City of Las Vegas

REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS – 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
AGENCY MEMBERS: OSCAR B. GOODMAN, CHAIRMAN (At-Large)
GARY REESE, VICE-CHAIRMAN (Ward 3), STEVE WOLFSON (Ward 2),
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), DAVID W. STEINMAN (Ward 4 – Interim)
January 21, 2009
8:00 AM

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of December 17, 2008

4. Discussion and possible action on the City of Las Vegas Redevelopment Agency (component unit) Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2008

5. Discussion and possible action regarding a Consent To Assignment and Assumption of Disposition and Development Agreement for the Second Amendment To Disposition and Development Agreement by and between Alpha Omega Strategies, Inc., a Nevada corporation and Alpha Omega Strategies, LLC, a Nevada limited liability company, for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 6 and Council Items 44 and 45]

6. Discussion and possible action regarding the Third Amended and Restated Disposition and Development Agreement among the City of Las Vegas (City), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a public body, and Alpha Omega Strategies, LLC, for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 and Council Items 44 and 45]

7. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2009

SUBJECT:

CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2009

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of December 17, 2008

City of Las Vegas

Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING

☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on the City of Las Vegas Redevelopment Agency (component unit) Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2008

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
NRS 354.624 requires an annual audit of the City be conducted by an independent public accounting firm. It further requires the audit report and the CAFR be presented to the governing body with the recommendations and the summary of narrative comments. The audit was conducted by KPMG LLP. The City received an unqualified opinion.

RECOMMENDATION:
Receive the audit report and provide guidance for any management actions.

BACKUP DOCUMENTATION:
None

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS

SUBJECT:
Discussion and possible action regarding a Consent To Assignment and Assumption of Disposition and Development Agreement for the Second Amendment To Disposition and Development Agreement by and between Alpha Omega Strategies, Inc., a Nevada corporation and Alpha Omega Strategies, LLC, a Nevada limited liability company, for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 6 and Council Items 44 and 45]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This item pertains to the Second Amendment To Disposition and Development Agreement for 1501 North Decatur Boulevard, which was approved by City Council on July 16, 2008. Alpha Omega Strategies, Inc., is formally changing their entity to Alpha Omega Strategies, LLC.

RECOMMENDATION:
Approval subject to review and approval by City Council.

BACKUP DOCUMENTATION:
1. Consent To Assignment and Assumption of Disposition and Development Agreement
2. Second Amendment To Disposition and Development Agreement
3. Disclosure of Principals

CONSENT TO ASSIGNMENT AND ASSUMPTION OF DISPOSITION AND DEVELOPMENT AGREEMENT

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF DISPOSITION AND DEVELOPMENT AGREEMENT is made and entered into this _____day of ______, 2009 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada ("RDA"), ALPHA OMEGA STATEGIES, INC., a Nevada corporation ("Assignor") and ALPHA OMEGA STRATEGIES, LLC, a Nevada limited liability company ("Assignee").

RECITALS:

A. Assignor entered into that certain Disposition and Development Agreement dated July 16, 2007, as amended (collectively the "Disposition Agreement"), by and among Assignor, the City and RDA to purchase certain real property from the City and RDA, and more particularly described in the Disposition Agreement.

B. Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all right, title, interest and obligations of Assignor in, to and under the Disposition Agreement.

C. Assignor and Assignee desire City's and RDA's consent to the foregoing subject to the terms of this Consent.

NOW, THEREFORE, in consideration of the premises, and the undertakings of the parties under the Disposition Agreement, and for good and other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The City and RDA consent to the assignment of the Disposition Agreement, including all of the rights, benefits and privileges of the Buyer under the Disposition Agreement, to the Assignee.

2. City, RDA and Assignor confirm that (i) Exhibit A to the Assignment and Assumption of Disposition and Development Agreement dated _________ between the Assignor and Assignee ("Assignment and Assumption") represents the entire agreement between the Assignor and the City and RDA with respect to the Property; and (ii) the Disposition Agreement is in full force and effect and has not been assigned, modified, supplemented or amended in any way except as described in Exhibit A to the Assignment and Assumption.

3. Following the assignment of the interests in Assignor to Assignee, Assignee will be the Buyer under the Disposition Agreement.

4. Pursuant to Resolutions R-105-99 and RA-4-99, Assignee warrants that it has and will continue to disclose, on the form attached hereto as Attachment 1, all

members of Assignee holding more than a one percent (1%) ownership interest in Buyer.

ATTEST:

____
Beverly Bridges, City Clerk, CMC

CITY OF LAS VEGAS

By______________________________
OSCAR B. GOODMAN, MAYOR

~~ATTEST:~~

____
Beverly Bridges, Secretary

~~CITY OF LAS VEGAS~~
REDEVELOPMENT AGENCY

By______________________________
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

V. Pabalto 1/12/09
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.,
a Nevada corporation

By:______________________________

Its:______________________________

ALPHA OMEGA STRATEGIES, LLC,
a Nevada limited liability company

By: ______________________________

Its: ______________________________

Attachment A
ASSIGNMENT AND ASSUMPTION OF DISPOSITION AND DEVELOPMENT AGREEMENT

This Assignment and Assumption of Disposition and Development Agreement (this "**Assignment**") is executed to be effective as of December ___, 2008 (the "**Effective Date**"), by and between **ALPHA OMEGA STRATEGIES, INC.**, a Nevada corporation ("**Assignor**") and **ALPHA OMEGA STRATEGIES, LLC**, a Nevada limited liability company ("**Assignee**").

RECITALS:

A. Assignor entered into that certain Disposition and Development Agreement, dated June 20th, 2007 (as amended, the "**Disposition Agreement**") by and among Assignor, the City of Las Vegas (the "City") and the City of Las Vegas Redevelopment Agency to purchase certain real property from the City and more particularly described in the Disposition Agreement (the "**Property**"). All capitalized terms used, but not defined, herein shall have the meanings assigned to such terms in the Disposition Agreement.

B. Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all right, title, interest and obligations of Assignor in, to and under the Disposition Agreement, upon and subject to the terms and conditions contained in this Assignment.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor assigns to Assignee all of Assignor's right, title and interest in, to and under (a) the Disposition Agreement, and all of the rights, benefits and privileges of the Buyer thereunder, including, without limitation, any deposits or monetary obligations delivered to the City prior to the date of this Assignment, and (b) any and all surveys, title work, work product of any attorney engaged by Assignor in connection with the Property, studies, environmental reports and other reports, commitments, estoppels, utility availability letters and all other due diligence matters with respect to the Property (collectively, the "**Due Diligence Items**").

2. **Assumption**. Assignee assumes and agrees to perform all of the terms, covenants and conditions of the Disposition Agreement on the part of the Buyer therein required to be performed from and after the Effective Date. Assignee indemnifies, defends and holds Assignor harmless from and against any and all losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees), claims, demands and causes of action arising out of or relating to any failure by Assignee to fully and timely perform any duty or obligation required of the Buyer under the Disposition Agreement which arises from and after the Effective Date.

3. **Indemnity by Assignor**. Assignor indemnifies, defends and holds Assignee harmless from and against any and all losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees), claims, demands and causes of action arising out of or relating to any failure by Assignor to fully and timely perform any duty or obligation required of the Buyer under the Disposition Agreement which arose prior to the Effective Date.

4. **Representations by Assignor**. Assignor represents and warrants to Assignor

as follows:

(a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has the full right, power and authority to enter into this Assignment, and to perform all of the obligations and liabilities of Assignor required to be performed hereunder.

(b) This Assignment has been duly and validly executed and delivered by and on behalf of Assignor and, assuming the due authorization, execution and delivery thereof by and on behalf of Assignee, constitutes a valid, binding and enforceable obligation of Assignor enforceable in accordance with its terms.

(c) Neither the execution and delivery hereof, nor the taking of any action contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Assignor is a party, or by which Assignor or the Property is a party or otherwise bound.

(d) Before giving effect to this Assignment, Assignor is the legal and beneficial holder of the rights, benefits and privileges of the Buyer under the Disposition Agreement.

(e) Attached hereto as Exhibit A is a true, correct and complete copy of the Disposition Agreement.

(f) The Disposition Agreement is in full force and effect and has not been terminated by Assignor or the City.

(g) Neither Assignor nor City is in default under the Disposition Agreement.

(h) Prior to, or concurrently with, the execution of this Assignment, Assignor has delivered to Assignee all Due Diligence Items.

(i) There is no claim, cause of action or other litigation or any judicial, administrative or investigative proceeding pending or threatened against Assignor or, to the best of Assignor's knowledge, City in respect of the Disposition Agreement, and to the best of Assignor's knowledge, there is no litigation or administrative proceeding pending or threatened against any other person that could materially and adversely affect the use of the Property for the purpose intended.

5. **Representations by Assignee.** Assignee represents and warrants to Assignor as follows:

(a) Assignee is a Nevada limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada, with full right, power and authority to enter into this Assignment, and to perform all of the obligations and liabilities of Assignee required to be performed hereunder.

(b) This Assignment has been duly and validly executed and delivered by and on behalf of Assignee, and, assuming the due authorization, execution and delivery thereof by and on behalf of Assignor, constitutes a valid, binding and enforceable obligation of Assignee enforceable in accordance with its terms.

(c) Neither the execution and delivery hereof, nor the taking of any action contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Assignee is a party or by which Assignee is otherwise bound.

6. **Counterparts; Facsimiles; Electronic Transactions**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart of this Agreement faxed, scanned emailed or other means of electronic duplication (such as the PDF format of Adobe Acrobat), by a party to another party will constitute delivery by the sending party to the recipient party, may be treated by the recipient party as an original, and will be admissible as evidence of such executed and delivered counterpart.

7. **Governing Law.** This Assignment shall be governed by the law of the State of Nevada.

[SIGNATURE PAGE TO FOLLOW]

Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

ALPHA OMEGA STRATEGIES, INC.,
a Nevada corporation

____
Michael J. McDonald, President

APPROVED AND ACCEPTED TO
this ____ day of __________, 200____

ASSIGNEE:

ALPHA OMEGA STRATEGIES, LLC
a Nevada limited liability company

By: Peccole Management and Consulting LLC, a Nevada limited liability company, Manager

By:______________________________
Its:______________________________

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Before me personally came and appeared Michael J. McDonald, as President of Alpha Omega Strategies, Inc., a Nevada corporation who produced as identification a Nevada Driver's License showing him to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ___day of December 2008.

____
Notary Public
My commission expires: ________________

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Before me personally came and appeared ________________, as Manager of Peccole Management and Consulting, LLC, a Nevada limited liability company, the Manager of Alpha Omega Strategies, LLC, a Nevada limited liability company who produced as identification a Nevada Driver's License showing him to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ___day of December 2008.

____
Notary Public
My commission expires: ________________

EXHIBIT A

Copy of the Disposition Agreement

[Follows This Page]

SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT ("Second Amendment") is made as of the 16th day of July, 2008, by and between City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a public body in the State of Nevada, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Alpha Omega Strategies, Inc., RDA and the City are sometimes referred to collectively as the "**Parties.**"

RECITALS

A. The Parties entered into a Disposition and Development Agreement dated July 20, 2007 and was amended on October 17, 2007 with the First Amendment to the Disposition and Development Agreement (collectively the "DDA"), wherein the Sellers agree to sell certain real property generally located at 1501 North Decatur Boulevard, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable, age-restricted rental units and commercial retail space to cater to residents of the residential units.

B. Buyer has been moving forward through site planning and trying to obtain funding for the development of the Project, however, the current economic troubles that are effecting this whole country are making it difficult to use affordable housing tax credits to fund this Project.

C. The City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108 (such City-owned land and RDA-owned land referred to collectively herein as the "Property"). A Site Plan and Legal Description of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006. Hereinafter the APN 138-25-503-006 will be referred to as the Parcel A, which consists of a 9.95 acre parcel located at 1501 North Decatur Boulevard; and APNs138-25-515-001, 138-25-516-001 which consists of an approximate 3.39 acre of parcels located on Laurelhurst Drive will be referred to as Parcels B & C. As a part of the development of the Project, Parcels A, B and C will be commercially subdivided and be given a Lot name.

NOW, THEREFORE, the Parties agree to amend the DDA as follows:

1. Section 1, PURCHASE AND SALE, subsection (a), first sentence, shall be amended to read as follows:

Sellers and Buyer agree that the development on the Property will consist of the following to be built on the Property: **(1.) For Parcel A, at least 400 mid-rise age-restricted low-income housing units and 65,000 sq. ft. of commercial / retail / restaurant / office space; and (2.) For Parcels B and C, at least 60 low-rise age-restricted low-income housing units, surface parking for the residential units ("low rise residential") and at least 10,000 sq. ft. of park space** (such development collectively referred to herein as the "Project").

2. Section 1, PURCHASE AND SALE, subsection (d), shall be amended to read as follows:

The Project will be developed within the time schedule set forth herein. The acquisition and development of the Site will be done in phases. The Buyer will not acquire the lots within Parcels A, B and C until the Buyer is ready to begin construction on those lots.

The commercial retail lots within Parcel A will be the first lots to be acquired and developed. The commercial lots will be developed as commercial / retail which will at a minimum consist of (a.) 2 pad sites consisting of approximately: (i.) 3100 square feet (anticipated to be a fast food tenant and a retail tenant), and (ii.) approximately 5000 square feet (anticipated to be a fast food tenant); and (b.) a "large box" building consisting of 40,000 square feet (anticipated to be a neighborhood grocer) or other acceptable uses that are approved in writing by the City and the RDA.

For Parcel A, Buyer agrees that, in all events, within six (6) months after the acquisition of any commercial lot, the Buyer will commence construction on the acquired commercial lot and will complete such construction within twenty-four (24) months after commencement of construction. Buyer agrees that, in all events, and no later than July 20, 2009, Buyer will have acquired all of the commercial lots within Parcel A. Buyer shall commence construction of the residential mid-rise tower no later than September 20, 2009 and complete said construction of the residential mid-rise tower ("tower") no later than September 20, 2011.

For Parcels B and C, Buyer shall acquire Parcels B and C no later July 20, 2010 and begin construction of the low-rise residential project no later than September 20, 2011. Buyer shall have the right to request from the City and the RDA the ability to delay the acquisition and development of Parcels B and C for a reasonable period of time due to legitimate business concerns. Approval of the delay will require the approval of the Las Vegas City Council and the RDA Board.

Acquisition of each lot, commercial and residential, or Parcel shall be subject all of the provisions of Section 9 of the DDA, CONDITIONS PRECEDENT TO CLOSING.

The commencement of construction shall be evidenced by the pouring of the foundation for each lot, commercial and residential, within the Project. Completion of construction shall be described as the issuance of the Certificate of Occupancy (C of O) for each building(s) on the lot. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own negligence, the inability to acquire funding for this Project, or any other reason other than Force Majeure Delay, then Buyer's such failure to meet a deadline shall immediately trigger the RDA's rights under Section 15 of this DDA.

3. Section 1, PURCHASE AND SALE, subsection (k), shall be amended to read as follows:

Except as set forth herein, the Buyer shall not sell, transfer, exchange or deed to property to another entity without written approval from the Sellers. Any attempt to dispose of this Property, in whole or in part, without the written consent of the Sellers shall constitute a breach of this DDA and trigger the Sellers' rights under section 15 of this DDA. The Buyer shall have the right to ground lease the retail pad sites to the builder or the tenant of the retail space on the commercial lot. Upon the written request by the Buyer to the Sellers, the Seller may grant this right on a lease by lease basis in writing prior to the Buyer executing the leases and Seller may not unreasonably withhold this grant. The Buyer shall also have the right to sell the retail pads or commercial lot on Parcel A to an owner operator. Upon the written request of the Buyer to Seller, the Seller may grant this right on a sell by sell basis in writing prior to the Buyer executing the purchase contact and Seller shall not unreasonably withhold the grant of this right.

