

OFFICE LICENSE USE AGREEMENT

THIS OFFICE LICENSE USE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2010 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the National Association for the Advancement of Colored People, a New York non-profit corporation ("NAACP"). City and NAACP are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City desires to license the NAACP certain real property as described herein for the NAACP's use to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination under the terms, conditions, and covenants hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

1. PREMISES

In consideration of the rents, covenants and agreements contained herein, the City licenses to NAACP, and NAACP licenses from the City certain commercial space comprising of approximately 1,280 square feet located at 1052 West Owens Avenue and approximately 1,600 square feet located at 1048 West Owens Ave (collectively "Premises") located in the City of Las Vegas, County of Clark, State of Nevada in Nucleus Plaza Shopping Center ("Shopping Center"), detailed on Exhibit "A" attached hereto and incorporated herein by this reference.

2. TERM

2.1. Commencement Date. The Commencement Date for this Lease Agreement shall be the 1st day of October, 2010.

2.2 Length of Term. The Term of this License shall be for two (2) years beginning on the Commencement Date. Upon request by the NAACP and upon subsequent approval of the Las Vegas City Council, this Agreement may be renewed for three (3) additional options of two (2) years each. This Agreement may be terminated with or without cause by either Party providing the other Party (ninety) 90-day advance written notice of its intent to terminate this Agreement. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 90 day notification period ends. By way of example, if notification is provided on the 5th day of July, the Agreement terminates on October 31st of that same year.

3. RENT

3.1 NAACP agrees to pay to the City's, without prior demand therefore and without any deduction or set off whatsoever, except as provided herein, a License Fee of Five Hundred Dollars and No Cents (\$500.00) per month through the Term of the License.

4. CHANGE TO THE SHOPPING CENTER

The City hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional commercial space, in or on the building in which the Premises are contained, anywhere in the Shopping Center. The City may, but is not obligated, to provide written notice of any changes, alterations or additions, to the NAACP 30 days prior to any such changes, alterations or additions.

5. USE

NAACP shall use the Premises solely for the purpose of conducting its business, which is to ensure the political, education, social, and economic equality of rights of all persons and related services. NAACP shall not use or permit the Premises to be used for any other purpose or purposes without prior written consent of the City.

6. CONTINUOUS OPERATION

NAACP covenants to operate its business at the Premises continuously during the entire term of this Lease. NAACP shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. NAACP shall conduct its business on the Premises during the regular customary days and hours of such type of business in the city or trade area in which the Shopping Center is located, and may conduct such business on any other days or times it deems appropriate.

7. LAWS, WASTER, NUISANCE

NAACP covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

8. SIGNS, AWNINGS, AND CANOPIES

8.1. NAACP shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Shopping Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining the City's written approval. NAACP further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising material, or other things as may be approved in good condition and repair at all times. The City may, at NAACP's cost, remove any item erected in violation of this Section.

8.2. Uniform Signs. The City shall have the right to compel NAACP to purchase or lease, a facia sign for the front of NAACP's premises. Said sign shall be consistent with other signs in the Shopping Center. The City shall have the sole right to designate the style of said sign, materials for construction of said sign and the style and manner of lettering and lighting of said sign.

9. MAINTENANCE

The City agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of NAACP, or any of its or their invites. NAACP agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. The City agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to NAACP. NAACP agrees to the day-to-day maintenance including janitorial services at NAACP's expense.

10. ALTERATIONS

10.1. NAACP Alterations and Improvement. NAACP shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the store front, without first obtaining the City's written approval. NAACP shall present to the City plans and specifications for such work at the time approval is sought. In the event the City consents to the making of any alterations, additions, or improvements to the Premises by NAACP, the same shall be made by NAACP at NAACP's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, NAACP shall have the same performed in such a manner as not to obstruct access to any portion of the Shopping Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless the City otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of NAACP's acts or omissions or because of a claim against NAACP, NAACP shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by City.

