, that the terms and provisions of the PA have been fully and satisfactorily performed by the Participant.

2. The Participant, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified or permitted in the PA.

b. To maintain the improvements on the Site, keep the Site free from any material accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Participant; provided, however, that if the Participant shall fail to so maintain the Site, the Agency may perform such maintenance for the Participant and in such event shall be entitled to be reimbursed by the Participant for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Sub-tenant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The Agency and the Participant shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

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

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

ATTEST:

BEVERLY K. BRIDGES, Secretary

APPROVED AS TO FORM:

Date

BUY-LOW MARKET INC.

By: _____
PAUL (PARVIZ) VAZIN, President

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this ____ day
of _____, 2008, by OSCAR B. GOODMAN, Chairperson of the City of Las
Vegas Redevelopment Agency.

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this ____ day
of _____, 2008, by _____, as _____
of Buy-Low Market, Inc.

ATTACHMENT "G"

EMPLOYMENT PLAN

EMPLOYMENT PLAN FOR BUY-LOW MARKET INC.,

The Employment Plan of **Buy-Low Market Inc.**, is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") dated June 3, 1992, and amended June 6, 2001. (Attachment 1). This Employment Plan outlines the steps to be taken by Buy-Low Market Inc., to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women, and/or the homeless.

The Plan herein is divided into two parts, as contemplated by the Policy. Since Buy-Low Market Inc., is an entity which is proposing to remodel commercial retail space for a Grocery store, it hereby submits an employment plan in its capacity as a "Sub-tenant."

PART I

Sub-tenant Employment Plan

The Development Employment Plan shall apply during the construction phase of the Project.

1. Description of the Facilities to be Constructed. The facilities to be constructed by Buy-Low Market Inc., will consist of approximately 40,000 square feet for a retail grocery store. Please see Section 103, and Attachments "C" and "D" of the participation Agreement for a complete description of the facilities. 2. Contracts for Construction of the Project. Buy-Low Market Inc., will promote, and will cause its general contractor to promote, the utilization

of women, minority, disabled, and veteran owned business enterprises for the construction of the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity Contracting Policy." See Attachment 2. These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran owned businesses expressed as a proportion of the total dollar value of bids.

The Policy requests a list and the amount of contracts to be let for the construction of the redevelopment project. Buy-Low Market, Inc. will prepare, or cause its general contractor to prepare such a list of contracts that have been let and those contracts for which Bid documents have not yet been prepared. As construction drawings and bid documents are received, after the date of the Participation Agreement, the general contractor, through its construction manager, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans ("MWDV") business firms. Bid documents will then be completed and disseminated, using the City's Minority Vendors Directory, as described below. It is anticipated that these documents will be prepared approximately three months after the signing of the Participation Agreement. At such time, Buy-Low Market, Inc., will submit an Addendum to this Plan identifying the construction contracts.

3. Manner of Involving, MWDV Businesses. Buy-Low Market, Inc. hereby certifies that, for the construction phase of the Project, it will use and instruct, or cause its general contractor to use and instruct, its project manager and construction manager to use the City's Minority Vendors Directory to locate potential subcontractors. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient

time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, Buy-Low Market, Inc. will perform, or cause its general contractor to perform, the following tasks:

(a) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(b) Contract and coordinate with City's Purchasing and Contracts Manager and Redevelopment Agency to obtain lists and information concerning MWDV owned business enterprises;

(c) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises;

(d) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible.

(e) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements; and

(f) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance;

(g) Organize a Job Fair prior to the Grand Opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women focused media outlets. Minority agencies will also be notified, as recommended by the City's Human Resources

Office. This fair will be provided at no cost to the tenants or job applicants and will provide a forum for applying and interviewing for positions at the Project (see Attachment 3 for an example).

(h) Buy-Low Market, Inc. will provide and dedicate a public announcement board in a public area of the Project. Tenants will be notified of the location and availability of this board and encouraged to utilize it to advertise positions on an ongoing basis.

(i) Buy-Low Market, Inc. shall cause its general contractor to advertise and solicit bids and accept qualified joint venture bids from local MWDV owned business firms and from joint ventures involving local and out of state MWDV owned business firms. Buy-Low Market, Inc. shall encourage joint ventures with the MWDV owned business firms.

