

**FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("First Amendment") is entered into as of the 30th day of April, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and CHURCHILL SECURITY INVESTMENTS, LLC, a Nevada limited liability company, duly formed and organized in the State of Nevada ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, the parties have entered into that certain Disposition and Development Agreement dated February 3, 2010 ("DDA") whereby Developer is undertaking a feasibility analysis for the acquisition of approximately 40,000 square feet (.92 acres), for development of a 4,195 square foot neighborhood retail bank ("Project"), as more fully described in the DDA on a parcel of property located within the real estate development owned by the City and known as Las Vegas Enterprise Park;

WHEREAS, the DDA has an initial Feasibility Review Period which expires on April 30, 2010;

WHEREAS, the parties desire to enter into this First Amendment in order to grant Developer an extension of time and to set out the terms and conditions of the extension of the Term set forth in the Revised Schedule of Performance herein attached as "Exhibit A";

NOW, THEREFORE, the parties do hereby agree to amend the DDA as follows:

1. This First Amendment shall be effective upon its full execution by both parties.
2. The City agrees to extend the Term of the Feasibility Review Period ninety (90) days, through and including July 29, 2010.
3. The City and Developer agree the Project will be built in conformance with the Revised Schedule of Performance.
4. Except as modified by this First Amendment, the DDA remains in full force and effect in all respects.
5. This First Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same First Amendment. Delivery of this First Amendment may be accomplished by facsimile

transmission of this First Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF LAS VEGAS

CHURCHILL SECURITY
INVESTMENTS, LLC


By: FOR ELIZABETH FRETWELL
ELIZABETH N. FRETWELL
City Manager

By: _____
HANK GORDON
Trustee

ATTEST:


BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

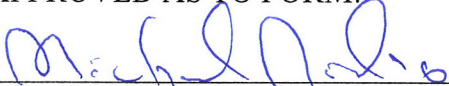

Date 4-19-10

EXHIBIT A
TO
FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

REVISED SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of the Disposition and Development Agreement.	Not later than ten (10) calendar days from City Council approval of the Disposition and Development Agreement.
The Parties shall execute and deliver two exact copies of the First Amendment.	Not later than ten (10) calendar days from execution of the First Amendment.
The Parties shall execute and deliver two exact copies of this Second Amendment.	Not later than ten (10) calendar days from execution of this Second Amendment
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened escrow with First American Title Company, 10655 Park Run Dr., Ste. 140, Las Vegas, NV 89144
Payment of escrow deposit.	Escrow deposited 2/8/10.
Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Title Report delivered 2/11/10.
Approval of Title Report.	Title Report approved 3/4/10.
Expiration of Feasibility Review Period.	October 27, 2010.
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than sixty (60) calendar days from the Effective Date of this Second Amendment.
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than ninety (90) calendar days from the Effective Date of this Second Amendment.
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date of this Second Amendment.
Submission of Developer's evidence of financing the Project pursuant to Section 6 of DDA.	Ten (10) days prior to closing.
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval.
Issuance of City and other governmental permits	Not later than start of construction or within six (6)

necessary to commence construction.	months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.
Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction
Balance of Purchase Price by Developer.	At Closing.
Execution by Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site Closing and conveyance	On or before December 30, 2010
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing, or (ii) issuance of City and other governmental permits necessary to commence construction.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than twelve (12) calendar months following commencement of construction.
Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.



**SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("Second Amendment") is entered into as of the 16 day of July, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and CHURCHILL SECURITY INVESTMENTS, LLC, a Nevada limited liability company, duly formed and organized in the State of Nevada ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties." All capitalized terms contained herein which are not defined herein shall have the same meaning as set forth in the DDA (defined below).

WHEREAS, the parties have entered into that certain Disposition and Development Agreement dated February 3, 2010 ("DDA") whereby Developer is undertaking a feasibility analysis for the acquisition of approximately 40,000 square feet (.92 acres), for development of a 4,195 square foot neighborhood retail bank ("Project"), as more fully described in the DDA on a parcel of property located within the real estate development owned by the City and known as Las Vegas Enterprise Park;

WHEREAS, the parties entered into a First Amendment to the Disposition and Development Agreement ("First Amendment") on April 30, 2010, in order to grant Developer an extension of time and to set out the terms and conditions of the extension of the Term;

WHEREAS, the First Amendment has a Feasibility Review Period which expires on July 29, 2010;

WHEREAS, the parties desire to enter into this Second Amendment in order to grant Developer an additional extension of time and to set out the terms and conditions of the extension of the Term set forth in the Revised Schedule of Performance herein attached as "Exhibit A";

NOW, THEREFORE, the parties do hereby agree to amend the DDA and First Amendment as follows:

1. This Second Amendment shall be effective upon its full execution by both parties.
2. The City agrees to extend the Term of the Feasibility Review Period ninety (90) days, through and including October 27, 2010 and the Closing date through and including December 30, 2010.

3. The City and Developer agree the Project will be built in conformance with the Revised Schedule of Performance.

4. Except as modified by this Second Amendment, the DDA and First Amendment remains in full force and effect in all respects.

5. This Second Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Second Amendment. Delivery of this Second Amendment may be accomplished by facsimile transmission of this Second Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF LAS VEGAS

CHURCHILL SECURITY
INVESTMENTS, LLC

By: Elizabeth N. Fretwell
ELIZABETH N. FRETWELL
City Manager

By: Hank Gordon
HANK GORDON
Trustee

ATTEST:

Beverly K. Bridges
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

M. D. L. ESQ
Date 7-12-10

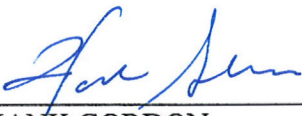
transmission of this First Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF LAS VEGAS

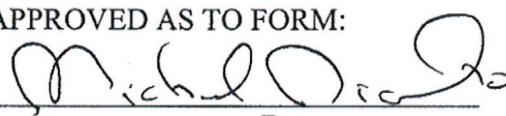
CHURCHILL SECURITY
INVESTMENTS, LLC

By: _____
ELIZABETH N. FRETWELL
City Manager

By:  _____
HANK GORDON
Trustee

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:


Date 4-19-10

EXHIBIT A
TO
FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

REVISED SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of this Agreement.	Not later than ten (10) calendar days from City Council approval of this Agreement.
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened escrow with First American Title Company, 10655 Park Run Dr., Ste. 140, Las Vegas, NV 89144
Payment of escrow deposit.	Escrow deposited 2/8/10.
Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Title Report delivered 2/11/10.
Approval of Title Report.	Title Report approved 3/4/10.
Expiration of Feasibility Review Period.	July 30, 2010.
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than sixty (60) calendar days from the Effective Date of this First Amendment.
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than ninety (90) calendar days from the Effective Date of this First Amendment.
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date of this First Amendment.
Submission of Developer's evidence of financing the Project pursuant to Section 6 of DDA.	Ten (10) days prior to closing.
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval.
Issuance of City and other governmental permits necessary to commence construction.	Not later than start of construction or within six (6) months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.
Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction

Balance of Purchase Price by Developer.	At Closing.
Execution by Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site Closing and conveyance	On or before September 30, 2010
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing, or (ii) issuance of City and other governmental permits necessary to commence construction.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than twelve (12) calendar months following commencement of construction.
Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.

**THIRD AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("Third Amendment") is entered into as of the 27th day of OCTOBER, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and CHURCHILL SECURITY INVESTMENTS, LLC, a Nevada limited liability company, duly formed and organized in the State of Nevada ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties." All capitalized terms contained herein which are not defined herein shall have the same meaning as set forth in the DDA (defined below).

WHEREAS, the parties have entered into that certain Disposition and Development Agreement dated February 3, 2010 ("DDA") whereby Developer is undertaking a feasibility analysis for the acquisition of approximately 40,000 square feet (.92 acres), for development of a 4,195 square foot neighborhood retail bank ("Project"), as more fully described in the DDA on a parcel of property located within the real estate development owned by the City and known as Las Vegas Enterprise Park;

WHEREAS, the parties entered into a First Amendment to the Disposition and Development Agreement ("First Amendment") on April 30, 2010, in order to grant Developer an extension of time and to set out the terms and conditions of the extension of the Term;

WHEREAS, the First Amendment has a Feasibility Review Period which expires on July 29, 2010;

WHEREAS, the parties entered into a Second Amendment to the Disposition and Development Agreement ("Second Amendment") on July 16, 2010 in order to grant Developer an additional extension of time and to set out the terms and conditions of the extension of the Term;

WHEREAS, the Second Amendment has a Feasibility Review Period which expires on October 27, 2010;

WHEREAS, the parties desire to enter into this Third Amendment in order to grant Developer an additional extension of time and to set out the terms and conditions of the extension of the Term set forth in the Revised Schedule of Performance herein attached as "Exhibit A" to this Third Amendment;

NOW, THEREFORE, the parties do hereby agree to amend the DDA, First Amendment and Second Amendment as follows:

1. This Third Amendment shall be effective upon its full execution by both parties.
2. The City agrees to extend the Term of the Feasibility Review Period one hundred eighty (180) days, through and including April 25, 2011 and the Closing date through and including June 29, 2011.
3. The City and Developer agree the Project will be built in conformance with the Revised Schedule of Performance attached to this Third Amendment as Exhibit "A".
4. Except as modified by this Third Amendment, the DDA, First Amendment and Second Amendment remains in full force and effect in all respects.
5. This Third Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Third Amendment. Delivery of this Third Amendment may be accomplished by facsimile transmission of this Third Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Third Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first above written which shall be the effective date of this Third Amendment.

CITY OF LAS VEGAS

CHURCHILL SECURITY
INVESTMENTS, LLC

By: 
ELIZABETH N. FRETWELL
City Manager

By: _____
HANK GORDON
Trustee

ATTEST:


BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

 10/14/10
Date

NOW, THEREFORE, the parties do hereby agree to amend the DDA, First Amendment and Second Amendment as follows:

1. This Third Amendment shall be effective upon its full execution by both parties.
2. The City agrees to extend the Term of the Feasibility Review Period one hundred eighty (180) days, through and including April 25, 2011 and the Closing date through and including June 29, 2011.
3. The City and Developer agree the Project will be built in conformance with the Revised Schedule of Performance attached to this Third Amendment as Exhibit "A".
4. Except as modified by this Third Amendment, the DDA, First Amendment and Second Amendment remains in full force and effect in all respects.
5. This Third Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Third Amendment. Delivery of this Third Amendment may be accomplished by facsimile transmission of this Third Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Third Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first above written which shall be the effective date of this Third Amendment.

CITY OF LAS VEGAS

CHURCHILL SECURITY
INVESTMENTS, LLC

By: _____
ELIZABETH N. FRETWELL
City Manager

By:  _____
HANK GORDON
Trustee

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

 _____
Date 10/14/10

EXHIBIT A
TO
THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

REVISED SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of the Disposition and Development Agreement.	Not later than ten (10) calendar days from City Council approval of the Disposition and Development Agreement.
The Parties shall execute and deliver two exact copies of the First Amendment.	Not later than ten (10) calendar days from execution of the First Amendment.
The Parties shall execute and deliver two exact copies of the Second Amendment.	Not later than ten (10) calendar days from execution of the Second Amendment
The Parties shall execute and deliver two exact copies of this Third Amendment.	Not later than ten (10) calendar days from execution of this Third Amendment
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened escrow with First American Title Company, 10655 Park Run Dr., Ste. 140, Las Vegas, NV 89144
Payment of escrow deposit.	Escrow deposited 2/8/10.
Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Title Report delivered 2/11/10.
Approval of Title Report.	Title Report approved 3/4/10.
Expiration of Feasibility Review Period.	April 25, 2011.
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than sixty (60) calendar days from the Effective Date of the Third Amendment.
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than ninety (90) calendar days from the Effective Date of the Third Amendment.
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date of the Third Amendment.
Submission of Developer's evidence of financing the Project pursuant to Section 6 of DDA.	Ten (10) days prior to closing.

Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval.
Issuance of City and other governmental permits necessary to commence construction.	Not later than start of construction or within six (6) months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.
Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction
Balance of Purchase Price by Developer.	At Closing.
Execution by Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site Closing and conveyance	On or before June 29, 2011
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing, or (ii) issuance of City and other governmental permits necessary to commence construction.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than twelve (12) calendar months following commencement of construction.
Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.