12. UTILITIES

The City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center unless occasioned by the City's acts or omissions. NAACP agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by NAACP shall require additional utility facilities, the same shall be installed at NAACP's expense in accordance with plans and specifications to be approved in writing by the City, NAACP shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services. Should the City elect to supply any utility services, NAACP agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility furnishing the same.

13. COMMON AREAS

13. 1. Revocable License. All common areas in the Shopping Center which NAACP may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, the City shall not be subject to any liability nor shall NAACP be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Shopping Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by NAACPs, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. The City shall operate and maintain the common areas in such manner as the City in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

14. ASSIGNMENT

14.1. Assignment Prohibited. NAACP shall not transfer, assign, mortgage, or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than NAACP, or sublet the Premises, or any part thereof, without the prior written consent of the City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Agreement from NAACP by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. In the event that NAACP hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

14.2. Consent Required. Any assignment or subletting without the City's consent shall be void, and shall constitute a default hereunder which, at the option of the City, shall result in the termination of this Agreement or exercise of the City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through NAACP.

14.3. City's Right in Event of Assignment. If this Agreement is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than NAACP, the City may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the NAACP hereunder or a release of NAACP from the further performance of all of the covenants and obligations of NAACP herein contained. In the event that the City shall consent to a sublease or assignment hereunder, NAACP shall pay to City reasonable fees, not to

exceed \$250.00, incurred in connection with processing documents necessary to the giving of such consent.

15. INDEMNITY

15.1 NAACP shall indemnify the City and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by NAACP of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of NAACP, its agents, contractors, employees, invitees, licensees, or concessionaires.

15.2 The City shall not be responsible or liable at any time for any loss or damage to NAACP's merchandise, equipment, fixtures, or other personal property or to NAACP's business, including any loss or damage to either the person or property of NAACP that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

15.3 NAACP shall give prompt notice to the City in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

15.4 In case City shall without fault on its part be made a party to any litigation commenced by or against NAACP, then NAACP shall protect and hold City harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15.5 In case NAACP shall without fault on its part be made a party to any litigation commenced by or against the City, then City shall protect and hold NAACP harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

16. INSURANCE

16.1. At all times during its occupancy of the Premises, NAACP shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million Dollars and No Cents (\$1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents (\$2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents (\$1,000,000.00). NAACP shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, NAACP shall submit to City a certificate of insurance which evidences the above required coverages and names City as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the City and NAACP. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to City. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to City.

\\
\\

17. DESTRUCTION

17.1. City's Remedies. If the Premises shall be partially damaged by any casualty insured against under City's insurance policy, City shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered unacceptable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly unacceptable, or (b) the Premises should be damaged as a result of a risk which is not covered by City's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of the City be operated as an integral unit, then and in any such events, the City may either elect to repair the damage or may cancel this Agreement by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Agreement shall expire and NAACP shall vacate and surrender the Premises to the City. NAACP's liability for rent upon the termination of this Agreement shall cease as of the date following the City's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of NAACP or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Agreement is terminated by the City or NAACP, NAACP shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

17.2. NAACP's Remedies. The NAACP may, notwithstanding the foregoing, terminate this Agreement effective immediately on the date of written notice to the City in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to the City in the event of one or more of the occurrences in items 18. 1(b) and (c). If NAACP shall terminate this Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to City or perform any other term and condition of said Agreement other than remove its personal property in accordance with the terms herein upon the effective date of the written notice of termination. NAACP shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Agreement.

18. CONDEMNATION

18.1. Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceeding, then this Agreement shall cease and terminate as of the date of title vesting in such proceeding.

18.2. Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of NAACP (except for the amount of floor space), then this Agreement shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of NAACP, then this Agreement shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and the City shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by the City in originally constructing said building, nor shall the City in any event be required to expend for such work an amount in excess of the amount received by the City as damages for the part of the Premises so taken.