PART II

Participant Employment Plan

The Participant_Employment Plan shall apply to Participant hiring of new permanent employees during the post construction phase of the Project. In addition, even though portions of the Project are not being supported by redevelopment funds, Participant will adopt the employment objectives stated in the Policy for the entire Project. In this regard, Participant recognized that subcontractors of permanent operations will be required to adhere to the Employment Plan, to the extent possible, which will be effected through contractual language included in any agreements with such subcontractors

1. Description of Existing Opportunities for Employment within the Area.

Prior to construction of the Project, Buy-Low Market, Inc. believes that the current opportunities in the area are quite limited. Of the limited opportunities that are available, even fewer are in the project area and, to the best of the knowledge of, Buy-Low Market, Inc there

may not be any full time employment opportunities currently existing in new commercial retail projects. It is anticipated that employment opportunities will be in full time construction and part time employment opportunities to as well as landscape, maintenance and security personnel.

The intent of the Policy is that a project benefited by redevelopment funds creates new jobs for residents of the Redevelopment Area and the City of Las Vegas Special Impact Area. The information shown in Attachment 4 taken from 2000 Census data compiled by the City's Community Planning and Development Department, contains a statistical breakdown in terms of race and employment categories for each of the Census Tracts in the Special Impact Area.

2. Estimate and Description of New Jobs Created as a Result of the Project. It is estimated that 85 new permanent jobs will be created as a direct result of the Project. Additional permanent jobs will be created with each new phase of the Project as set forth in Attachment 5.

3. Description of the Steps to be Taken to Achieve Objectives. It is the intent of Buy-Low Market, Inc to fill as many as possible new permanent jobs created as a direct result of the Project by residences in the targeted areas who are economically disadvantaged, physically handicapped, members of racial minorities, veterans, homeless and women. A variety of steps are planned in order to meet this objective. First, the general contractor will advertise in newspapers of general circulation, trade association papers and MWDV focused media concerning new permanent employment opportunities associated with the Project. (See Attachment 3).

Second, Buy-Low Market, Inc will utilize the following referral agencies to seek assistance in identifying qualified job applicants;

- (a) Nevada Employment Security Department;
- (b) Nevada Business Services, Inc.;

- (c) Urban Chamber of Commerce;
- (d) Latin Chamber of Commerce;
- (e) Las Vegas Indian Center;
- (f) Endeavor I March of Dimes;
- (g) Nevada Welfare Department;
- (h) Women's Development Center;
- (i) St. Vincent's Job Desk;
- (j) Community College of Southern Nevada;
- (k) Bureau of Vocational Rehabilitation of Southern Nevada;
- (l) Dr. Martin Luther King, Jr. Committee;
- (m) Nevada Partners;
- (n) The City of Las Vegas Housing Authority;
- (o) The Governor's Committee on Employment for Individuals with Disabilities;
- (p) Southern Nevada Homeless Coalition;
- (q) Key Foundation;
- (r) Military Veterans Volunteer Center;
- (s) Southern Nevada Disenfranchised Veterans Consortium;
- (t) Veterans Administration (VA);
- (u) Lowden Veterans Center and Museum / CONVO;
- (v) National Action Network;
- (w) State of Nevada Casual Labor Office;
- (x) Las Vegas Rescue Mission;
- (y) Sign Snow;

(z) Such other referred agencies that are suitable, as determined by the City Manager for the City of Las Vegas, or their designee.

Further, Buy-Low Market, Inc. will work closely with the City of Las Vegas and Redevelopment Agency officials to obtain assistance in its hiring activities.

4. Buy-Low Market certifies that they will pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.

5. Buy-Low Market, Inc. will notify in writing all of the referral agencies of job positions which are initially available for hire at least 30 working days prior to anticipated initial hiring dates. Thereafter, for the filling of subsequent positions, Buy-Low Market, Inc will endeavor to give all previously responsive agencies a notification in writing within a reasonable time prior to anticipate hiring dates. Both of the above referenced notifications will include a description of the required job qualifications, the rate of pay, the anticipated hiring date and the date by which the referral agency must refer qualified applicants in order to be considered for hiring. Buy-Low Market, Inc will copy the Redevelopment Agency on all such written correspondence.