The retail space plan for each commercial lot must be approved prior to the start of construction. Prior to the Seller issuing written consent to the lease, the Buyer must provide the Seller with a Letter of Intent (LOI) for the lease and the terms of the lease. If the lessee is the builder they shall also comply with Section 2, PURCHASE AND SALE, Subsection l, EMPLOYMENT PLAN, of the DISPOSITION AND DEVELOPMENT AGREEMENT.

4. Section 1, PURCHASE PRICE, subsection (a), shall be amended to read as follows:

Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) into escrow as earnest money (the "Original Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period. The Buyer must also deposit with the RDA an additional two hundred seventy five thousand dollars ($275,000) for the remainder of the 5% earnest money deposit that shall be deposited into the escrow upon joint City and RDA approval of this Second Amendment. The total deposit shall be applicable to the $3,300,000 purchase price on Parcel A.

5. Section 2, PURCHASE PRICE, subsection (c) shall be amended to read as follows:

Prior to the close of escrow on the commercial lots on Parcel A, the Buyer shall deposit with the RDA Three Million Three Hundred Thousand Dollars ($3,300,000.00) into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. Buyer shall deposit into an irrevocable escrow account, the greater of (1) $7.65 per sq. ft. for the front six (6) acres of commercial land, or (2) a total of Two Million Dollars ($2,000,000) gross, in the escrow account. Buyer also shall deposit the greater of $5.81 per square foot, or One Million Dollars ($1,000,000), on or before the close of escrow for the residential lot within Parcel A comprising 3.95 acres. The City will also place the Original Deposit from the Buyer into escrow account which will total $3,350,000 in the escrow account. All funds received from the sale of the lots on Parcel A shall be referred to as the "Parcel A Land Sale Proceeds". The Buyer will be allowed to close on an individual commercial or residential lot within Parcel A provided that the Buyer completes, to the written satisfaction of the City, the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment.

These funds in the escrow account will be released back to the Buyer in three (3) draws. The Buyer shall receive draws from escrow when: (A) the Buyer closes escrow for the residential lot comprising the mid-rise residential tower, (B) the residential tower is topped off, and (C) the City accepts possession of the fire station. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the DDA);(B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City); and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and the execution of the Fire Station Lease.

In return for the refund of the Parcel A Land Sale Proceeds, the Buyer will deliver to the City, a four-bay fire station that will encompass no less than 13,000 square feet and shall not to exceed 15,000 square feet of commercial leasable space on the first floor of the residential tower, however, the intent of this space is to be approximately 13,200 square feet. This space will be delivered to the City as a "Grey-Shell" that the City will have to complete the tenant improvements prior to occupying the space. Exhibit "B", to be attached hereto and incorporated by reference herein as if fully set forth, is a list of the requirements for the fire station space and identifies who is responsible for which costs of the space. In addition, there is also an estimated budget for the space in Exhibit "B". In addition, the Parties agree to negotiate and execute the Fire Station Lease as a Condition Precedent to the close of escrow of the residential lot on Parcel A which Lease will have a forty (40) year term, and the annual rent of that lease will be one dollar ($1.00) per year. At the end of the term of the Fire Station Lease, the City will have the right to purchase the space for one dollar ($1.00). As a part of the Fire Station Lease, the fire station will have separate utility meters and the City will be responsible for the operational costs of the space. The Buyer will be required to meet all of the requirements to convert the fire station to a commercial condominium to allow the City to take ownership of the space. In the event the Buyer does not meet such requirements, then the Buyer will be obligated to enter into a ninety-nine (99) year lease that will have the same terms as the original forty year lease, including the $1.00 per year rent.

Parcels B and Parcel C shall be purchased from the City by the Buyer for the greater of (1) three million two hundred thousand dollars ($3,200,000), and (2) $21.67 per gross square foot. On Parcel B and Parcel C, the Buyer will develop on these parcels a minimum of sixty (60) low-rise affordable, age-restricted rental apartments, and a 10,000 sq. ft. park and surface parking for the residential units. Buyer may close escrow for Parcel B and Parcel C in phases; however, Buyer must close on both of Parcels A and B no later than July 20, 2010.

6. Section 8, ESCROW, subsection (a), shall be amended to read as follows:

For Parcel A, close escrow no later that July 20, 2009. For Parcels B and C, close escrow no later July 20, 2010. The Contingency Period commences the date following the opening of escrow and shall expire on July 20, 2009.

Prior to the close of escrow on the commercial lots for Parcel A, the Buyer shall deposit with the RDA the $3,000,000 into an irrevocable escrow account on for 1501 N. Decatur 9.95 acre site. (The irrevocable escrow account shall specify that such deposit is nonrefundable subsequent to expiration of the Contingency Period.) The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of the greater of $7.65 per gross square foot for the front six (6) acres of commercial lots, or a total of $2,000,000 in the escrow account.

The residential lot within in Parcel A comprising of 3.95 acres will require a deposit of the greater of $1,000,000 at the close of escrow, or a total of $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into an escrow account totaling $3,350,000 in the account.

The Buyer will be allowed to close on the commercial lots within Parcel A, one at a time as the Buyer meets the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment. These funds deposited into escrow will be released back to the Buyer in three (3) draws. The Buyer can receive draws from escrow when: (A) the Buyer closes escrow for the lot comprising the mid-rise residential tower, (B) the tower is topped off, and (C) the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City): and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and as set forth in the Fire Station Lease.

7. Section 9, CONDITIONS PRECEDENT TO CLOSING, subsection (c), shall be amended to read as follows: The Buyer shall complete the entitlement process for its proposed Project, which includes, without limitation, the rezoning of the Property, "General Plan Amendment" and "Property Development Plan." City staff shall assist with the design review process. Notwithstanding the foregoing, the Buyer is solely responsible (subject to Force Majeure Delay) to ensure that the proposed Project is completed within the timeframe set forth in the DDA. The Buyer shall close escrow on all of the lots, commercial and residential, within Parcel A no later than July 20, 2009. The Buyer shall close escrow on the Parcels B and Parcel C no later than July 20, 2010. The Buyer, at its sole expense, shall obtain any and all permits necessary for the commencement of the construction at the same time as the close of escrow.

The Buyer shall cause the Site to become a commercial subdivision and the Buyer will be allowed to close on the commercial lots one at a time and deposit with the RDA the $3,300,000 into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of (1) $7.65 per gross square foot for the front six (6) acres of commercial land; or (2) $2,000,000 in the escrow account. The residential lot comprising of 3.95 acres will require a deposit of (1) $1,000,000 at the close of escrow; or (2) $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into escrow account totaling $3,350,000 in the escrow account.

Subject to the closing on the commercial lots on Parcel A, the Buyer shall present to the RDA and the City executed agreements for the development and lease of the commercial spaces on Site. The Buyer shall also have all entitlements in place to move forward with the construction of the aforementioned commercial development as quickly as possible after the close of escrow on those commercial lots. If construction has not commenced with the pouring of the foundation within six months- of the close of escrow, then the RDA shall have the right to exercise their right of reentry under Section 15 of the DDA.

8. Section 9, CONDITIONS PRECEDENT TO CLOSING, shall be amended by adding a new subsection (g) to read as follows:

The Buyer and City agree to fully negotiate a final form of the Fire Station Lease no later than November 30, 2008 which Lease will be submitted to the Las Vegas City Council for consideration and approval no later than December 17, 2008. The Fire Station Lease shall include, among other things, the items listed above in Section 2 (c).

9. Section 15, RIGHT TO REPURCHASE, REENTER AND REPOSSESS, shall be amended to read as follows:

Sellers, their successors, and/or assigns, shall have the additional right, at their option, to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property, in whole or in part, and prior to the issuance of the Certificate of Occupancy therefore the Buyer:

(a) fails to proceed with construction of the improvements on any of the acquired lots on any of the Parcels on the Property, as required by this DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Completion Failure"); or

(b) abandons or substantially suspends construction of the improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Permitted Transfers").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this DDA and approved in writing by the Sellers; and

(y) any rights or interests provided in this DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The term of this right shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this DDA and proceeds with such construction to completion in the manner required by this DDA, within the ninety (90) day cure period, and the term of this right shall expire three (3) months after the Notice of Construction Failure.

In the event the Buyer transfers, or suffers ~~an involuntary transfer of the~~ Property or any part thereof in violation of this DDA, the term of this right shall commence immediately on the thirty-first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Seller, their successors and/or assigns, may rescind their election to exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

For the purpose of implementing this provision for the commercial lots on Parcel A, at the time of conveyance of each commercial lot on Parcel A, the Buyer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "C" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "D" hereto directed to the Escrow Agent and signed by the Buyer and the Sellers. If any of the events authorizing the Seller to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least 20 (twenty) days' prior notice to the Buyer, to record the Quitclaim Deed to the Site. If the Buyer completes construction on or before the time set forth in this Section, the Sellers agree to join with the Buyer in instructing the Escrow Agent to return the Quitclaim Deed to the Buyer.

To exercise the right to repurchase, reenter and take possession of the residential lot on Parcel A, and Parcels B and C of the Property, Sellers, its successors and/or assigns, shall, within the terms provided in the preceding paragraphs, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price of the lot or applicable Parcel paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) any amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

10. Except as hereinabove set forth, all other sections of the DDA shall remain in full forceand effect through out the term of the agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the day and year first above written.

ATTEST:

Beverly K. Bridges, CMC, City Clerk

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN, Mayor

ATTEST:

Beverly K. Bridges, CMC, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________
OSCAR B. GOODMAN, Chairman

APPROVED AS TO FORM:

V. Panticello 9/2/08
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By: ______________________
MICHAEL J. MCDONALD, PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 16th day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

Debra Hume
NOTARY PUBLIC, in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009

ACKNOWLEDGMENT

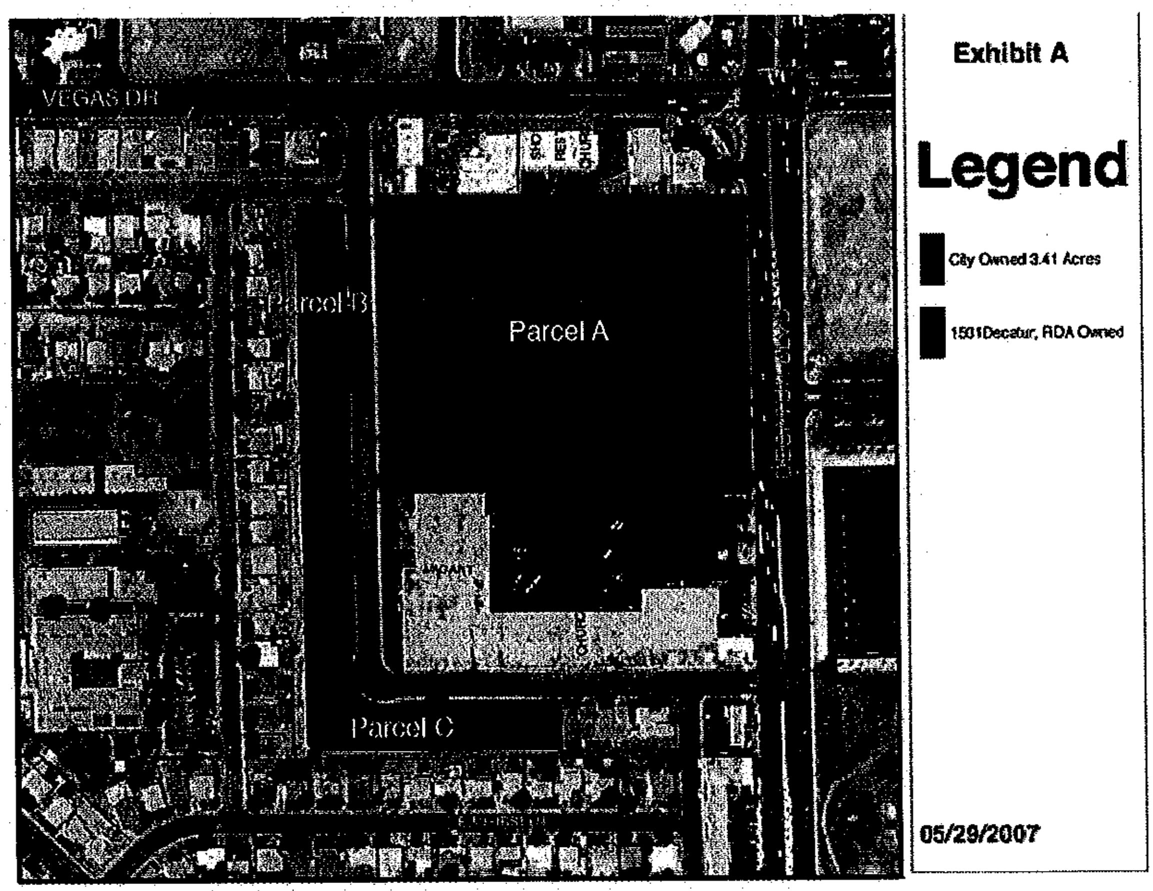
STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 17TH day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

Stacey Campbell
NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

EXHIBIT "A"'
Site Plan and Legal Description



Order No. 07-01-0123-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WEAST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Fire Station 143 - Grey Shell Build Out Responsibilities

DESCRIPTION	CITY	ALPHA	EXPENSE
Grey Shell Project Funding $3,300,000		X	ALPHA
Fire Station 143 - 4 Bay Fire Station shell, approximately 220' wide x 60' long = 13,200sf. between grid lines 16 and 26.		X	ALPHA
Estimated shell buildout cost $197 per square foot x 13,200 = $2,600,400		X	ALPHA
Estimated cash back to City for fire station tenant improvement $699,600		X	ALPHA
Estimated tenant improvement cost building construction only no soft costs $128 per square foot x 13,200 = $1,689,600 minus $699,600 cash transfer from Alpha = $990,000	X		CITY
First floor to second floor height 22'-0" minus 11" second floor concrete post tension slab. Approx. 21'-0" clear space which includes main building piping chase run.		X	ALPHA
The apparatus bay is approximately 89' wide x 60' long = 5,340sf between grid lines 16 and 20		X	ALPHA
The livable space is approximately 131' wide x 60' long = 7,860sf between grid lines 20 and 26		X	ALPHA
89' wide x 20' long concrete apron on west side of apparatus bay and 89' wide x 55' long concrete apron on east side of apparatus bay.		X	ALPHA
Concrete pads for future HVAC spit system units		X	ALPHA
Designated fire personnel parking (15 Spaces) on east side of fire station.		X	ALPHA
Increase size of building emergency generator to include fire station loads (estimated increase 150kw). Independent generator for fire only preferred)		X	ALPHA
Water District Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Nevada Power Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Southwest Gas Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Fiber Conduit for Future Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Cable TV Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Sewer Main connection point for fire station waste and sand oil separator tie in brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Trash enclosure for Fire Station	X		CITY
Maintenance of site and grounds		X	ALPHA
Maintenance of exterior of building		X	ALPHA
Maintenance of Emergency Generator		X	ALPHA
Interior floor to remain open with structure columns and concrete mat footing 4' below finish floor with type II compacted structural fill over mat footing for future interior concrete slab.		X	ALPHA
Exterior walls to be finished with engineered stucco system with steel studs and R-24 wall insulation. No gypsum board. At apparatus bays masonry walls with furring and rigid insulation may be used.		X	ALPHA
Exterior overhead doors(City to supply specification), windows, and man doors to be insulated and if doors have glass insulated glazing.		X	ALPHA
Ceiling/Plenum space above livable space. Maintenance access and cat walk?		X	ALPHA
Fire Sprinkler system to be shared with main building. No separate fire riser room required. City will extend pipe drops to rooms from existing main as part of tenant improvement.		X	ALPHA
Exterior building signage (Part of the tenant improvement package)	X		CITY
Lighted site flagpole(s). City to control operation of flag raising & lowering as mandated.		X	ALPHA

EXHIBIT "C"
FORM OF QUITCLAIM DEED

APN: 138-25-503-006

Recorded at the Request of:

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

When Recorded, Return to:

City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alpha Omega Strategies, Inc. a Nevada Corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the City of Las Vegas Redevelopment Agency, a public body in the State of Nevada, the real property in the city of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto.

DATED this_______day of ___________________________, 2008.

Alpha Omega Strategies, Inc.

By:____________________________________
Michael J. McDonald
Its: President

ACKNOWLEDGMENT

State of Nevada)
) :ss
County of Clark)

This instrument was acknowledged before me, a notary public, on this day of ____________________, 2007 by __________________________ ____________________.

____

Notary Public

EXHIBIT "D"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

IRREVOCABLE ESCROW INSTRUCTIONS

____________________,
2008

____
____
Las Vegas, Nevada __________

Re: Escrow No. ______________

Dear Sir or Madam:

Michael J. McDonald, President of Alpha Omega Strategies, Inc., (the "Buyer"), one of the undersigned, has entered into that DISPOSITION AND DEVELOPMENT AGREEMENT dated June 20, 2007 and amended on October 17, 2007 and again amended on July 16, 2008 (the "Agreement"), with the City of Las Vegas and the City of Las Vegas Redevelopment Agency ("RDA"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and these Irrevocable Escrow Instructions and is further described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 15 of the Agreement provides that, at the time of conveyance of the commercial lot(s) on Parcel A of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the RDA a notice certifying that a copy of it said notice has been delivered concurrently to the Buyer and stating that the City has given notice of the exercise of the RDA's remedy in Section 15 of the Agreement with respect to the commercial lot(s) on Parcel A of the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Buyer certifying that a copy of the notice has been delivered concurrently to the RDA and stating that the Buyer has completed the construction as provided in the Agreement, you shall at the end of 20 (twenty) days after receipt of said notice return the Quitclaim Deed to the Buyer, unless during the 20 (twenty) day period, the RDA objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the RDA's power of termination with respect to any of the commercial lots on Parcel A of the Site has ended, you will forthwith return the Quitclaim Deed to the Buyer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Buyer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the commercial lot on Parcel A of the Site (as defined in the Agreement) to the RDA and is not intended to terminate a security interest in the commercial lot on Parcel A of the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS
REDEVELOPMENT AGERNCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

Approved as to form:

____
Date

Attest:

____
Beverly K. Bridges, CMC, Secretary

ALPHA OMEGA STRATEGIES, INC.

By__________________________
MICHAEL J. MCDONALD, PRESIDENT

____________________, on behalf of ________________, hereby accepts and agrees to carry out these escrow instructions.

Nevada Title Company:

By :________________________

Print Name: ____________________

EXHIBIT "B"

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 DDA 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.

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 DDAs 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 DDA.

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 DDA, if any, between the City and the Contracting Entity. Upon execution of such contract or DDA, 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 DDA, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
	Alpha Omega Strategies, LLC
Name	James Bruce Bayne
Address	851 S. Rampart, Ste 150, Las Vegas
Telephone	702/933/1111
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/DDA:	
RFP #:	

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.	Michael J. McDonald	4908 Carmen Blvd.	702-592-1990
2.	James Bruce Bayne	851 S. Rampart, Suite 150	702-933-1111
3.	William B Bayne	851 S. Rampart, Suite 150	702-933-1111
4.	Richard L. Henry	4908 Carmen Blvd.	702-592-1990
5.	John J. McDonald	4908 Carmen Blvd.	702-592-1990
6.			
7.			
8.			
9.			
10.			

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: ______________________

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. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

01-12-09

Date

Subscribed and sworn to before me this 12th day of January, 2009

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS

SUBJECT:
Discussion and possible action regarding the Third Amended and Restated Disposition and Development Agreement among the City of Las Vegas (City), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a public body, and Alpha Omega Strategies, LLC, for real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 and Council Items 44 and 45]

Fiscal Impact

- [x] **No Impact**
- [ ] **Augmentation Required**
- [ ] **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This item would make necessary modifications to the Disposition and Development Agreement to allow this project to move forward in the most effective manner. This project will consist of at least 400 mid-rise, age-restricted low-income housing units, 65,000 square feet of commercial / retail / restaurant / office space, at least 60 low-rise, age-restricted low-income housing units, surface parking for the residential units and at least 10,000 square feet of private open space.

RECOMMENDATION:
Approval, subject to review and approval by City Council.

BACKUP DOCUMENTATION:
1. Third Amended and Restated Disposition and Development Agreement
2. Second Amendment To Disposition and Development Agreement
3. First Amendment To Disposition and Development Agreement
4. Disposition and Development Agreement

THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

THIS THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT("Third Amended DDA") is made and entered into this _____ day of ______________, 2009, by and among the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (the City and RDA collectively herein the "Sellers") and Alpha Omega Strategies, LLC., (herein the "Buyer"). Wherever the term "Buyer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Buyer. Pursuant to Resolutions R-105-99 and RA-4-99 adopted by Las Vegas City Council and the governing board of the RDA effective October 1, 1999, the Buyer warrants that it has disclosed, on the form attached hereto as Exhibit "B", all members of Buyer holding more than a one percent (1%) ownership interest in Buyer.

RECITALS

WHEREAS, the City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108 (such City-owned land and RDA-owned land referred to collectively herein as the "Property"). A Site Plan and Legal Description of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006. Hereinafter, APN 138-25-503-006 which consists of a 9.95 acre parcel located at 1501 North Decatur Boulevard will be referred to as "Parcel A"; and APNs138-25-515-001 and 138-25-516-001, which consists of an approximate 3.39 acre of parcels located on Laurelhurst Drive will be referred to as Parcels B & C, respectively. As a part of the development of the Project, Parcels A, B and C will be commercially subdivided and be given Lot names or numbers when the commercial subdivision map is recorded; and

WHEREAS, Sellers desire to sell to the Buyer, and the Buyer desires that it purchase from Sellers, the Property that is depicted in Exhibit A; and

WHEREAS, the Parties entered into a Disposition and Development Agreement dated July 20, 2007 which was amended on October 17, 2007 with the First Amendment to the Disposition and Development Agreement and the Second Amendment to the Disposition and Development Agreement on July 16, 2007 (collectively the "Original DDA"), wherein the Sellers agree to sell certain real property generally located at 1501 North Decatur Boulevard, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable, age-restricted rental units and commercial retail space to cater to residents of the residential units; and

WHEREAS, Sellers and Buyer mutually desire that the Property be developed with certain age-restricted low-income housing and multiple commercial uses as described in this Third Amended DDA; and

WHEREAS, the parties desire to amend and restate in this Third Amended DDA the terms and conditions for the disposition and development of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. **PURCHASE AND SALE.** Buyer shall purchase all of Sellers' right, title and interest in and to the Property from Sellers subject to the following:

(a) Sellers and Buyer agree that the development on the Property will consist of the following to be built on the Property: (1.) For Parcel A, a minimum of at least 400 mid-rise age-restricted low-income housing units and 65,000 sq. ft. of commercial / retail / restaurant / office space; and (2.) For Parcels B and C, a minimum of at least 60 low-rise age-restricted low-income housing units, surface parking for the residential units ("low rise residential") and at least 10,000 sq. ft. of park space (such development in this Subsection (a) (1.) and (2.) collectively referred to herein as the "Project"). Any and all development on the Property will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City as presently in effect. Before commencement of construction or development of any buildings or other work of improvement related to the Project, the Buyer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work. The low-income housing component of this Project shall meet the State's definition of low income housing under N.R.S. 279.397.

(b) As part of the Buyer's efforts to promote diversity of contracting within the Las Vegas community, Buyer will require that its general contractor for the Project maintain a very focused outreach program for recruiting specially targeted population groups, including, but not limited to, (i) advertising in local minority, small business, and trade association publications; (ii) holding outreach workshops for bidding the various components of the Project; and (iii) encouraging participation by all minority, women-owned, and disabled veteran businesses. In addition, Buyer will use commercially reasonable efforts to hire consultants of similar composition within the Las Vegas area to provide local firms with the opportunity for employment on the Project. This requirement shall survive the close of escrow herein and shall not merge into the deed conveying the Property to Buyer. Notwithstanding the obligations and requirements of the Buyer in Subsection (a) above, in the event the Buyer sells or leases a commercial lot created through the commercial subdivision to an end user lessee and/or purchaser ("end user"), the end user shall not be obligated by the obligations and requirements of Subsections (b) and (c). This exception shall not apply if the end user is affiliated with the Buyer in any way.

(c) The use by the City of low-income housing set aside money to acquire its portion of the Property, and the RDA contribution to the Project require that the Buyer obtain a "Public Works Identifying Number" (PWP Number) from the Office of the Labor Commissioner for the State of Nevada for any development on the property. Pursuant to NRS 279.500(2), the development of the entire Project by Buyer is subject to the provisions of NRS 338.010 to 338.090, inclusive, requiring the payment of prevailing wages, to the same extent as if the RDA had awarded the contract for the construction of the Project. The requirements pertaining to prevailing wages do not and will not apply to any commercial subdivision parcel that is sold or leased by the Buyer to an end user for fair market value or higher, which value will be determined via a commercial appraisal process. In the event the Buyer sells a newly created commercial subdivided lot to a commercial end user who will build a new commercial retail, office or restaurant space, the commercial end user will not be required to pay prevailing wage for its construction.

Due to the use of the of low-income housing set aside funds on Parcels B and C, the Buyer covenants and agrees for itself, its successors, assigns, and every successor in interest that during construction and thereafter, the Property shall be devoted only to low-income housing and for the amenities associated with the proposed affordable senior housing. The foregoing covenants shall run with the Property, and be binding on any successors in interest thereto. This covenant shall be valid and enforceable by Sellers for a period of fifty (50) years (the "Period of Affordability") commencing on the date that the Certificate of Occupancy has been issued.

(d) The Project will be developed within the time schedule set forth herein. The acquisition and development of the Property will be done in phases. The Buyer will not acquire the lots within Parcels A, B and C until the Buyer is ready to begin construction on those lots or the end user is prepared to commence construction on a commercial lot in Parcel A.

The commercial retail lots within Parcel A will be the first lots to be acquired and developed. The commercial retail lots will be developed as commercial / retail which will at a minimum consist of (a.) 2 pad sites consisting of approximately: (i.) 3100 square feet (anticipated to be a fast food tenant and a retail tenant), and (ii.) approximately 5000 square feet (anticipated to be a fast food tenant); and (b.) a "large box" building consisting of 40,000 square feet (anticipated to be a neighborhood grocer) or other acceptable uses that are approved in writing by the City and the RDA.

For the commercial retail lots on Parcel A, Buyer agrees that, in all events, within twenty-four (24) months after the acquisition of any commercial lot, the Buyer will complete such construction. The Buyer covenants that all end users will comply with this construction timeline as well. Buyer shall close escrow on the commercial lots on Parcel A no later than July 20, 2009.

For the residential lot on Parcel A, Buyer shall close escrow no later than January 1, 2010 and commence construction of the residential mid-rise tower no later than January 1, 2010 and complete said construction of the residential mid-rise tower ("tower") no later than January 27, 2012.

For Parcels B and C, Buyer shall acquire Parcels B and C no later July 20, 2010 and begin construction of the low-rise residential project no later than September 20, 2011. Buyer shall have the right to request from the City and the RDA a delay for the acquisition and development of Parcels B and C for a reasonable period of time due to reasonable legitimate business concerns. Approval of the request for a delay will require the approval of the Las Vegas City Council and the RDA Governing Board.

Acquisition of each commercial and residential lot on Parcels A, B and C, or Parcel in its entirety shall be subject all of the provisions of Section 9 of this Third Amended DDA, CONDITIONS PRECEDENT TO CLOSING.

The commencement of construction shall be evidenced by the pouring of the foundation for each lot, commercial and residential, within the Project. Completion of construction shall be described as the issuance of the Certificate of Occupancy (C of O) for each building(s) on the lot. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this Third Amended DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own negligence, the inability to acquire funding for this Project, or any other reason other than Force Majeure Delay, then Buyer's such failure to meet a deadline shall immediately trigger the City's and RDA's rights under Section 15 of this Third Amended DDA.

(e) The Buyer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site and required off-site improvements.

(f) The Buyer will also be responsible for the expense of relocating any utilities relative to any existing utility easements applicable to the Property.

(g) INTENTIALLY DELETED

(h) For the purposes of assuring compliance with this Third Amended DDA, and in addition to the normal City inspectors associated with construction in the City, representatives of the City and the RDA shall have the reasonable right of access to the Property and Project without charges or fees and at normal construction hours during the period of construction for the purposes of monitoring performance of this Third Amended DDA, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of RDA or the City shall be those who are so identified in writing by the Executive Director of RDA and the City Manager of the City. RDA and the City shall defend (with counsel reasonably acceptable to Buyer) indemnify the Buyer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the liability limitations of NRS 41.035.

(i) The Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to RDA) the RDA, the City, their affiliates, its and their officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project excluding any actual liabilities resulting solely from the acts of the City or RDA.

(j) The Buyer shall not sell, transfer, exchange or deed the Property, in whole in or part, to another entity without written approval from the Sellers. Any attempt to dispose of this Property without the written consent of the Sellers shall constitute a breach of this Third Amended DDA and trigger the Sellers' rights under section 15 of this Third Amended DDA.

(k) Failure on the part of the Buyer, after acquisition of the Property, to comply with the provisions of this section shall constitute a default under this Third Amended DDA. Sellers shall provide Buyer with written notice of default and allow Buyer thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event Buyer shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(l) Employment Plan. In accordance with the provisions of the RDA's employment plan policy adopted June 3, 1992, as amended June 6, 2001, as it relates to the Project, Buyer shall:

1. Provide the RDA with a list and amount of all contracts to be let for the construction of the Project.
2. Contact the City to identify the vendors in its minority vendor's directory.
3. Notify these vendors of all construction contracts to be let for the Project. A copy of this notification shall be submitted to the RDA.
4. Complete the Buyer's proposed employment plan, as required by NRS 279.482(2)DDA, which must be submitted to and approved by the Sellers prior to the close of escrow.

2. **PURCHASE PRICE.** The purchase price (herein "Purchase Price") to be paid for the Property shall be Six million five hundred thousand dollars ($6,500,000.00), all cash. The Purchase Price should be paid as follows:

(a) Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) into escrow as earnest money (the "Original Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period. The Buyer has also deposited with the RDA an additional two hundred seventy five thousand dollars ($275,000) for the remainder of the 5% earnest money deposit that was deposited into the escrow upon the approval of the Second Amendment to the Disposition and Development Agreement. The total deposit of $325,000.00 ("Deposit") shall be applicable to the $3,300,000 purchase price on Parcel A or the Deposit may be posted for necessary security for the recording of the commercial subdivision map, including, applying the funds from the Deposit as surety for the off-site improvements necessary to record the final map, as approved by the City and RDA Notwithstanding the requirement of the Contingency Period, in the event the Project is canceled and this Third Amended DDA is terminated prior to the expiration of the Contingency Period and the Deposit has been applied toward the security for the recording of the commercial subdivision map, the Deposit shall be non-refundable and not be returned to the Buyer.

(b) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, six million one hundred seventy-five thousand dollars ($6,175,000.00), plus Buyer's share of the escrow fees and costs.

(c) Prior to the close of escrow on the commercial lots on Parcel A, the Buyer shall deposit with the RDA Three Million Three Hundred Thousand Dollars ($3,300,000.00) into an escrow account on for Parcel A. The purchase price for the commercial lots must be paid in full at closing for each commercial lot. Buyer shall deposit into an irrevocable escrow account, the greater of (1) $7.65 per sq. ft. for the front six (6) acres of commercial land, or (2) a total of Two Million Dollars ($2,000,000) gross, in the escrow account. Buyer also shall deposit the greater of $5.81 per square foot, or One Million Dollars ($1,000,000), on or before the close of escrow for the residential lot within Parcel A comprising 3.95 acres. The City will also place the Original Deposit from the Buyer into the escrow account which will total $3,350,000 in the escrow account. All funds received from the sale of the lots on Parcel A shall be referred to as the "Parcel A Land Sale Proceeds". The Buyer will be allowed to close on an individual commercial or the residential lot within Parcel A provided that the Buyer completes, to the written satisfaction of the City and RDA, the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of this Third Amended DDA.

These Parcel A Land Sale Proceeds in the escrow account will be released back to the Buyer in three (3) draws. The Buyer shall receive each draw from escrow upon the completion of each of the following to the satisfaction of the RDA: (A.) the Buyer closes escrow for the residential lot comprising the mid-rise residential tower; (B.) the residential tower is topped off; and (C.) the City accepts possession of the fire station. The Parcel A Land Sale Proceeds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of this Third Amended DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City); and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell.

In return for the refund of the Parcel A Land Sale Proceeds, the Buyer will deliver to the City, a four-bay fire station that will encompass no less than 13,000 square feet and shall not to exceed 15,000 square feet of commercial leasable space on the first floor of the residential tower, however, the intent of this space is to be approximately 13,200 square feet. This space will be delivered to the City as a "Grey-Shell" that the City will have to complete the tenant improvements prior to occupying the space. Exhibit F, to be attached hereto and incorporated by reference herein as if fully set forth, is a list of the requirements for the fire station space and identifies who is responsible for which costs of the space. In addition, there is also an estimated budget for the space in Exhibit F. In addition, the Parties agree to negotiate and execute the Fire Station Lease as a Condition Precedent to the close of escrow of the residential lot on Parcel A which Fire Station Lease will have a forty (40) year term, and the annual rent of that Fire Station Lease will be one dollar ($1.00) per year. At the end of the term of the Fire Station Lease, the City will have the right to purchase the space for one dollar ($1.00). As a part of the Fire Station Lease, the fire station will have separate utility meters and the City will be responsible for the operational costs of the space. The Buyer will be required to meet all of the requirements to convert the fire station to a commercial condominium to allow the City to take ownership of the space. In the event the Buyer does not meet such requirements, then the Buyer will be obligated to enter into a ninety-nine (99) year lease that will have the same terms as the original forty year lease, including the $1.00 per year rent.

Parcels B and Parcel C shall be purchased from the City by the Buyer for the greater of (1) three million two hundred thousand dollars ($3,200,000), and (2) $21.67 per gross square foot. On Parcel B and Parcel C, the Buyer will develop on these parcels a minimum of sixty (60) low-rise affordable, age-restricted rental apartments, and a 10,000 sq. ft. park and surface parking for the residential units. Buyer may close escrow for Parcel B and Parcel C in phases. Notwithstanding any approvals for a request for a delay, Buyer agrees that conveyance of both Parcels A and B shall occur no later than January 1, 2010.

3. **TITLE TO THE PROPERTY**. The title to the Property conveyed is to be subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") with readable copies of all exceptions to title provided through escrow. Buyer shall have fifteen (15) business days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Sellers and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title as set forth in the PTR. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Sellers shall make a good faith effort to cure Buyer's Objection prior to the expiration of the Contingency Period, or, if Sellers elect to disregard or fail to cure Buyer's Objection, Buyer may terminate this Third Amended DDA as Buyer's sole recourse, and the Deposit shall be returned to the Buyer, less escrow costs and fees to such date.

4. **TITLE INSURANCE.** Sellers agree to deliver, at their expense, good and merchantable title as evidenced by a CLTA policy of title insurance which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Third Amended DDA. Buyer, at its option and as its sole recourse against Sellers, may terminate this Third Amended DDA, and the Deposit, less escrow fees and costs, shall be returned if the Sellers fail to deliver good and merchantable title as herein provided.

5. **CONDITION OF TITLE**. The Sellers shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in recorded easements affecting the Property as approved by the Buyer.

6. **INVESTIGATION OF PROPERTY.** Sellers hereby grant Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify and hold Sellers harmless from any actual damage as a result of Buyer's tests and investigations on the Property. Buyer further agrees to indemnify and hold Sellers harmless from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations. In the event Buyers desire to perform any tests on the Property which penetrate below the soil surface, Buyers shall provide either a performance bond or liability insurance policy to Sellers in the form approved by the City Attorney's Office, in the amount of $1,000,000 to secure such indemnification to Sellers. If Buyer determines in its sole discretion that the condition of the Property is not acceptable for its purposes, Buyer may cancel this Third Amended DDA during the Contingency Period by giving the Sellers and Escrow Agent written notice of such cancellation during the Contingency Period, and in such case the Third Amended DDA shall be terminated and the Deposit returned to Buyer less any accrued escrow fees and costs. If Buyer does not terminate the Third Amended DDA during the Contingency Period as herein provided, Buyer shall be deemed to have accepted the condition of the Property in its "as is, where is" condition, and shall not assert any claims against Sellers in the future for any conditions of the property, known or unknown.

7. **"AS IS" SALE.**

a. The Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by the Buyer pursuant to this Third Amended DDA in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Third Amended DDA, Sellers make no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Sellers make no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property. The Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Third Amended DDA constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

b. Release and Waiver.

Except as otherwise stated herein, the Buyer, for itself, its successor and assigns, and for each and every subsequent owner or Lessee of the Property (collectively the "Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Buyer has or may have in the future against Sellers, their officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer or any Releasing Party now has or which Buyer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Property. The Buyer hereby agrees to hold harmless and indemnify Sellers from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by Sellers after the conveyance of the Property to the Buyer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Property or (ii) the application of Environmental Laws to the Property. This provision shall survive closing and, when recorded, shall run with and bind the Property and any successors thereto, and shall not merge in the deed conveying the Property to Buyer.

c. Warranties.

Buyer agrees that Sellers are making no representations or warranties regarding the environmental condition of the Property.

d. Definitions.

1. As used in this Third Amended DDA, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

2. As used in this Third Amended DDA, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered there under by any .federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants,

contaminants, chemicals or industrial, toxic, hazardous or similar substances.

8. **ESCROW**. The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo as escrow agent (the "Escrow Agent"), immediately after the effective date of this Third Amended DDA. The escrow shall be deemed opened when Buyer and Sellers have executed and delivered a signed copy of this Third Amended DDA and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Third Amended DDA, and in addition shall provide the following:

(a) For Parcel A, close escrow no later that July 20, 2009 for the commercial retail pads and on January 1, 2010 for residential lot. For Parcels B and C, close escrow no later July 20, 2010. The Contingency Period has expired.

(b) Prior to the close of escrow on the commercial lots for Parcel A, the Buyer shall deposit with the RDA the $3,000,000 into an irrevocable escrow account on for Parcel A. (The irrevocable escrow account shall specify that such Deposit is nonrefundable subsequent to expiration of the Contingency Period.) The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of the greater of $7.65 per gross square foot for the front six (6) acres of commercial lots, or a total of $2,000,000 in the escrow account.

The residential lot within in Parcel A comprising of 3.95 acres will require a deposit of the greater of $1,000,000 at the close of escrow, or a total of $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into an escrow account totaling $3,350,000 in the escrow account.

The Buyer will be allowed to close on the commercial lots within Parcel A, one at a time as the Buyer meets the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of this Third Amended DDA. As described in Section 2, above, the Parcel A Land Sale Proceeds deposited into escrow will be released back to the Buyer in three (3) draws. The Buyer may receive draws from escrow when each of the following events occurs to the satisfaction of the RDA: (A) the Buyer closes escrow for the lot comprising the mid-rise residential tower, (B) the tower is topped off, and (C) the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the Third Amended DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City): and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell.

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Buyer any Documentary Transfer Tax and charge Sellers the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided at close of escrow in accordance with the usual practices in Clark County, Nevada pursuant to Section 11 herein;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Sellers;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Third Amended DDA; and

(f) In the event of any conflict between the terms of this Third Amended DDA and the terms of the escrow, the terms of this Third Amended DDA shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be retained by the Sellers as liquidated damages. If escrow fails to close as a result of Sellers' default, Buyer shall be entitled to seek specific performance and other legal and equitable remedies available to the Buyer herein, but Sellers shall be in no event subject to any liability for any other damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Third Amended DDA prior to close of escrow.

9. **CONDITIONS PRECEDENT TO CLOSING**. The purchase of the Property is contingent upon fulfillment of the following conditions precedent:

(a) Buyer's approval of the PTR, and all documents described within the PTR, issued by Escrow Agent concerning the Property within fifteen (15) business days after Buyer's receipt of same from Escrow Agent, all pursuant to Section 3.

(b) The Contingency Period as described herein has expired.

(c) The Buyer shall complete the entitlement process for its proposed Project, which includes, without limitation, the rezoning of the Property, "General Plan Amendment" and "Property Development Plan." City staff shall assist with the design review process. Notwithstanding the foregoing, the Buyer is solely responsible (subject to Force Majeure Delay) to ensure that the proposed Project is completed within the timeframe set forth in the Third Amended DDA. The Buyer shall close escrow on all of the lots, commercial and residential, within Parcel A no later than July 20, 2009. The Buyer shall close escrow on Parcels B and Parcel C no later than July 20, 2010. The Buyer, at its sole expense, shall obtain any and all permits necessary for the commencement of the construction at the same time as the close of escrow.

The Buyer shall cause the Property to become a commercial subdivision and the Buyer will be allowed to close on the commercial lots on Parcel A one at a time and deposit with the RDA the $3,300,000 into an escrow account for the Parcel. The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of (1) $7.65 per gross square foot for the front six (6) acres of commercial land; or (2) $2,000,000 in the escrow account. The residential lot comprising of 3.95 acres will require a deposit of (1) $1,000,000 at the close of escrow; or (2) $5.81 per gross square foot. The City will place the Deposit from the Buyer into escrow account totaling $3,300,000 in the escrow account.

Subject to the closing on the commercial lots on Parcel A, the Buyer shall present to the RDA and the City executed agreements for the development and lease of the commercial spaces on Site. The Buyer shall also have all entitlements in place to move forward with the construction of the aforementioned commercial development as quickly as possible after the close of escrow on those commercial lots. If construction has not commenced with the pouring of the foundation within six months from the date of the close of escrow, then the RDA shall have the right to exercise their right of reentry under Section 15 of the DDA.

(d) The Buyer shall resolve and/or remove, to the satisfaction of the Sellers and as necessary for the Project to be completed, the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada.

(e) The Buyer shall provide written evidence of complete project financing, which financing must be approved by Sellers prior to close of escrow, and such financing shall be closed in a simultaneous closing with the escrow required by this Third Amended DDA and in a manner acceptable to Sellers.

(f) The Employment Plan must be completed by the Buyer and submitted to and approved by the Sellers December 1, 2009 and attached here to as Exhibit E "Emplyment Plan.

(g) The Buyer and City agree to fully negotiate a final form of the Fire Station Lease no later than December 1, 2009 which Lease will be submitted to the Las Vegas City Council for consideration and approval no later than December 15, 2009. The Fire Station Lease shall include, among other things, the items listed above in Section _2 (c)____.

10. **TIME OF OFFER/CONDITION PRECEDENT.** Execution of this Third Amended DDA by the Buyer and delivery thereof to the Sellers shall constitute an offer to purchase the Property under the terms and conditions set forth herein. This Third Amended DDA does not become binding upon the Sellers until approved by the City Council and the RDA Governing Board Board, and signed by the Mayor of the City of Las Vegas and the Chairman of the RDA Board. By executing this Third Amended DDA and submitting it to the Sellers, the Buyer is making an irrevocable offer to enter into this Third Amended DDA, which offer shall continue for the period of time necessary for the City Council and RDA Board to consider the same and thereafter to execute and deliver it to Buyer, or reject the offer and authorize the return of Buyer's Deposit.

11. **CLOSING COSTS AND FEES.** At the close of escrow:

A) The Sellers shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be shared equally between Buyer and Sellers.

C) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.

D) All Closing Costs shall be paid at Close of Escrow.

E) The Buyer is responsible for payment of the Real Estate Transfer Tax.

11.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse to Sellers the Purchase Price less Sellers' share of costs of Escrow.

11.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Sellers and Buyer at the addresses provided in Section 16 a true, correct and complete copy of the Closing Statements, in form customarily prepared by the Escrow Agent.

12. **REPRESENTATIONS AND WARRANTIES BY THE SELLERS.** The Sellers hereby represent and warrant to the Buyer the following:

A) As far as is known to Sellers, the Sellers own the Property subject to the easements and exceptions set forth in PTR, and have no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Sellers have taken no action prior to the execution of this Third Amended DDA which would adversely affect title to the Property.

B) This Third Amended DDA and all documents executed by the Sellers which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Sellers and are enforceable in accordance with their respective terms.

C) The Sellers are not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.

D) As far as is known to Sellers, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Sellers, as relating to the Property.

12.1 **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Sellers that this Third Amended DDA and all documents executed by the Buyer which are to be delivered to the Sellers at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Third Amended DDA as indicated herein.

12.2 **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Third Amended DDA, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

13. **MORATORIUMS.** Should the Property come under a moratorium resolution or other similar action by a governmental agency or utility company which would normally provide services to the Property, all payments and conditions of performance referred to herein or referred to in any

documents connected with this sale shall automatically be extended by the length of the period covered by such moratorium order.

14. **CONDEMNATION.** If, at or prior to the time of closing, the Property, or any portion thereof, shall be condemned or taken pursuant to any governmental power of eminent domain, Buyer shall have the right to terminate this Third Amended DDA and receive its Deposit, less escrow costs, or elect to proceed to closing with an equitable reduction in the Purchase Price for the portion of the Property condemned or to be taken at the per acre purchase price rate or at the condemnation value, whichever is higher, on account of such taking.

15. **RIGHT TO REPURCHASE, REENTER AND REPOSSESS** Sellers, their successors, and/or assigns, shall have the additional right, at their option, to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property, in whole or in part, and prior to the issuance of the Certificate of Occupancy therefore the Buyer:

(a) fails to proceed with construction of the improvements on any of the acquired lots on any of the Parcels on the Property, as required by this Third Amended DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Completion Failure"); or

(b) abandons or substantially suspends construction of the improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this Third Amended DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Permitted Transfers").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this Third Amended DDA and approved in writing by the Sellers; and

(y) any rights or interests provided in this Third Amended DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The term of this right shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this Third Amended DDA and proceeds with such construction to completion in the manner required by this Third Amended DDA, within the ninety (90) day cure period, and the term of this right shall expire three (3) months after the Notice of Construction Failure.

In the event the Buyer transfers, or suffers an involuntary transfer of the Property or any part thereof in violation of this Third Amended DDA, the term of this right shall commence immediately on the thirty-first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Seller, their successors and/or assigns, may rescind their election to exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

For the purpose of implementing this provision for the commercial lots on Parcel A, at the time of conveyance of each commercial lot on Parcel A, the Buyer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "C" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "D" hereto directed to the Escrow Agent and signed by the Buyer and the Sellers. If any of the events authorizing the Seller to repurchase, reenter and take possession of the subject commercial lot as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least 20 (twenty) days' prior notice to the Buyer, to record the Quitclaim Deed to the subject commercial lot. If the Buyer completes construction on or before the time set forth in this Section, the Sellers agree to join with the Buyer in instructing the Escrow Agent to return the Quitclaim Deed to the Buyer.

To exercise the right to repurchase, reenter and take possession of the residential lot on Parcel A, and Parcels B and C of the Property, Sellers, its successors and/or assigns, shall, within the terms provided in the preceding paragraphs, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price of the lot or applicable Parcel paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) any amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

In the event the Buyer sells a commercial lot to an end user and the end user pays fair market value for the land, the RDA will waive their right to re-enter the commercial lot.

16. **NOTICES**. Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLERS:

City of Las Vegas
Office of Business Development
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor

Las Vegas, Nevada 89101

COPY TO: City of Las Vegas
City Attorney's Office
400 East Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

BUYER: Alpha Omega Strategies, LLC.
4908 Carmen Blvd.
Las Vegas, NV 89108

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

17. **APPLICABLE LAWS AND SEVERABILITY**. This Third Amended DDA shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada

18. **ENTIRE AGREEMENT**. The foregoing represents the entire agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action with respect to this Third Amended DDA, each party shall bear its own costs and attorney's fees.

19. **SUCCESSORS AND ASSIGNS.** Except as specifically set forth in this Third Amended DDA, all of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. However, the Buyer shall not encumber, sell, transfer, exchange or deed the Property, in whole or in part, to another entity without written approval from the Sellers.

20. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Third Amended DDA without the express written consent of the other party.

21. **MERGER OF PRIOR AGREEMENTS.** This Third Amended DDA (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

22. **NO WAIVER.** No waiver of any of the provisions of this Third Amended DDA shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. **COUNTERPARTS.** This Third Amended DDA may be executed in multiple counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Third Amended DDA may not be recorded in the Clark County Recorder's Office unless and until the close of escrow, at which time it shall be recorded by Escrow Agent.

24. **SURVIVAL.** The representations and warranties contained in this Third Amended DDA, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

25. **TIME OF THE ESSENCE**. Time is of the essence of this Third Amended DDA and all terms, provisions, covenants and conditions hereof.

26. **MODIFICATIONS OR AMENDMENTS.** This Third Amended DDA may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this Third Amended DDA by the City Council and the RDA Board, and after it has been fully executed by signature of all parties, each Seller designates the City's Director of the Office of Business Development who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Third Amended DDA (except the deed to convey the Property, which shall be executed by the Mayor of the City and the Chairperson of the RDA), such as amendments, escrow documents, adjustments to monetary expenditure not to exceed ten thousand ($10,000.00) dollars, and the filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

____
Beverly Bridges, City Clerk , CMC

CITY OF LAS VEGAS

By________________________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
Beverly Bridges, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By________________________________
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

V. Pontecello 1/12/09
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, LLC.

By________________________________
MICHAEL J. MCDONALD, PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of ____________, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

____

NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of ____________, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

____

NOTARY PUBLIC, in and for said County and State

ESCROW AGENT'S RECEIPT OF DDA

THE UNDERSIGNED Escrow Agent acknowledges receipt of this DDA and agrees to act in accordance therewith and pursuant to other escrow instructions required by Escrow Agent.

DATED THIS _____ DAY OF _______________, 2007.

By:____________________________________

Title:___________________________________

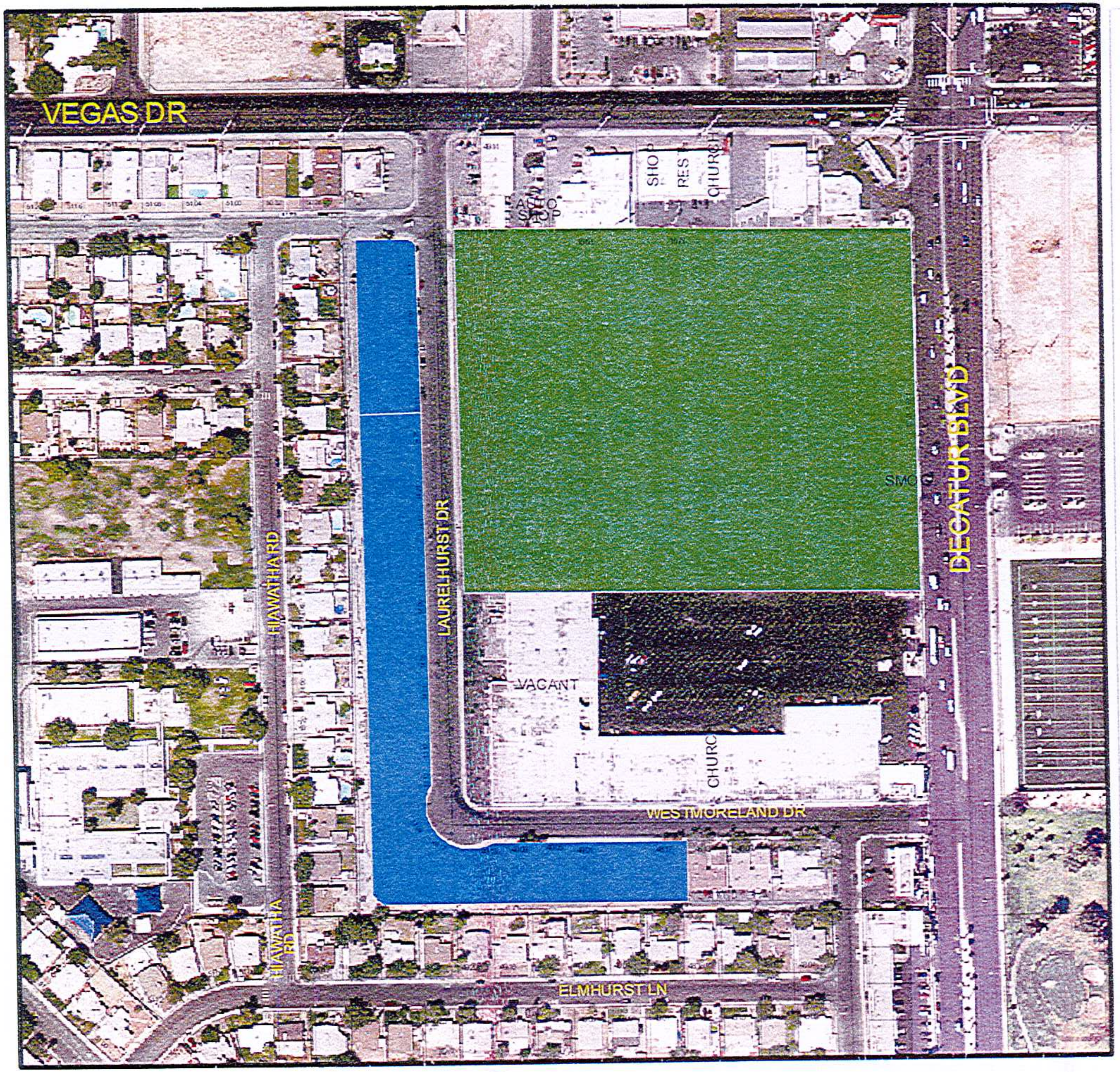


Exhibit A

Legend

City Owned 3.41 Acres

1501Decatur, RDA Owned

05/29/2007

Order No. 07-01-0123-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WE4ST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

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 DDA 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.

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 DDAs 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 DDA.

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 DDA, if any, between the City and the Contracting Entity. Upon execution of such contract or DDA, 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 DDA, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
	Alpha Omega Strategies, LLC
Name	James Bruce Bayne
Address	851 S. Rampart, Ste 150, Las Vegas
Telephone	702) 933 1111
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/DDA:	
RFP #:	

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.	Michael J. McDonald	4908 Carmen Blvd.	702-592-1990
2.	James Bruce Bayne	851 S. Rampart, Suite 150	702-933-1111
3.	William B Bayne	851 S. Rampart, Suite 150	702-933-1111
4.	Richard L. Henry	4908 Carmen Blvd.	702-592-1990
5.	John J. McDonald	4908 Carmen Blvd.	702-592-1990
6.			
7.			
8.			
9.			
10.			

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: ______________________

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. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

01-12-09

Date

Subscribed and sworn to before me this 12th day of January, 2005 9

Debra Hume

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appl. No. 01-69763-1
My Appt. Expires July 10, 2009

EXHIBIT "C"

APNs: 138-25-515-001
138-25-516-001
138-25-503-006

RPTT: ________________

Recording Requested by:
City of Las Vegas, Nevada
After recordation, mail to:
City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (the City and RDA collectively herein the "Sellers"), hereby grants, bargains and sells to Alpha Omega Strategies, LLC., (herein the "Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as APNS: 138-25-515-001, 138-25-516-001 and 138-25-503-006.

. 1. The Property is conveyed pursuant to an agreement for Disposition and Development Agreeemnt ("the Agreement") of the Property, entered into by and between Grantor and Grantee and dated ____________. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform there under may result in Grantor's exercising its rights to enforce a lien as set forth in Section 25 of said Agreement.

3. The absence from this Deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions, and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect for a period of five years from the recordation of this deed in the Official Records, Clark County, Nevada Recorder's Office, and shall automatically expire at the end of such five year period unless the Grantee fails to comply with the terms of the Agreement, in which case shall remain in full force and effect until satisfied.

5. The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record, and subject to the Notice of Lien recorded herewith.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this _______ day of _____________, 2006.

ATTEST:	CITY OF LAS VEGAS
_______________________________	By___________________________________
Beverly Bridges, City Clerk, CMC	OSCAR B. GOODMAN, MAYOR
ATTEST:	CITY OF LAS VEGAS REDEVELOPMENT AGENCY
_______________________________	By___________________________________
Beverly Bridges, Secretary	OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

____

Deputy City Attorney/Agency Attorney

ACCEPTANCE

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

ALPHA OMEGA STRATEGIES, LLC.

By___________________________________

MICHAEL J. MCDONALD,
PRESIDENT

"GRANTEE"

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this ______ day of ______________, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

____

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this ______ day of ______________, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of ____________________, State of ___________________, ________________, who acknowledged that he executed the above instrument.

____

NOTARY PUBLIC, in and for said
County and State

EXHIBIT "D"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED
IRREVOCABLE ESCROW INSTRUCTIONS

____________________, 2006
(Mutually Agreeable Title Company)

____
Las Vegas, Nevada __________

Re: Escrow No. ______________

Dear Sir or Madam:

_______________, as _________ of Alpha Omega Strategies, LLC. (the "Developer"), one of the undersigned, has entered into that certain real property Third Amended and Restated Disposition and Development Agreement dated ______________, 2009, with the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (the City and RDA collectively herein the "Sellers"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and is described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 8 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with irrevocable escrow instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the City notice certifying that a copy of it has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 8 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 30 (thirty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of 30 (thirty) days after receipt of said notice return the Quitclaim Deed to the Developer, unless during the 30 (thirty) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you area advised by both parties hereto that the City's power of termination with respect to the Site has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

ATTEST.

____
Beverly Bridges, City Clerk, CMC

CITY OF LAS VEGAS

By______________________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
Beverly Bridges, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By______________________________
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

____
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, LLC.

By______________________________
MICHAEL J. MCDONALD,
PRESIDENT

By______________________________

____

____________________, on behalf of ________________, hereby accepts and agrees to carry out these escrow instructions.

TITLE COMPANY: ________________

By :____________________________

Print Name: _______________________

SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT ("Second Amendment") is made as of the 16th day of July, 2008, by and between City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a public body in the State of Nevada, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Alpha Omega Strategies, Inc., RDA and the City are sometimes referred to collectively as the "**Parties.**"

RECITALS

A. The Parties entered into a Disposition and Development Agreement dated July 20, 2007 and was amended on October 17, 2007 with the First Amendment to the Disposition and Development Agreement (collectively the "DDA"), wherein the Sellers agree to sell certain real property generally located at 1501 North Decatur Boulevard, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable, age-restricted rental units and commercial retail space to cater to residents of the residential units.

B. Buyer has been moving forward through site planning and trying to obtain funding for the development of the Project, however, the current economic troubles that are effecting this whole country are making it difficult to use affordable housing tax credits to fund this Project.

C. The City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, 89108 (such City-owned land and RDA-owned land referred to collectively herein as the "Property"). A Site Plan and Legal Description of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006. Hereinafter the APN 138-25-503-006 will be referred to as the Parcel A, which consists of a 9.95 acre parcel located at 1501 North Decatur Boulevard; and APNs138-25-515-001, 138-25-516-001 which consists of an approximate 3.39 acre of parcels located on Laurelhurst Drive will be referred to as Parcels B & C. As a part of the development of the Project, Parcels A, B and C will be commercially subdivided and be given a Lot name.

NOW, THEREFORE, the Parties agree to amend the DDA as follows:

1. Section 1, PURCHASE AND SALE, subsection (a), first sentence, shall be amended to read as follows:

Sellers and Buyer agree that the development on the Property will consist of the following to be built on the Property: **(1.) For Parcel A, at least 400 mid-rise age-restricted low-income housing units and 65,000 sq. ft. of commercial / retail / restaurant / office space; and (2.) For Parcels B and C, at least 60 low-rise age-restricted low-income housing units, surface parking for the residential units ("low rise residential") and at least 10,000 sq. ft. of park space** (such development collectively referred to herein as the "Project").

2. Section 1, PURCHASE AND SALE, subsection (d), shall be amended to read as follows:

The Project will be developed within the time schedule set forth herein. The acquisition and development of the Site will be done in phases. The Buyer will not acquire the lots within Parcels A, B and C until the Buyer is ready to begin construction on those lots.

The commercial retail lots within Parcel A will be the first lots to be acquired and developed. The commercial lots will be developed as commercial / retail which will at a minimum consist of (a.) 2 pad sites consisting of approximately: (i.) 3100 square feet (anticipated to be a fast food tenant and a retail tenant), and (ii.) approximately 5000 square feet (anticipated to be a fast food tenant); and (b.) a "large box" building consisting of 40,000 square feet (anticipated to be a neighborhood grocer) or other acceptable uses that are approved in writing by the City and the RDA.

For Parcel A, Buyer agrees that, in all events, within six (6) months after the acquisition of any commercial lot, the Buyer will commence construction on the acquired commercial lot and will complete such construction within twenty-four (24) months after commencement of construction. Buyer agrees that, in all events, and no later than July 20, 2009, Buyer will have acquired all of the commercial lots within Parcel A. Buyer shall commence construction of the residential mid-rise tower no later than September 20, 2009 and complete said construction of the residential mid-rise tower ("tower") no later than September 20, 2011.

For Parcels B and C, Buyer shall acquire Parcels B and C no later July 20, 2010 and begin construction of the low-rise residential project no later than September 20, 2011. Buyer shall have the right to request from the City and the RDA the ability to delay the acquisition and development of Parcels B and C for a reasonable period of time due to legitimate business concerns. Approval of the delay will require the approval of the Las Vegas City Council and the RDA Board.

Acquisition of each lot, commercial and residential, or Parcel shall be subject all of the provisions of Section 9 of the DDA, CONDITIONS PRECEDENT TO CLOSING.

The commencement of construction shall be evidenced by the pouring of the foundation for each lot, commercial and residential, within the Project. Completion of construction shall be described as the issuance of the Certificate of Occupancy (C of O) for each building(s) on the lot. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own negligence, the inability to acquire funding for this Project, or any other reason other than Force Majeure Delay, then Buyer's such failure to meet a deadline shall immediately trigger the RDA's rights under Section 15 of this DDA.

3. Section 1, PURCHASE AND SALE, subsection (k), shall be amended to read as follows:

Except as set forth herein, the Buyer shall not sell, transfer, exchange or deed to property to another entity without written approval from the Sellers. Any attempt to dispose of this Property, in whole or in part, without the written consent of the Sellers shall constitute a breach of this DDA and trigger the Sellers' rights under section 15 of this DDA. The Buyer shall have the right to ground lease the retail pad sites to the builder or the tenant of the retail space on the commercial lot. Upon the written request by the Buyer to the Sellers, the Seller may grant this right on a lease by lease basis in writing prior to the Buyer executing the leases and Seller may not unreasonably withhold this grant. The Buyer shall also have the right to sell the retail pads or commercial lot on Parcel A to an owner operator. Upon the written request of the Buyer to Seller, the Seller may grant this right on a sell by sell basis in writing prior to the Buyer executing the purchase contact and Seller shall not unreasonably withhold the grant of this right.

The retail space plan for each commercial lot must be approved prior to the start of construction. Prior to the Seller issuing written consent to the lease, the Buyer must provide the Seller with a Letter of Intent (LOI) for the lease and the terms of the lease. If the lessee is the builder they shall also comply with Section 2, PURCHASE AND SALE, Subsection l, EMPLOYMENT PLAN, of the DISPOSITION AND DEVELOPMENT AGREEMENT.

4. Section 1, PURCHASE PRICE, subsection (a), shall be amended to read as follows:

Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) into escrow as earnest money (the "Original Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period. The Buyer must also deposit with the RDA an additional two hundred seventy five thousand dollars ($275,000) for the remainder of the 5% earnest money deposit that shall be deposited into the escrow upon joint City and RDA approval of this Second Amendment. The total deposit shall be applicable to the $3,300,000 purchase price on Parcel A.