“Amount received by the City” shall mean that part of the award in condemnation, which is free and clear to the City of any collection by mortgage lenders for the value of the diminished fee.

18.3. City's Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, the City or NAACP, by written notice, terminate this Agreement. If this Agreement is terminated as provided in this subsection, rent shall be paid up to the date that possession is taken by public authority and the City shall make an equitable refund of any rent paid by NAACP in advance.

18.4. NAACP shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although NAACP shall have the right, to the extent that the same shall not reduce the City's award, to claim from the condemnor, but not from the City, such compensation as may be recoverable by NAACP in its own right for damages to NAACP's business and fixtures.

18.5. Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi- public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

19. EVENTS OF DEFAULT REMEDIES

19.1. Default by NAACP. Upon the occurrence of any of the following events, the City shall have the remedies set forth in Section 19.2:

(A) NAACP fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) NAACP fails to perform any other term, condition or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to NAACP by the City.

(C) NAACP or its agent shall falsify any report required to be furnished to the City hereunder.

(D) NAACP shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or NAACP petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) NAACP violates either Section 6 or Section 15.

19.2. Remedies. Upon the occurrence of the events set forth in Section 19.1, the City shall have the option to take any or all of the following actions, without further notice or demand of any kind to NAACP or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, NAACP, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such

reentry of taking possession of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given by the City to NAACP. No such action by the City shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of NAACP required to be kept or performed.

(C) Terminate this Agreement by written notice to NAACP. In the event of such termination, NAACP agrees to immediately surrender possession of the Premises. Should the City terminate this Agreement, it may recover from NAACP all damages it may incur by reason of NAACP's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from NAACP to the City.

(D) Should the City reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Agreement, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon such other terms and conditions as the City in its sole discretion may deem advisable. Upon each such reletting all rentals received by the City from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from NAACP to the City; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by NAACP hereunder, NAACP shall pay any such deficiency to the City. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to NAACP pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, the City may at any time thereafter elect to terminate this Agreement for such previous breach. The remedies given to the City in this Section 19 shall be in addition and supplemental to all other rights or remedies which the City may have under laws then in force.

20. ACCESS TO PREMISES

The City shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. The City shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to NAACP to inspect or to exhibit the same to prospective purchasers, mortgagees, NAACPs, and lessees, and to make such repairs, additions, alterations or improvements as the City may deem desirable. The City shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of NAACP in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of NAACP's business or otherwise, and NAACP shall have no claim for damages, provided The City shall perform the labor required during non-business hours of the NAACP unless there exists a state of emergency affecting the health and safety of those NAACPs and persons in other portions of the Shopping Center that necessitates immediate corrective action.

21. CONTRACTOR

With respect to each of the City's obligations under any provision of this Agreement concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) By the City's arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at the City's option, be a corporation or other entity directly or indirectly affiliated with or controlled by the City); and/or, at the City's option, (ii) If at the time the City is required to fulfill such obligation it is the holder of a license authorizing it to act as a contractor within such State, by the City's participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permit required for creation or reconstruction of the Premises, the building containing the same, or other improvements in the Shopping Center shall be obtained by the City's contractor(s) or, if the City acts as such, by the City itself

22. ATTORNMENT

In the event of the sale or assignment of the City's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by the City covering the Premises, NAACP shall attorn to the assignee or purchaser and recognize such purchaser as the City under this Agreement.

23. QUIET ENJOYMENT

NAACP, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

24. SURRENDER OF PREMISES

At the expiration of this Agreement, NAACP shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Agreement, reasonable wear and tear excepted, and shall deliver all keys to the City. Before surrendering the Premises, NAACP shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by NAACP as may be specified for removal by the City, and shall repair any damage caused by such property or the removal thereof. If NAACP fails to remove its personal property and fixtures upon the expiration of this Agreement, the same shall be deemed abandoned and shall become the property of the City.

25. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either the City or the NAACP institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

///
///
///
///

The City of Las Vegas is in receipt of your letter dated June 23, 2010 requesting additional information in support of the City's claim. The City offers the following information to assist you in evaluation of your claim.

The original Off-Site Improvement Agreement is attached for your reference. Coke Maggie LLC chose to provide a performance bond in order to secure the performance of the terms of the Agreement. The Agreement binds the Bond Principal to complete the improvements subject to the terms of the Agreement. The Agreement is in default pursuant to Paragraph 10 of the Agreement and the City is exercising its right to seek completion of the improvements by CBIC.

The bankruptcy of Coke Maggie LLC does not relieve CBIC of its obligation to complete the improvements pursuant to Agreement. In order to get the improvements completed, the City has attempted to coordinate the completion of the improvements with subsequent owners of the development. However, the subsequent owners have been unable and/or unwilling to execute an Assumption Agreement to assume the performance obligations.

Specifically, the correspondence from TCM Law suggests that the improvements are "95% complete" and that "American Asphalt was paid 100% to complete this work." The City has never accepted the improvements, and several outstanding items remain to be completed prior to final acceptance by the City. Our Off-Site Inspection and Testing staff are able to meet with you to identify improvements that need to be complete prior to final acceptance by the City.

Please do not hesitate to call me at 702 229-6629 should you have any additional questions.

27.7. Broker's Commissions. NAACP represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Agreement, and agrees to indemnify City against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

27.8. Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by NAACP shall be construed to be both a covenant and a condition, and if there shall be more than one NAACP, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by the City of the Shopping Center, the Premises, or this Agreement, the City shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to the City's successor in interest.

27.9. Entire Agreement, Etc. This Agreement and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Agreement are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Agreement and constitutes consideration given to the City to enter into this Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon the City or NAACP unless reduced to writing and signed. Submission of this Agreement for examination does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by the City to NAACP. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Agreement, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Agreement contains no restrictive covenants or exclusives in favor of NAACP. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

28. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, NAACP warrants that it has disclosed on the form attached as Exhibit "B", all principals and partners of the NAACP, as well as all persons and entities holding more than a one percent (1%) interest in the NAACP, or any principal of the NAACP. Throughout the term hereof, the NAACP, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

29. AUTHORITY OF SIGNATORIES

Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Agreement is binding upon said entity in accordance with its terms.

30. COUNTERPARTS/ELECTRONIC DELIVERY

This Use Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be

appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

31. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

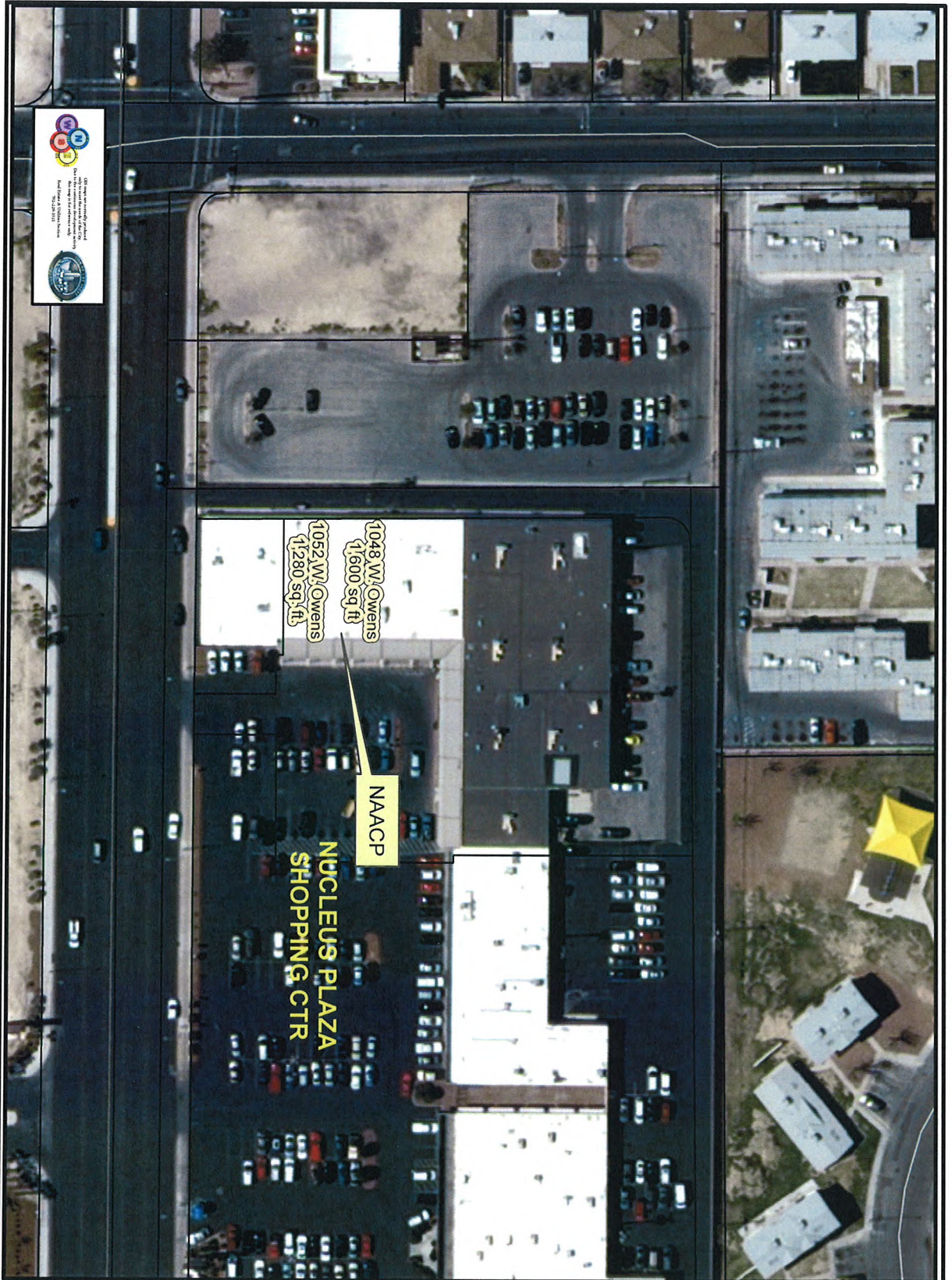
By: _____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

By: John S. Ridilla 8/27/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

NAACP
By: _____
Name: Frank Hawkins
Title: President LV Branch 1111



SITE MAP

NAACP
Proposed Use



Prepared by the City of Las Vegas
John D. Smith
7/16/10

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors of the National Association for the Advancement of Colored People and all persons and entities holding more than 1% interest in National Association for the Advancement of Colored People are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Frank Hawkins</u>	<u>2009 Alta Dr.</u>	<u>638-1300</u>
2. <u>Ida Gaines</u>	<u>3731 My Way</u>	<u></u>
3. <u>Samesha Ramadan</u>	<u>5601 Indian Ridge Dr.</u>	<u>275-7375</u>
4. <u>Doris Woods</u>	<u>205 E. Harmon Ave #808</u>	<u>219-5545</u>
5. <u></u>	<u></u>	<u></u>
6. <u></u>	<u></u>	<u></u>
7. <u></u>	<u></u>	<u></u>
8. <u></u>	<u></u>	<u></u>
9. <u></u>	<u></u>	<u></u>
10. <u></u>	<u></u>	<u></u>

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

National Association for the Advancement of
Colored People
a Non-Profit organization

By: [Signature]
Its: President LV Branch 1111

Subscribed and sworn to before me this
1 day of Sept, 2010.

[Signature: Sharon Bullock]
Notary Public