6. Buy-Low Market, Inc will work closely with the agencies designated in item 3 to provide them the information needed for the agencies to design aid establish programs to train and upgrade the skills of qualified employees to fill the needs of their businesses. Buy-Low Market, Inc. will make a good faith effort to provide the information in advance of the need for the employees in order to provide a meaningful opportunity to provide training for the jobs.

7. Pursuant to Section H of the Employment Plan, Buy-Low Market, Inc will submit quarterly reports to the Redevelopment Agency for the duration of the Participation

Agreement between the Redevelopment Agency and Buy-Low Market, Inc. dated [_____] (the "Agreement"), with one copy to the City Purchasing and Contracts Manager for the duration of the Agreement. The quarterly reports will demonstrate compliance with the requirements of the Employment Plan.

ATTACHMENT 1

CITY OF LAS VEGAS REDEVELOPMENT AGENCY EMPLOYMENT PLAN POLICY

Adopted
June 6, 2001

EMPLOYMENT PLAN POLICY

(As Adopted on June 6, 2001)

A. What is the purpose of the Employment Plan Policy?

The purpose of this Employment Plan Policy is to encourage developers and build-to-suit owners/lessees participating in a redevelopment project funded by the Redevelopment Agency to hire individuals of specially targeted population groups (economically disadvantaged residents, physically handicapped, members of racial minorities, veterans or women) who live within the area of operation.

B. Who must submit Employment Plans?

1. **Developers:** As appropriate for the redevelopment project, the developer shall submit to the Redevelopment Agency an Employment Plan for the construction phase of the redevelopment project in accordance with the requirements of this Policy. For purposes of this Policy, a "developer" means any person or entity who is proposing to construct commercial, office, retail or industrial space with the assistance of the Redevelopment Agency and includes both developers of speculative space and build-to-suit owners.

A "developer of speculative space" means any developer who constructs commercial, office, retail or industrial space for the purpose of conveying or leasing to an unknown owner and/or tenant. A "build-to-suit developer" means any developer who constructs commercial, office, retail or industrial space in accordance with the customized specifications of a known owner and/or lessee to whom the space will be conveyed or leased upon completion of the redevelopment project

2. **Build-to-Suit Owners/Lessees:** As appropriate for the redevelopment project submitted by a build-to-suit developer, the owner/lessee for which the redevelopment project is to be constructed shall submit to the Redevelopment Agency an Employment Plan for the post construction phase of the redevelopment project in accordance with the requirements of this Policy

For purposes of this Policy, “build-to-suit owner/lessee” means the owner and/or lessee of commercial, office, retail or industrial space which has been constructed by the developer to the customized specifications of the owner/lessee.

3. **Owners/Lessees:** An owner/lessee of speculative commercial, industrial, office or retail space shall be exempt from submitting an Employment Plan

C. What is the term of the Employment Plan?

1. The developer shall adhere to the Employment Plan only during the construction phase of the development
2. The build-to-suit owner/lessee shall adhere to the Employment Plan for at least as long as the redevelopment project remains subject to the Owner Participation Agreement (OPA)/Disposition and Development Agreement (DDA) Each OPA/DDA will include the specific time periods based on the particular relevant aspects of the project. All subcontractors of permanent operations will be required to adhere to the Employment Plan through contractual language included in any agreement with the build-to-suit owner/lessee. The appropriate requirements of the Employment Plan Policy shall be included in the Owner Participation Agreement
3. Employment Plans must be submitted to the Agency for review during negotiations for redevelopment funding to be approved as part of the OPA/DDA.

D. What information must the developer provide in the Employment Plan?

The developer shall provide the Agency with a list and amount of all contracts to be let for the construction of the redevelopment project.

E. What procedures shall the developer adhere to?

The developer is required to submit an Employment Plan for the construction phase of the redevelopment project, and shall be referred to the City's Minority Vendors Directory. The developer shall notify the vendors identified in the Minority Vendors Directory of all contracts to be let for the redevelopment project. A copy of the notification shall be submitted to the Redevelopment Agency

F. What information must be in the Employment Plan submitted by Build-to-Suit Owner/Lessees?

1. A description of the existing opportunities for employment within the area. This information is available from the Nevada Employment Security Department. The Agency shall make every effort to assist the build-to-suit owner/lessee in obtaining this information for inclusion in the Employment Plan.
2. A projection of the effect that the redevelopment project will have on opportunities for employment within the area. In other words, the number of new jobs created as a result of the redevelopment project and a description of the skills required to fill the positions. The build-to-suit owner/lessee must supply this information to the Redevelopment Agency.
3. It is the intent of this Policy that a minimum of 51% of all new jobs created as a direct result of the Redevelopment Project be filled by residents of the Redevelopment Area and/or the City of Las Vegas Special Impact Area (SIA) and/or Census Tracts 5.03 and 5.04 (these tracts will be eligible for SIA designation upon release of the 1990 census information). The Redevelopment Agency shall have the authority to reduce the employment requirements of this section after a showing of just cause. This includes the refilling of those jobs for the duration of the Employment Plan. The build-to-suit owner/lessee is required to submit an Employment Plan which describes how the operation will employ persons who are.
 - a. *economically disadvantaged*
 - b. *physically handicapped*
 - c. *members of racial minorities*
 - d. *veterans*
 - e. *women*
4. The build-to-suit owner/lessee shall, as part of the Employment Plan, utilize one or more of the following referral agencies for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. These referral agencies, by virtue of their activities, are recognized as having a knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

- a. *Nevada Employment Security Department*
- b. *Nevada Business Services*
- c. *Nevada Black Chamber of Commerce*
- d. *Latin Chamber of Commerce*
- e. *Las Vegas Indian Center*
- f. *Nevada Association for the Handicapped*
- g. *Nevada Welfare Department*
- h. *Women's Development Center*
- i. *St. Vincent's Job Desk*
- j. *Community College of Southern Nevada*
- k. *Bureau of Vocational Rehabilitation of Southern Nevada*
- l. *Dr. Martin Luther King, Jr. Committee*

- 5. Build-to-suit owner/lessees shall be required to pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees
- 6. Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs a total of more than (25) employees. The training program shall be included as part of the Employment Plan

G. What procedural guidelines must Build-to-Suit Owner/Lessee follow?

- 1. The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.
- 2. Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical and professional positions
- 3. The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filled by an internal promotion from his own work force.

4. In the event that the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing
5. The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy
6. The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin
7. The Redevelopment Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

H. What are the reporting requirements?

1. The developer shall inform the Agency of the selected bidder after the bid is awarded, including a justification for not selecting the minority vendor, if such is the outcome. Backup documentation shall be provided to the Agency, as requested.
2. The build-to-suit owner/lessee shall submit a report to the Redevelopment Agency within thirty (30) calendar days after the end of each calendar quarter. This report will provide the Agency with a list of employees' names, addresses, rates of pay and health benefit status, and whether or not they were referred by the above agencies. Affected employees shall be notified that this information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted Employment Plan. This information shall not be submitted to any other person or organization for any other purpose.

Assembly Bill No. 664- Assemblymen Arberry and Wendell Williams

Chapter 621

An ACT relating to the redevelopment of communities, requiring a proposal for a project

of redevelopment to include an employment plan; and providing other matters property relating thereto

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS

Section 1. NRS 279.572 is hereby amended to read as follows:

279.572 1. Every redevelopment plan must show:

- [1.] (a) The amount of open space to be provided and the layout of streets.
- [2.] (b) Limitations on type, size, height, number and proposed use of buildings.
- [3] (c) The approximate number of dwelling units
- [4] (d) The property to be devoted to public purposes and the nature of those purposes
- [5] (e) Other covenants, conditions and restrictions which the legislative body prescribes
- [6] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

- (a) A description of the existing opportunities for employment within the area*
- (b) A projection of the effect that the redevelopment project will have on opportunities for employment within the area.*
- (c) A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:*
 - (1) Economically disadvantaged*
 - (2) Physically handicapped*
 - (3) Members of racial minorities*
 - (4) Veterans*
 - (5) Women*

ATTACHMENT 2

ITB 18 EQUAL OPPORTUNITY CONTRACTING POLICY

18.01 General Policy

Minority Owned Business Enterprises, Women-Owned Business Enterprises and Disabled Veteran-Owned Business Enterprises (collectively "M/W/DV Business Enterprises") shall be afforded the opportunity to submit bids for the award of a contract or subcontract in connection with the Project, and shall not be discriminated against on the basis of race, color, creed, sex or national origin. Each bidder shall be responsible for making a good faith effort to solicit bids from M/W/DVBE subcontractors and suppliers. It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work and/or material needs consistent with M/W/DVBE availability.

The lack of a good faith effort will subject the apparent low Bidder to additional scrutiny by the Purchasing and Contracts Division, and may affect the performance evaluation rating of the bidder awarded the contract. M/W/DVBE prime contractors are also expected to demonstrate a good faith effort to award subcontractors to M/W/DVBE firms. A M/W/DVBE prime contractor will be rated on the portion of the work to be completed by its own workforce and that of M/W/DVBE subcontractors and/or material suppliers.

18.02 Additional Information

Any Bidder needing additional information on the Owner's Equal Opportunity Contracting Policy or information regarding M/W/DV Business Enterprises may contact the Owner at (702) 229-6231.



ATTACHMENT 3

May 21, 2008

1245 East Watson Center Rd
Carson, CA 90745-4207
310-816-0200
Fax 310-816-0201

Top Valu Markets
Valu Plus Food Warehouses
1 888-4-KVMART
1 888-458-6278

Dear Councilman Barlow:

K.V. Mart Co. is enthusiastic about the upcoming opportunity to open a Buy Low Market in the West Las Vegas community. We look forward to providing many employment and career opportunities to the residents within the community.

My name is Bonnie Stokes and I am the Vice President of Human Resources (People Department) at K.V. Mart Co. During the 16 years that I have been with K.V. Mart Co, my team and I have organized and executed the mass recruitment plans for the grand openings of approximately 15 grocery stores throughout our chain. The latest recruitment was for the Buy Low Market in Long Beach. Below are a few of the steps that I take to ensure a successful grand opening recruitment.

- Partner with the local State of California Employment Development Department within the community of the store location. Services they provide
 1. Locating, referring & scheduling applicants for interviews,
 2. Providing interviewing facilities, if needed,
 3. Flyers are created and posted for all jobs,
 4. Assist with planning Job Fair,
 5. Assist with contacting the various community employment referral agencies.
- Advertise employment opportunities
 1. Banners placed on building announcing job opportunities and/or Job Fair and interviewing schedule.
 2. Place ads in the local community newspaper
 3. Create flyers or place ads in newsletters of local churches and schools.
- Job Fair / Recruitment
 1. 2 or 3 day Job Fair to be held at store site.
 - a. Team of experienced interviewers (Corporate & Store Management) will be meeting with applicants
 2. Additional recruitments at local schools, churches and/or agencies, if required.
- Hiring / Orientation / Training
 1. Selection and Job Offers
 2. New Hire Welcome Rally & Orientation
 3. Training of all positions.
 4. Grand Opening

I look forward to working with you and the West Las Vegas community to open a Buy Low Market and to create job and career opportunities for your residents.

If additional information is needed, please do not hesitate to contact me

Sincerely,

Bonnie J. Stokes
Vice President, Human Resources

ATTACHMENT "H"

INTENTIONALLY OMITTED

ATTACHMENT "I"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

“City” means the City of Las Vegas

“City Council” means the governing body of the City of Las Vegas

“Contracting Entity,” means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas

“Principal” means, for each type of business organization, the following (a) sole proprietorship – the owner of the business, (b) corporation – the directors and officers of the corporation, but not any branch managers of offices which are a part of the corporation, (c) partnership – the general partner and limited partners, (d) limited liability company – the managing member as well as all the other members, (e) trust – the trustee and beneficiaries

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
Name <u>BUY LOW MARKET, INC</u>	
Address <u>CARSON, CA.</u>	
Telephone <u>(310) 816-0200 X420</u>	
EIN or DUNS <u>95-4882665</u>	

Block 2	Description
Subject Matter of Contract/Agreement: <u>PARTICIPATION AGREEMENT</u>	
RFP #:	<u>N/A</u>

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	<u>PAUL VAZIN, PRESIDENT</u>	<u>1245 E WATSON CENTER Rd CARSON, CA 90745</u>	<u>X 420 (310) 816-0200</u>
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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: _____

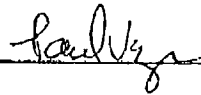
Block 5**Disclosure of Ownership and Principals - Alternate**

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 in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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



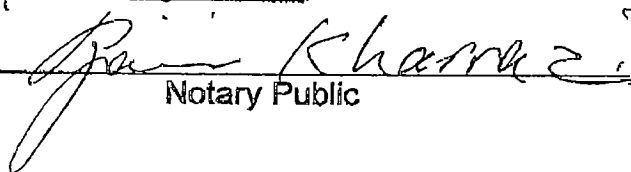
Name

5-21-08

Date

Subscribed and sworn to before me this 21
day of May 2008

May 2008, 2008.


Notary Public



ANALYSIS OF THE
PUBLIC PURPOSE AND BENEFITS
OF THE BUY-LOW MARKET, INC.

City of Las Vegas
Office of Business Development
Las Vegas Redevelopment Agency
June 4, 2008



CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

BUY-LOW MARKET, INC. - LAS VEGAS
PUBLIC PURPOSE/PUBLIC BENEFIT ANALYSIS

BUY-LOW MARKET INC., involves the redevelopment and re-tenanting of approximately 43,000 square feet of commercial retail shopping center space, formerly operating as a Vons Grocery Store, which closed in August 2004, within the Edmond Town Center neighborhood shopping center located at: 1061 West Owens Avenue, Las Vegas Nevada City of Las Vegas (the "Project").

The Agency is proposing in the Participation Agreement (PA) to offer Public Investment not to exceed a total of Nine Hundred Thousand Dollars (\$900,000) as follows: \$200,000 grant towards new equipment purchased; annual tenant improvement and remodeling rebate (lease year end) not to exceed \$100,000 per year for seven (7) years. Under a separate agreement, Buy-Low Market will submit a complete and timely Commercial Visual Improvement Program (CVIP) application to the Agency for consideration and approval by the Agency Board and City Council. Subject to the terms and conditions of an approved CVIP grant, Buy-Low Market will be reimbursed up to a maximum of \$50,000 for qualified exterior improvements.

In order to evaluate the public purpose and benefits of the proposed project, the Agency is following the guidelines established in the Community Redevelopment Law. Pursuant to NRS 279.486, in order for the Agency to participate, the Agency must determine (a) The buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located; and (b) no other reasonable means of financing those buildings, facilities, structures or other improvements are available. The Agency has determined that the Project satisfies both of these tests. In reaching this determination, the Agency is making the following findings which are supported by the following supporting documentation:

SUMMARY OF REQUIRED FINDINGS
PER NRS CHAPTER 279.486(a)

	NRS Subsection	Finding	Supporting Documentation
1.	279.486(2)(a)(1)	Encourage the creation of new business or other appropriate development	Applied Economics Analysis Report
2.	279.486(2)(a)(2)	Create jobs or other business opportunities for nearby residents	Applied Economics Analysis Report
3.	279.486(2)(a)(3)	Increase local revenues from desirable sources	Applied Economics Analysis Report
4.	279.486(2)(a)(4)	Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located	Applied Economics Analysis Report

	NRS Subsection	Finding	Supporting Documentation
5	279.486(2)(a)(6)	Require for their construction, installation or operation the use of qualified and trained labor	Employment Plan
6	279 486(2)(a)(7)	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	Applied Economics Analysis Report
7.	279 486(a)(2)	No other reasonable means of financing those buildings, facilities, structures or other improvements are available	Applied Economics Analysis Report

*A copy of the Report is on file with the Redevelopment Agency within the Office of Business Development

Finding 1: The Project encourages the creation of new business or other appropriate development. New development subsequent to the opening of BUY-LOW MARKET will be the balance of in-line commercial space of approximately 100,000 sq ft, and up to 40,000 sq ft of out-parcel pad developments with leases traditionally tied to the Grocery Anchor's operation being open to the general public.

Finding 2: The Project creates jobs or other business opportunities for nearby residents. See above table

Finding 3: The Project Increase local revenues from desirable sources. See above table

Finding 4: The Project Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located. See above table

Finding 5: The Project requires for its construction, installation and operation the use of qualified and trained labor. See above table

Finding 6: The Project demonstrates greater social and financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The operator is bringing a new grocery chain to West Las Vegas community that does not currently operate in the Las Vegas market.

The Agency will require the developer to pay Prevailing Wage to all workers employed in the construction of the project. For permanent employment, the developer is estimating that the project will employ over 85 people who will earn approximately \$1,600,000 in wage and salary payments each year. This generates an annual employee

economic impact of \$5,513,921 in year one. Applied Economics Analysis showed that the indirect and induced labor would yield 106 new employees earning \$1,194,257.

Finding 7: No other reasonable means of financing are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant.