

**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 APNs 138-25-515-001, 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 contract 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 1, 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

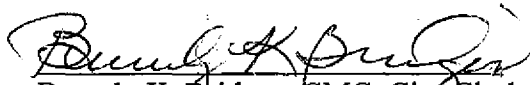
(xx) any gains or income withdrawn or made by the Buyer from the Property or the improvements thereon; and less

(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.

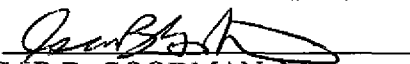
10. Except as hereinabove set forth, all other sections of the DDA shall remain in full force and effect through out the term of the agreement.

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

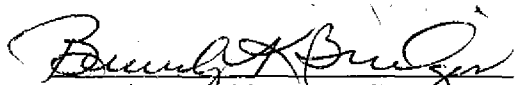
ATTEST:


Beverly K. Bridges, CMC, City Clerk

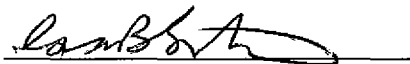
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


Beverly K. Bridges, CMC, Secretary

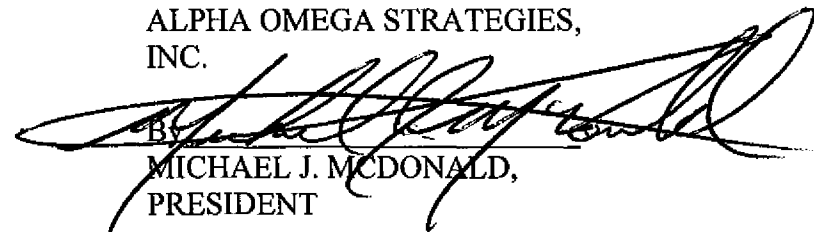
CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairman

APPROVED AS TO FORM:

 7/2/08
Deputy City Attorney/Agency Attorney

ALPHA OMEGA STRATEGIES,
INC.

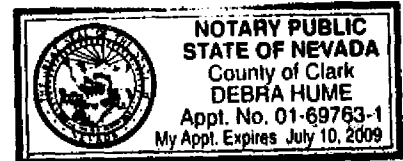

MICHAEL J. McDONALD,
PRESIDENT

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



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

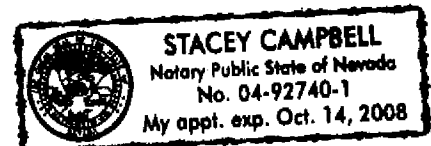


EXHIBIT "A" **Site Plan and Legal Description**

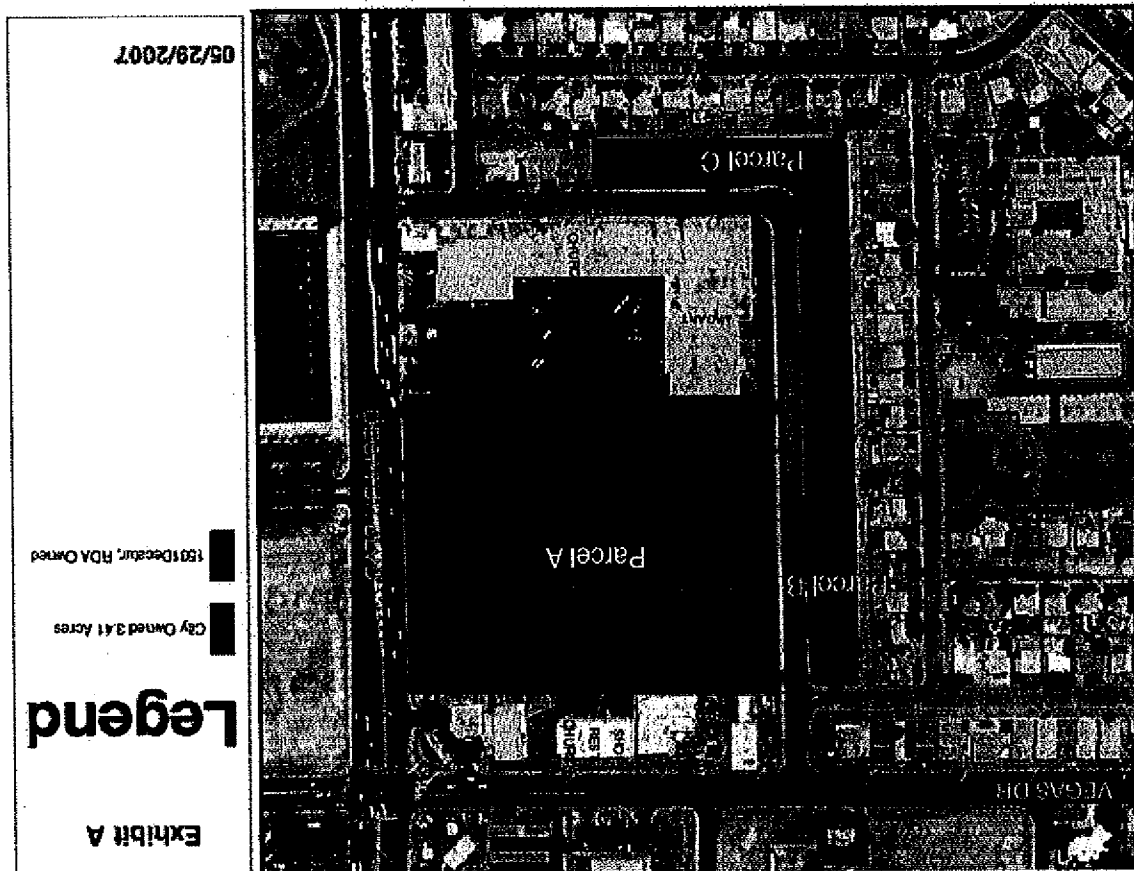


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

**UNIT NO. ONE (1) AS THE SAME IS ESTABLISHED AND IDENTIFIED IN THE
SUBDIVISION MAP FOR CONDOMINIUM PROPOSED 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.**

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"

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 80' 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 split 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)
)
County of Clark) :ss

 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 AGENCY

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: _____