5. Section 2, PURCHASE PRICE, subsection (c) shall be amended to read as follows:

Prior to the close of escrow on the commercial lots on Parcel A, the Buyer shall deposit with the RDA Three Million Three Hundred Thousand Dollars ($3,300,000.00) into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. Buyer shall deposit into an irrevocable escrow account, the greater of (1) $7.65 per sq. ft. for the front six (6) acres of commercial land, or (2) a total of Two Million Dollars ($2,000,000) gross, in the escrow account. Buyer also shall deposit the greater of $5.81 per square foot, or One Million Dollars ($1,000,000), on or before the close of escrow for the residential lot within Parcel A comprising 3.95 acres. The City will also place the Original Deposit from the Buyer into escrow account which will total $3,350,000 in the escrow account. All funds received from the sale of the lots on Parcel A shall be referred to as the "Parcel A Land Sale Proceeds". The Buyer will be allowed to close on an individual commercial or residential lot within Parcel A provided that the Buyer completes, to the written satisfaction of the City, the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment.

These funds in the escrow account will be released back to the Buyer in three (3) draws. The Buyer shall receive draws from escrow when: (A) the Buyer closes escrow for the residential lot comprising the mid-rise residential tower, (B) the residential tower is topped off, and (C) the City accepts possession of the fire station. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the DDA);(B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City); and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and the execution of the Fire Station Lease.

In return for the refund of the Parcel A Land Sale Proceeds, the Buyer will deliver to the City, a four-bay fire station that will encompass no less than 13,000 square feet and shall not to exceed 15,000 square feet of commercial leasable space on the first floor of the residential tower, however, the intent of this space is to be approximately 13,200 square feet. This space will be delivered to the City as a "Grey-Shell" that the City will have to complete the tenant improvements prior to occupying the space. Exhibit "B", to be attached hereto and incorporated by reference herein as if fully set forth, is a list of the requirements for the fire station space and identifies who is responsible for which costs of the space. In addition, there is also an estimated budget for the space in Exhibit "B". In addition, the Parties agree to negotiate and execute the Fire Station Lease as a Condition Precedent to the close of escrow of the residential lot on Parcel A which Lease will have a forty (40) year term, and the annual rent of that lease will be one dollar ($1.00) per year. At the end of the term of the Fire Station Lease, the City will have the right to purchase the space for one dollar ($1.00). As a part of the Fire Station Lease, the fire station will have separate utility meters and the City will be responsible for the operational costs of the space. The Buyer will be required to meet all of the requirements to convert the fire station to a commercial condominium to allow the City to take ownership of the space. In the event the Buyer does not meet such requirements, then the Buyer will be obligated to enter into a ninety-nine (99) year lease that will have the same terms as the original forty year lease, including the $1.00 per year rent.

Parcels B and Parcel C shall be purchased from the City by the Buyer for the greater of (1) three million two hundred thousand dollars ($3,200,000), and (2) $21.67 per gross square foot. On Parcel B and Parcel C, the Buyer will develop on these parcels a minimum of sixty (60) low-rise affordable, age-restricted rental apartments, and a 10,000 sq. ft. park and surface parking for the residential units. Buyer may close escrow for Parcel B and Parcel C in phases; however, Buyer must close on both of Parcels A and B no later than July 20, 2010.

6. Section 8, ESCROW, subsection (a), shall be amended to read as follows:

For Parcel A, close escrow no later that July 20, 2009. For Parcels B and C, close escrow no later July 20, 2010. The Contingency Period commences the date following the opening of escrow and shall expire on July 20, 2009.

Prior to the close of escrow on the commercial lots for Parcel A, the Buyer shall deposit with the RDA the $3,000,000 into an irrevocable escrow account on for 1501 N. Decatur 9.95 acre site. (The irrevocable escrow account shall specify that such deposit is nonrefundable subsequent to expiration of the Contingency Period.) The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of the greater of $7.65 per gross square foot for the front six (6) acres of commercial lots, or a total of $2,000,000 in the escrow account.

The residential lot within in Parcel A comprising of 3.95 acres will require a deposit of the greater of $1,000,000 at the close of escrow, or a total of $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into an escrow account totaling $3,350,000 in the account.

The Buyer will be allowed to close on the commercial lots within Parcel A, one at a time as the Buyer meets the CONDITIONS PRECEDENT TO CLOSING as defined in Section 9 of the DDA and this Second Amendment. These funds deposited into escrow will be released back to the Buyer in three (3) draws. The Buyer can receive draws from escrow when: (A) the Buyer closes escrow for the lot comprising the mid-rise residential tower, (B) the tower is topped off, and (C) the City accepts possession of the fire station, which coincides with the issuance of the Certificate of Occupancy for the building and completion of the Grey Shell. These funds shall be released as follows: (A) 34% of the Parcel A Land Sale Proceeds when the Buyer commences construction on the residential tower (whereby commencement of construction is defined more particularly in Section 1 of the DDA); (B) 33% of the Parcel A Land Sale Proceeds when the residential tower is topped off (completion of core and shell, as acknowledged in writing by the City): and (C) the remaining 33% of the Parcel A Land Sale Proceeds when the City accepts possession and final occupancy of the fire station space, as acknowledged in writing by the City and as set forth in the Fire Station Lease.

7. Section 9, CONDITIONS PRECEDENT TO CLOSING, subsection (c), shall be amended to read as follows: The Buyer shall complete the entitlement process for its proposed Project, which includes, without limitation, the rezoning of the Property, "General Plan Amendment" and "Property Development Plan." City staff shall assist with the design review process. Notwithstanding the foregoing, the Buyer is solely responsible (subject to Force Majeure Delay) to ensure that the proposed Project is completed within the timeframe set forth in the DDA. The Buyer shall close escrow on all of the lots, commercial and residential, within Parcel A no later than July 20, 2009. The Buyer shall close escrow on the Parcels B and Parcel C no later than July 20, 2010. The Buyer, at its sole expense, shall obtain any and all permits necessary for the commencement of the construction at the same time as the close of escrow.

The Buyer shall cause the Site to become a commercial subdivision and the Buyer will be allowed to close on the commercial lots one at a time and deposit with the RDA the $3,300,000 into an escrow account on for 1501 N. Decatur 9.95 acre site. The purchase price for the commercial lots must be paid in full at closing. These funds are to be deposited into an escrow account. These funds will be paid at a rate of (1) $7.65 per gross square foot for the front six (6) acres of commercial land; or (2) $2,000,000 in the escrow account. The residential lot comprising of 3.95 acres will require a deposit of (1) $1,000,000 at the close of escrow; or (2) $5.81 per gross square foot. The City will place the Original Deposit from the Buyer into escrow account totaling $3,350,000 in the escrow account.

Subject to the closing on the commercial lots on Parcel A, the Buyer shall present to the RDA and the City executed agreements for the development and lease of the commercial spaces on Site. The Buyer shall also have all entitlements in place to move forward with the construction of the aforementioned commercial development as quickly as possible after the close of escrow on those commercial lots. If construction has not commenced with the pouring of the foundation within six months- of the close of escrow, then the RDA shall have the right to exercise their right of reentry under Section 15 of the DDA.

8. Section 9, CONDITIONS PRECEDENT TO CLOSING, shall be amended by adding a new subsection (g) to read as follows:

The Buyer and City agree to fully negotiate a final form of the Fire Station Lease no later than November 30, 2008 which Lease will be submitted to the Las Vegas City Council for consideration and approval no later than December 17, 2008. The Fire Station Lease shall include, among other things, the items listed above in Section 2 (c).

9. Section 15, RIGHT TO REPURCHASE, REENTER AND REPOSSESS, shall be amended to read as follows:

Sellers, their successors, and/or assigns, shall have the additional right, at their option, to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property, in whole or in part, and prior to the issuance of the Certificate of Occupancy therefore the Buyer:

(a) fails to proceed with construction of the improvements on any of the acquired lots on any of the Parcels on the Property, as required by this DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Completion Failure"); or

(b) abandons or substantially suspends construction of the improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Permitted Transfers").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this DDA and approved in writing by the Sellers; and

(y) any rights or interests provided in this DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The term of this right shall commence on the ninety-first (91^{st}) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this DDA and proceeds with such construction to completion in the manner required by this DDA, within the ninety (90) day cure period, and the term of this right shall expire three (3) months after the Notice of Construction Failure.

In the event the Buyer transfers, or suffers an involuntary transfer of the Property or any part thereof in violation of this DDA, the term of this right shall commence immediately on the thirty-first (31^{st}) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Seller, their successors and/or assigns, may rescind their election to exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

For the purpose of implementing this provision for the commercial lots on Parcel A, at the time of conveyance of each commercial lot on Parcel A, the Buyer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "C" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "D" hereto directed to the Escrow Agent and signed by the Buyer and the Sellers. If any of the events authorizing the Seller to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least 20 (twenty) days' prior notice to the Buyer, to record the Quitclaim Deed to the Site. If the Buyer completes construction on or before the time set forth in this Section, the Sellers agree to join with the Buyer in instructing the Escrow Agent to return the Quitclaim Deed to the Buyer.

To exercise the right to repurchase, reenter and take possession of the residential lot on Parcel A, and Parcels B and C of the Property, Sellers, its successors and/or assigns, shall, within the terms provided in the preceding paragraphs, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price of the lot or applicable Parcel paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) any amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

10. Except as hereinabove set forth, all other sections of the DDA shall remain in full forceand effect through out the term of the agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the day and year first above written.

ATTEST:

Beverly K. Bridges, CMC, City Clerk

CITY OF LAS VEGAS

By:

OSCAR B. GOODMAN, Mayor

ATTEST:

Beverly K. Bridges, CMC, Secretary

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:

OSCAR B. GOODMAN, Chairman

APPROVED AS TO FORM:

V. Panticello 9/2/08

Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By:

MICHAEL J. MCDONALD, PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 16th day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

Debra Hume

NOTARY PUBLIC, in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

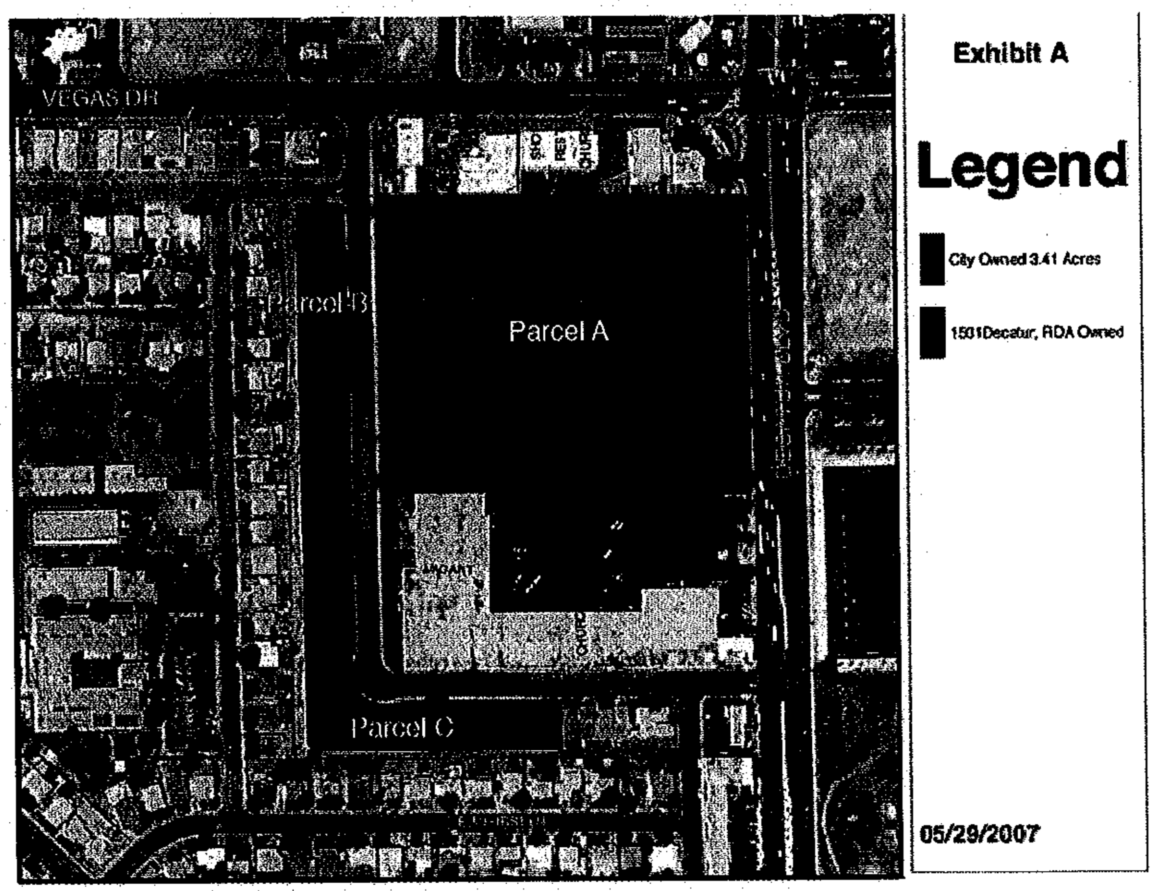
On this 17TH day of July, 2008, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

Stacey Campbell

NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

EXHIBIT "A"'
Site Plan and Legal Description



Order No. 07-01-0123-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WEAST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Fire Station 143 - Grey Shell Build Out Responsibilities

DESCRIPTION	CITY	ALPHA	EXPENSE
Grey Shell Project Funding $3,300,000		X	ALPHA
Fire Station 143 - 4 Bay Fire Station shell, approximately 220' wide x 60' long = 13,200sf. between grid lines 16 and 26.		X	ALPHA
Estimated shell buildout cost $197 per square foot x 13,200 = $2,600,400		X	ALPHA
Estimated cash back to City for fire station tenant improvement $699,600		X	ALPHA
Estimated tenant improvement cost building construction only no soft costs $128 per square foot x 13,200 = $1,689,600 minus $699,600 cash transfer from Alpha = $990,000	X		CITY
First floor to second floor height 22'-0" minus 11" second floor concrete post tension slab. Approx. 21'-0" clear space which includes main building piping chase run.		X	ALPHA
The apparatus bay is approximately 89' wide x 60' long = 5,340sf between grid lines 16 and 20		X	ALPHA
The livable space is approximately 131' wide x 60' long = 7,860sf between grid lines 20 and 26		X	ALPHA
89' wide x 20' long concrete apron on west side of apparatus bay and 89' wide x 55' long concrete apron on east side of apparatus bay.		X	ALPHA
Concrete pads for future HVAC spit system units		X	ALPHA
Designated fire personnel parking (15 Spaces) on east side of fire station.		X	ALPHA
Increase size of building emergency generator to include fire station loads (estimated increase 150kw). Independent generator for fire only preferred)		X	ALPHA
Water District Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Nevada Power Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Southwest Gas Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Embarq Fiber Conduit for Future Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Cable TV Service Connection brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Sewer Main connection point for fire station waste and sand oil separator tie in brought to the building and sleeved into Fire Station space. City will provide sleeve location to developer.		X	ALPHA
Trash enclosure for Fire Station	X		CITY
Maintenance of site and grounds		X	ALPHA
Maintenance of exterior of building		X	ALPHA
Maintenance of Emergency Generator		X	ALPHA
Interior floor to remain open with structure columns and concrete mat footing 4' below finish floor with type II compacted structural fill over mat footing for future interior concrete slab.		X	ALPHA
Exterior walls to be finished with engineered stucco system with steel studs and R-24 wall insulation. No gypsum board. At apparatus bays masonry walls with furring and rigid insulation may be used.		X	ALPHA
Exterior overhead doors(City to supply specification), windows, and man doors to be insulated and if doors have glass insulated glazing.		X	ALPHA
Ceiling/Plenum space above livable space. Maintenance access and cat walk?		X	ALPHA
Fire Sprinkler system to be shared with main building. No separate fire riser room required. City will extend pipe drops to rooms from existing main as part of tenant improvement.		X	ALPHA
Exterior building signage (Part of the tenant improvement package)	X		CITY
Lighted site flagpole(s). City to control operation of flag raising & lowering as mandated.		X	ALPHA

EXHIBIT "C"
FORM OF QUITCLAIM DEED

APN: 138-25-503-006

Recorded at the Request of:

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

When Recorded, Return to:

City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alpha Omega Strategies, Inc. a Nevada Corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the City of Las Vegas Redevelopment Agency, a public body in the State of Nevada, the real property in the city of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto.

DATED this_______day of ____________________________, 2008.

Alpha Omega Strategies, Inc.

By:_____________________________________
Michael J. McDonald
Its: President

ACKNOWLEDGMENT

State of Nevada)
) :ss
County of Clark)

This instrument was acknowledged before me, a notary public, on this day of ______________________, 2007 by ___________________________ ______________________.

____
Notary Public

EXHIBIT "D"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

IRREVOCABLE ESCROW INSTRUCTIONS

_____________________,
2008

____
____
Las Vegas, Nevada __________

Re: Escrow No. ______________

Dear Sir or Madam:

Michael J. McDonald, President of Alpha Omega Strategies, Inc., (the "Buyer"), one of the undersigned, has entered into that DISPOSITION AND DEVELOPMENT AGREEMENT dated June 20, 2007 and amended on October 17, 2007 and again amended on July 16, 2008 (the "Agreement"), with the City of Las Vegas and the City of Las Vegas Redevelopment Agency ("RDA"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and these Irrevocable Escrow Instructions and is further described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 15 of the Agreement provides that, at the time of conveyance of the commercial lot(s) on Parcel A of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the RDA a notice certifying that a copy of it said notice has been delivered concurrently to the Buyer and stating that the City has given notice of the exercise of the RDA's remedy in Section 15 of the Agreement with respect to the commercial lot(s) on Parcel A of the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Buyer certifying that a copy of the notice has been delivered concurrently to the RDA and stating that the Buyer has completed the construction as provided in the Agreement, you shall at the end of 20 (twenty) days after receipt of said notice return the Quitclaim Deed to the Buyer, unless during the 20 (twenty) day period, the RDA objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the RDA's power of termination with respect to any of the commercial lots on Parcel A of the Site has ended, you will forthwith return the Quitclaim Deed to the Buyer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Buyer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the commercial lot on Parcel A of the Site (as defined in the Agreement) to the RDA and is not intended to terminate a security interest in the commercial lot on Parcel A of the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS
REDEVELOPMENT AGERNCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

Approved as to form:

____
Date

Attest:

____
Beverly K. Bridges, CMC, Secretary

ALPHA OMEGA STRATEGIES, INC.

By______________________________
MICHAEL J. MCDONALD, PRESIDENT

____________________, on behalf of ________________, hereby accepts and agrees to carry out these escrow instructions.

Nevada Title Company:

By :________________________

Print Name: ____________________

FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT ("First Amendment") is made as of the 17TH day of OCTOBER, 2007, by and between City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Alpha Omega Strategies, Inc., RDA and the City are sometimes referred to collectively as the "**Parties.**"

RECITALS

A. The Parties entered into a Disposition and Development Agreement dated July 20, 2007 ("DDA") wherein the Sellers agree to sell certain real property generally located at 1501 Decatur, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable senior rental units and commercial retail space to cater to residents of the residential units.

B. Buyer has been moving forward through "Contingency Period" of the DDA. As part of Buyer's due diligence of the Site with their lender, they have noted some environmental conditions which need to be resolved before moving forward on the Site.

NOW, THEREFORE, the Parties agree to amend the DDA as follows:

1. Section 1, Purchase and Sale, Subsection 1, first sentence, shall be amended to read as follows:

   Sellers and Buyer agree that the development on the property will consist of **at least 600 age-restricted low-income housing units and 100,000 sq. ft**. of retail and office space to be built on the Property (such development referred to herein as the "Project").

2. Section 2, PURCHASE PRICE, subsection c, shall be amended to read as follows:

   In the event Buyer should terminate this DDA and escrow prior to the date for the close of escrow as set forth in Section 8 (a) of the DDA, Buyer shall notify Sellers and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the RDA shall release the Deposit to Buyer, less the costs and fees of the escrow to such date. If no written notice is received prior to the date for the close of escrow, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be deemed non-refundable. The Deposit shall be applied towards the Purchase Price upon the closing of escrow. In the event the Buyer cannot close escrow due to any matter out of its control, the Deposit shall be returned in full less any escrow fees and costs to such date.

3. Section 8, ESCROW, subsection (a), shall be amended to read as follows:

Close escrow within one hundred eighty (180) days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire ninety (270) days from the date of approval of this DDA by the Las Vegas City Council and the RDA Board as set forth in Section 10 below. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set the next succeeding working day.

4. Section 9, CONDITIONS PRECEDENT TO CLOSING, subsection (c), shall be amended to read as follows:

The Buyer shall complete the entitlement process for its proposed Project, which include, without limitation, the rezoning of the Property, "General Plan Amendment", "Tentative Map" and "Property Development Plan." The City staff Expeditor will assist with the process to ensure that it is completed within the timeframe set forth in the DDA. The Buyer shall have a maximum of four hundred and fifty (450) days to complete this process from the approval of this DDA, inclusive of the Contingency Period. The Buyer shall obtain all permits necessary for the commencement of the construction prior to the close of escrow.

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5. Except as hereinabove set forth, the DDA shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the day and year first above written.

ATTEST:

Beverly Bridges, CMC, City Clerk

CITY OF LAS VEGAS

By: ____________________
Oscar B. Goodman, Mayor

ATTEST:

Beverly Bridges, CMC, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ____________________
Oscar B. Goodman, Chairman

APPROVED AS TO FORM:

10/5/07
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By: ____________________
Michael J. McDonald, President

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 8TH day of NOVEMBER 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Oscar B. Goodman, who acknowledged that he executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

Stacey Campbell
NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 5th day of October, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Michael McDonald, who acknowledged that he executed the above instrument.

JoAnn Crolli
NOTARY PUBLIC, in and for said County and State

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS Agreement (the "DDA") is made and entered into this 20th day of June, 2007, by and among the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (collectively herein the "Sellers") and Alpha Omega Strategies, Inc., (herein the "Buyer"). Wherever the term "Buyer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Buyer. Pursuant to Resolution RA-4-99 adopted by City Council and the governing board of the RDA effective October 1, 1999, the Buyer warrants that it has disclosed, on the form attached hereto as Exhibit "B", all members of Buyer holding more than a one percent (1%) ownership interest in Buyer.

RECITALS

WHEREAS, the City owns several parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland and Laurelhurst adjacent to 1501 Decatur, Las Vegas, Nevada, 89108, and the RDA owns approximately 9.95 acres located at 1501 Decatur, Las Vegas, Nevada, 89108 (such City and RDA land referred to collectively herein as the "Property," a Site Plan of the Property being attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel Numbers 138-25-515-001, 138-25-516-001 and 138-25-503-006); and

WHEREAS, Sellers desire to sell to the Buyer, and the Buyer desires that it purchase from Sellers, the Property that is depicted in Exhibit A; and

WHEREAS, Sellers and Buyer mutually desire that the Property be developed with certain age-restricted low-income housing as described in this DDA; and

WHEREAS, the parties desire to set forth in this DDA the terms and conditions for the disposition and development of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. **PURCHASE AND SALE.** Buyer shall purchase all of Sellers' right, title and interest in and to the Property from Sellers.

(a) Sellers and Buyer agree that the development on the property will consist of **at least 600 age-restricted low-income housing units** and 50,000 sq. ft. of retail and office space to be built on the Property (such development referred to herein as the "Project"). Any and all development on the Property will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City as presently in effect. Before commencement of construction or development of any buildings or other work of improvement related to the Project, the Buyer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work. The low-income housing component of this project shall meet the State's definition of low income housing under N.R.S. 279.397.

(b) As part of the Buyer's efforts to promote diversity of contracting within the Las Vegas community, Buyer will require that its general contractor for the Project maintain a very focused outreach program for recruiting specially targeted population groups, including (i) advertising in local minority, small business, and trade association publications, (ii) holding outreach workshops for bidding the various components of the Project, and (iii) encouraging participation by all minority, women-owned, and disabled veteran businesses. In addition, Buyer will use commercially reasonable efforts to hire consultants of similar composition within the Las Vegas area to provide local firms with the opportunity for employment on the Project. This requirement shall survive the close of escrow herein and shall not merge into the deed conveying the Property to Buyer.

(c) The use by the City of low-income housing set aside money to acquire its portion of the Property, and the RDA contribution to the Project require that the Buyer obtain a "Public Works Identifying Number" (PWP Number) from the Office of the Labor Commissioner for the State of Nevada for any development on the property. The Property is being conveyed to Buyer in accordance with the RDA's powers pursuant to Nevada Revised Statutes (NRS) Chapter 279. Therefore, pursuant to NRS 279.500(2) the development of the entire Project by Buyer is subject to the provisions of NRS 338.010 to 338.090, inclusive, requiring the payment of prevailing wages, to the same extent as if the RDA had awarded the contract for the construction of the Project.

Due to the use of the of low-income housing set aside funds on this property the Buyer covenants and agrees for itself, its successors, assigns, and every successor in interest that during construction and thereafter, the Property shall be devoted only to low-income housing and for the retail facilities associated with the proposedlow-income housing. The foregoing covenants shall run with the Property, and be binding on any successors in interest thereto, and are enforceable by Sellers.

(d) The Project will be developed within the time schedule set forth herein. Buyer agrees that, in all events, within six (6) months after the acquisition of the Property, the Buyer will commence construction and will complete such construction within thirty-six (36) months after commencement of construction. The commencement of construction shall be evidenced by the pouring of the foundation for the Project. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this DDA and unavoidable casualty. If the performance of an obligation hereunder or under any other DDA or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other DDA or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay. However in the event that the Buyer fails to meet any of the deadlines incorporated herein due to its own negligence or the inability to acquire funding for this project it shall immediately trigger the RDA's rights under Section 15 of this contract.

(e) The Buyer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site and required off-site improvements.

(f) The Buyer will also be responsible for the expense of relocating any utilities relative to any existing utility easements applicable to the Property.

(g) Buyer acknowledges the presence of two (2) buildings located on the Property that are currently scheduled for demolition. The City shall bare the cost of the demolition of these structures.

(h) For the purposes of assuring compliance with this DDA, and in addition to the normal City inspectors associated with construction in the City, representatives of the City and the RDA shall have the reasonable right of access to the Property and Project without charges or fees and at normal construction hours during the period of construction for the purposes of monitoring performance of this DDA, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of RDA or the City shall be those who are so identified in writing by the Executive Director of RDA. RDA and the City shall defend (with counsel reasonably acceptable to Buyer) indemnify the Buyer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the liability limitations of NRS 41.035.

(i) The Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to RDA) the RDA, the City, their affiliates, its and their officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project excluding any actual liabilities resulting solely from the acts of the City, Agency or RDA.

(j) The Buyer shall not sell, transfer, exchange or deed to property to another entity without written approval from the Sellers. Any attempt to dispose of this property without the written consent of the Sellers shall constitute a breach of this DDA and trigger the Sellers' rights under section 15 of this DDA.

(k) Failure on the part of the Buyer, after acquisition of the Property, to comply with the provisions of this section shall constitute a default under this DDA. Sellers shall provide Buyer with written notice of default and allow Buyer thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event Buyer shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(l) Employment Plan. In accordance with the provisions of the RDA's employment plan policy adopted June 3, 1992, as amended June 6, 2001 relating to the Project, Buyer shall:

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

2. Contact the City to identify the vendors in its minority vendor's directory.

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

4. Complete the Buyer's proposed employment plan, as required by NRS 279.482(2)DDA, which must be submitted to and approved by the Sellers prior to the close of escrow.

2. **PURCHASE PRICE.** The purchase price (herein "Purchase Price") to be paid for the Property shall be Six million five hundred thousand dollars ($6,500,000.00), all cash. The Purchase Price should be paid as follows:

(a) Buyer has on November 9, 2005, deposited with the RDA, fifty thousand dollars ($50,000.00) (Bayne/Miller Chk. # 1307) as earnest money. No later than the approval date of this DDA the Buyer shall deposit with the Sellers an additional $275,000.00 to complete the 5% earnest money deposit for the acquisition of this property (said total amount of $325,000 referred to herein as the "Deposit"). Such Deposit shall constitute the earnest money deposit for this DDA. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period, and in such case the DDA is terminated without liability to any party, except that the Buyer shall pay any required escrow fees and costs to such date, and such funds shall be retained from the Deposit with the remainder to be delivered to Buyer.

(b) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, six million one hundred seventy-five thousand dollars ($6,175,000.00), plus Buyer's share of the escrow fees and costs.

(c) In the event Buyer should terminate this DDA and escrow prior to the expiration of the Contingency Period, Buyer shall notify Sellers and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the RDA shall release the Deposit to Buyer, less the costs and fees of the escrow to such date. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be deemed non-refundable. The Deposit shall be applied towards the Purchase Price upon the closing of escrow. In the event the Buyer cannot close escrow due to any matter out of its control the Deposit shall be returned in full less any escrow fees and costs to such date. However if the escrow does not close due Buyer's negligence it shall forfeit the Deposit in full to the Sellers, less the escrow costs and fees.

3. **TITLE TO THE PROPERTY**. The title to the Property conveyed is to be subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") with readable copies of all exceptions to title provided through escrow. Buyer shall have fifteen (15) business days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Sellers and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title as set forth in the PTR. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Sellers shall make a good

faith effort to cure Buyer's Objection prior to the expiration of the Contingency Period, or, if Sellers elect to disregard or fail to cure Buyer's Objection, Buyer may terminate this DDA as Buyer's sole recourse, and the Deposit shall be returned to the Buyer, less escrow costs and fees to such date.

4. **TITLE INSURANCE.** Sellers agree to deliver, at their expense, good and merchantable title as evidenced by a CLTA policy of title insurance which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this DDA. Buyer, at its option and as its sole recourse against Sellers, may terminate this DDA, and the deposit, less escrow fees and costs, shall be returned if the Sellers fail to deliver good and merchantable title as herein provided.

5. **CONDITION OF TITLE**. The Sellers shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in recorded easements affecting the Property as approved by the Buyer.

6. **INVESTIGATION OF PROPERTY.** Sellers hereby grant Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify and hold Sellers harmless from any actual damage as a result of Buyer's tests and investigations on the Property. Buyer further agrees to indemnify and hold Sellers harmless from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations. In the event Buyers desire to perform any tests on the Property which penetrate below the soil surface, Buyers shall provide either a performance bond or liability insurance policy to Sellers in the form approved by the City Attorney's Office, in the amount of $1,000,000 to secure such indemnification to Sellers. If Buyer determines in its sole discretion that the condition of the Property is not acceptable for its purposes, Buyer may cancel this DDA during the Contingency Period by giving the Sellers and Escrow Agent written notice of such cancellation during the Contingency Period, and in such case the DDA shall be terminated and the Deposit returned to Buyer less any accrued escrow fees and costs. If Buyer does not terminate the DDA during the Contingency Period as herein provided, Buyer shall be deemed to have accepted the condition of the Property in its "as is, where is" condition, and shall not assert any claims against Sellers in the future for any conditions of the property, known or unknown.

7. **"AS IS" SALE.**

a. The Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by the Buyer pursuant to this DDA in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this DDA, Sellers make no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Sellers make no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property. The Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this DDA constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

b. Release and Waiver.

Except as otherwise stated herein, the Buyer, for itself, its successor and assigns, and for each and every subsequent owner or Lessee of the Property (collectively the "Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Buyer has or may have in the future against Sellers, their officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer or any Releasing Party now has or which Buyer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Property. The Buyer hereby agrees to hold harmless and indemnify Sellers from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by Sellers after the conveyance of the Property to the Buyer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Property or (ii) the application of Environmental Laws to the Property. This provision shall survive closing and, when recorded, shall run with and bind the Property and any successors thereto, and shall not merge in the deed conveying the Property to Buyer.

c. Warranties.

Buyer agrees that Sellers are making no representations or warranties regarding the environmental condition of the Property.

d. Definitions.

1. As used in this DDA, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

2. As used in this DDA, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered there under by any .federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

8. **ESCROW**.

The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo as escrow agent (the "Escrow Agent"), immediately after the effective date of this DDA. The escrow shall be deemed opened when Buyer and Sellers have executed and delivered a signed copy of this DDA and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this DDA, and in addition shall provide the following:

(a) Close escrow within one hundred and eighty (180) days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire ninety (90) days from the date of approval of this DDA by the Las Vegas City Council and the RDA Board as set forth in Section 10 below. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Buyer any Documentary Transfer Tax and charge Sellers the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided at close of escrow in accordance with the usual practices in Clark County, Nevada pursuant to Section 11 herein;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Sellers;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this DDA; and

(f) In the event of any conflict between the terms of this DDA and the terms of the escrow, the terms of this DDA shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be retained by the Sellers as liquidated damages. If escrow fails to close as a result of Sellers' default, Buyer shall be entitled to seek specific performance and other legal and equitable remedies available to the Buyer herein, but Sellers shall be in no event subject to any liability for any other damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this DDA prior to close of escrow.

9. **<u>CONDITIONS PRECEDENT TO CLOSING</u>**. The purchase of the Property is contingent upon fulfillment of the following conditions precedent:

(a) Buyer's approval of the PTR, and all documents described within the PTR, issued by Escrow Agent concerning the Property within fifteen (15) business days after Buyer's receipt of same from Escrow Agent, all pursuant to Section 3.

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Sellers in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close.

(c) The Buyer shall complete the entitlement process for its proposed Project, which will include, without limitation, the rezoning of the Property, "General Plan Amendment", "Tentative Map" and "Property Development Plan." The City staff Expeditor will assist with the process to ensure that it is completed within the timeframe set forth in the DDA. The Buyer shall have a maximum of two hundred and seventy (270) days to complete this process from the approval date of this DDA, including the Contingency Period. The Buyer shall obtain all permits necessary for the commencement of construction prior to the close of escrow.

(d) The Buyer and City shall jointly work to resolve and/or remove, to the satisfaction of the Sellers and as necessary for the Project to be completed, the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada. However, any costs incurred shall be borne solely by the Buyer. Buyer shall have the right to terminate the DDA and be entitled to return of Buyer's deposit in the event Buyer can not resolve the Mutual Parking Agreement dated October 17, 1963.

(e) The Buyer shall provide written evidence of complete project financing, which financing must be approved by Sellers prior to close of escrow, and such financing shall be closed in a simultaneous closing with the escrow required by this DDA and in a manner acceptable to Sellers.

(f) The employment plan must be completed, submitted to and approved by the Sellers prior to the close of escrow.

10. **TIME OF OFFER/CONDITION PRECEDENT.** Execution of this DDA by the Buyer and delivery thereof to the Sellers shall constitute an offer to purchase the Property under the terms and conditions set forth herein. This DDA does not become binding upon the Sellers until approved by the City Council and the RDA Board, and signed by the Mayor of the City of Las Vegas and the Chairman of the RDA Board. By executing this DDA and submitting it to the Sellers, the Buyer is making an irrevocable offer to enter into this DDA, which offer shall continue for the period of time necessary for the City Council and RDA Board to consider the same and thereafter to execute and deliver it to Buyer, or reject the offer and authorize the return of Buyer's Deposit.

11. **CLOSING COSTS AND FEES.** At the close of escrow:

A) The Sellers shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be shared equally between Buyer and Sellers.

C) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.

D) All Closing Costs shall be paid at Close of Escrow.

E) The Buyer is responsible for payment of the Real Estate Transfer Tax.

11.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse to Sellers the Purchase Price less Sellers' share of costs of Escrow.

11.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Sellers and Buyer at the addresses provided in Section 16 a true, correct and complete copy of the Closing Statements, in form customarily prepared by the Escrow Agent.

12. **REPRESENTATIONS AND WARRANTIES BY THE SELLERS.** The Sellers hereby represent and warrant to the Buyer the following:

A) As far as is known to Sellers, the Sellers own the Property subject to the easements and exceptions set forth in PTR, and have no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Sellers have taken no action prior to the execution of this DDA which would adversely affect title to the Property.

B) This DDA and all documents executed by the Sellers which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Sellers and are enforceable in accordance with their respective terms.

C) The Sellers are not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.

D) As far as is known to Sellers, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Sellers, as relating to the Property.

12.1 **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Sellers that this DDA and all documents executed by the Buyer which are to be delivered to the Sellers at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this DDA as indicated herein.

12.2 **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this DDA, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

13. **MORATORIUMS.** Should the Property come under a moratorium resolution or other similar action by a governmental agency or utility company which would normally provide services to the Property, all payments and conditions of performance referred to herein or referred to in any documents connected with this sale shall automatically be extended by the length of the period covered by such moratorium order.

14. **CONDEMNATION.** If, at or prior to the time of closing, the Property, or any portion thereof, shall be condemned or taken pursuant to any governmental power of eminent domain, Buyer

shall have the right to terminate this DDA and receive its Deposit, less escrow costs, or elect to proceed to closing with an equitable reduction in the Purchase Price for the portion of the Property condemned or to be taken at the per acre purchase price rate or at the condemnation value, whichever is higher, on account of such taking.

15. **<u>RIGHT TO REPURCHASE, REENTER AND REPOSSESS</u>** Sellers, their successors and/or assigns, shall have the additional right at their option to repurchase, reenter and take possession of the Property with all improvements thereon if, after conveyance of title to the Property and prior to the issuance of the Temporary Certificate of Occupancy therefore, the Buyer:

(a) fails to proceed with construction of the improvements on the Property as required by this DDA for ninety (90) days after written notice thereof from Seller, their successors and/or assigns ("Notice of Construction Failure"); or

(b) abandons or substantially suspends construction of improvements on the Property for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this DDA, and such breach is not cured within thirty (30) days after the date written notice thereof from Sellers, their successors and/or assigns ("Notice of Unpermitted Transfer").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this DDA and approved in writing by the Sellers; or

(y) any rights or interests provided in this DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments which have been approved in writing by Sellers.

The right to repurchase, reenter and take possession shall be exercised, if at all, only by giving written notice of exercise no later than the times set forth herein.

The term of this right shall commence on the ninety-first (91^{st}) day following the date of the Notice of Construction Failure, unless the Buyer commences or resumes construction as required by this DDA and proceeds with such construction to completion in the manner required by this DDA, within the ninety (90) day cure period, and the term of this right shall expire six (6) months after the Notice of Construction Failure. In the event the Buyer transfers, or suffers an involuntary transfer of the Property or any part thereof in violation of this DDA, the term of this right shall commence immediately on the thirty first (31^{st}) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. Sellers, their successors and/or assigns, may rescind their election to exercise the right to repurchase, reenter and take possession of the Property by written notice to the Buyer at any time prior to expiration of such right.

To exercise the right to repurchase, reenter and take possession of the Property, Sellers, their successors and/or assigns, shall, within the terms provided in the preceding paragraph, provide written notice to the Buyer of its intent to exercise such right, as well as, pay the Buyer in cash an amount equal to:

(ww) the Purchase Price for the Property paid by the Buyer; less

(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(zz) the amount of liens on the Property, other than financing liens described in subparagraphs (x) and (y) above, and any unpaid assessments against the Property.

16. **NOTICES**. Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLERS:	City of Las Vegas Office of Business Development 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101
	City of Las Vegas Redevelopment Agency 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101
COPY TO:	City of Las Vegas City Attorney's Office 400 Stewart Avenue, 9th Floor Las Vegas, Nevada 89101
BUYER:	Alpha Omega Strategies, Inc. 4908 Carmen Blvd. Las Vegas, NV 89108

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

17. **APPLICABLE LAWS AND SEVERABILITY**. This DDA shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada

18. **ENTIRE AGREEMENT**. The foregoing represents the entire agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action with respect to this DDA, each party shall bear its own costs and attorney's fees.

19. **SUCCESSORS AND ASSIGNS.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. However the Buyer shall not encumber, sell, transfer, exchange or deed the Property to another entity without written approval from the Sellers.

20. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this DDA without the express written consent of the other party.

21. **MERGER OF PRIOR AGREEMENTS.** This DDA (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

22. **NO WAIVER.** No waiver of any of the provisions of this DDA shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. **COUNTERPARTS.** This DDA may be executed in multiple counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This DDA may not be recorded in the Clark County Recorder's Office unless and until the close of escrow, at which time it shall be recorded by Escrow Agent.

24. **SURVIVAL.** The representations and warranties contained in this DDA, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

25. **TIME OF THE ESSENCE**. Time is of the essence of this DDA and all terms, provisions, covenants and conditions hereof.

26. **MODIFICATIONS OR AMENDMENTS.** This DDA may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this DDA by the City Council and the RDA Board, and after it has been fully executed by signature of all parties, the Sellers designate the City's Director of the Office of Business Development who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this DDA (except the deed to convey the Property, which shall be executed by the Mayor of the City and the Chairperson of the RDA), such as amendments, escrow documents, adjustments to monetary expenditure not to exceed ten thousand ($10,000.00) dollars, and the filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

Beverly K. Bridges, CMC City Clerk

CITY OF LAS VEGAS

By______________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

Beverly K. Bridges, Secretary

CITY OF LAS VEGAS
REDEVELOPMENT AGERNCY

By______________________
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

Thomas R. Green 6/7/07
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES, INC.

By______________________
MICHAEL J. MCDONALD, PRESIDENT

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 7 day of June, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, MICHAEL J. MCDONALD, who acknowledged that he/she executed the above instrument.

Joann Crolli

NOTARY PUBLIC, in and for said County and State

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 25th day of June, 2007, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas and as the Chairman of the City of Las Vegas Redevelopment Agency.

Stacey Campbell

NOTARY PUBLIC, in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

ESCROW AGENT'S RECEIPT OF DDA

THE UNDERSIGNED Escrow Agent acknowledges receipt of this DDA and agrees to act in accordance therewith and pursuant to other escrow instructions required by Escrow Agent.

DATED THIS _____ DAY OF ________________, 2007.

By:____________________________________

Title:__________________________________

Exhibit A

Legend

City Owned 3.41 Acres

1501Decatur, RDA Owned

05/29/2007

Order No. 07-01-0123-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE SUBDIVISION MAP FOR CONDOMINIUM PROPSED OF DECATUR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 ,PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL B:

AN UNDIVIDED 1/16 INTEREST IN AND TO THE COMMON AREA OF THE ABOVE-DESCRIBED SUBDIVISION.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

Order No. 07-01-0124-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT ONE (1) OF SHALIMAR GARDENS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 29, OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 1/64TH INTEREST IN AND TO THE COMMON AREA AS SET FORTH IN THIS CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON OCTOBER 24 ,1983, AS DOCUMENT NO. 1782465 OF OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DECROBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00°42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89°57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°57'34" WE4ST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00°42'34" EAST, (00°41'40" M) A DISTANCE OF 591.00 FEET, THENCE SOUTH 89°57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00°42'34" WEST (00°41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

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.

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 Alpha Omega Strategies	
Address 4908 Carmen Blvd Las Vegas, NV 89108	
Telephone (702) 592-1990	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement: Disposition and Development Agreement	
RFP #:	

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.	Michael J. McDonald President – Alpha Omega Strategies	4908 Carmen Blvd Las Vegas, NV 89108	702-592-1990
2.	Richard L. Henry Vice President – Alpha Omega Strategies	4908 Carmen Blvd Las Vegas, NV 89108	702-592-1990
3.	Bruce Bayne	851 S. Rampart, Suite 220 Las Vegas, NV 89145	702-933-1111
4.	Matthew Rexroad Metro Development Group, LLC	8100 W. Sahara Avenue Suite 200 Las Vegas, NV 89117	702-251-9214
5.			
6.			

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: ___________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Bruce Bayne

B.

Name

6/6/07

Date

Subscribed and sworn to before me this 6 day of

June, 2007.

Lisa M. Antuna

Notary Public

LISA M. ANTUNA
Notary Public, State of Nevada
Appointment No. 01-68017-1
My Appt. Expires Mar 13, 2009

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: ____________________

Date of Attached Document: 6-6-07 Number of Pages: ________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Michael J. McDonald

[signature]

Name

06-06-07

Date

Subscribed and sworn to before me this 6 day of

June, 2007.

Lisa M. Antuna

Notary Public

LISA M. ANTUNA
Notary Public, State of Nevada
Appointment No. 01-68017-1
My Appt. Expires Mar 13, 2009

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Richard L. Henry

[signature]

Name

6-6-07

Date

Subscribed and sworn to before me this 6 day of

June, 2007.

Lisa M. Antuna

Notary Public

LISA M. ANTUNA
Notary Public, State of Nevada
Appointment No. 01-68017-1
My Appt. Expires Mar 13, 2009

"EXHIBIT C"

Employment Plan

EMPLOYMENT PLAN FOR
ALPHA OMEGA STRATEGIES INC.
FOR THE ___________

This Employment Plan of Alpha Omega Strategies, Inc., is prepared for its___________ project (the "Project") in accordance with § 279.482(2) of the Nevada Revised Statutes ("NRS") and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") adopted June 6, 2001. This Employment Plan, which shall become effective as of the date an amendment to the Agreement (as defined below) substituting this Plan as Attachment "C" to the Agreement has been approved by the City Council of the City of Las Vegas and the City of Las Vegas Redevelopment Agency ("RDA"), (the "Effective Date"), outlines the steps to be taken by Alpha Omega Strategies 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 EMPLOYMENT PLAN

This Employment Plan shall apply during the construction phase of the Project.

Description of the Facilities to be Constructed. The facilities to be constructed by Alpha Omega Strategies will consist of a complex of buildings. Please see Section 1. (a.) of that certain Disposition and Development Agreement dated ________________ by and between Alpha Omega Strategies and the City of Las Vegas Redevelopment Agency and the City of Las Vegas (the "Agreement") for a complete description of the facilities constituting the Project.

1. Contracts for Construction of the Project. Alpha Omega Strategies will promote the utilization of women, minority, disabled, and veteran-owned business enterprises for the construction of the Project, as discussed more fully in Section 3 below.

2. Alpha Omega Strategies shall provide the Agency with a list and the amounts of all contracts to be let for the construction phase of the Project after the Effective Date. Alpha Omega Strategies, through its construction manager, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, and veterans ("MWDV") business firms. Bid documents for such contracts will then be completed and disseminated, using the City's Minority Vendors Directory, as described below.

3. Manner of Involving MWDV Businesses. Alpha Omega Strategies hereby certifies that, for the construction of the Project, it shall 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 Agency.

In addition to the above, Alpha Omega Strategies will 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) Contact and coordinate with the City's Minority Business Officer and City of Las Vegas Redevelopment Agency (the "Redevelopment Agency") representatives to obtain lists and information concerning the City's certified 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 that will comply with Chapter 332 of the NRS;

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

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

(g) Pursuant to the terms of the Employment Plan, Alpha Omega Strategies will submit quarterly reports to the Redevelopment Agency for the period through recordation of the final Certificate of Completion for construction of the Project, demonstrating its compliance with the requirements of the Employment Plan, Alpha Omega Strategies shall also send copies of the quarterly reports to the State of Nevada Legislative Counsel Bureau, and to the Office of the City Clerk who shall keep these copies on file. Alpha

Omega Strategies shall not charge for copies of the reports. The first report shall be distributed upon the Effective Date;

(h) Alpha Omega Strategies will provide and dedicate a public announcement board in a public area of the Project; and

(i) Alpha Omega Strategies shall 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. Alpha Omega Strategies shall encourage joint ventures with MWDV owned business firms.

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2009

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED