

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("ENA" or "Agreement") is entered into this 2nd day of February, 2011, by and between the City of Las Vegas, a Nevada municipal corporation (hereinafter "City") and Nevada Health Centers, Inc., a Nevada private non-profit community health center (hereinafter "NVHC"), on the terms and provisions set forth below.

RECITALS

WHEREAS, the CITY owns real property located at Stella Lake St. and Mount Mariah Dr., know as APN: 139-21-313-016 and referred to as the "Site" or "Property" for the purposes of this Agreement; and

WHEREAS, the CITY desires the disposition of a two plus acre parcel at the Site for the purpose of economic development; and

WHEREAS, the Developer wishes to acquire the Site for the purpose of the real estate development for the construction of a new community health center serving the needs of the patients in the city of Las Vegas; and

WHEREAS, the CITY and Developer desire to enter into negotiations concerning the Developer's plans for the development of the Site with the intent that at the conclusion of the Negotiation Period, as defined below, an affiliate of developer enter into a "Disposition and Development Agreement ("DDA") for the Site.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Scope of Development

A. Medical Office Development

The Developer will agree to study and conduct due diligence (and present, or make available to the Agency for its review and inspection, results of its studies that are not deemed confidential by the Developer) regarding design, cost, operational structure of and constructability of a medical office building on the Site.

B. Deal Terms

The City and the Developer commit to negotiate terms of the land purchase price for the Site, which land purchase price shall comply with applicable Nevada law. The City and the Developer must agree to a mutually acceptable schedule of performance for development of the Site, which shall be incorporated into the DDA for the Site.

2. Negotiations

A. Good Faith Negotiations

The City and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Disposition and Development Agreement for the Site. All terms and conditions of the DDA will be defined and negotiated in good faith by the City and the Developer during the entire Negotiation Period. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding the sale, disposition and/or development of the Site. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding the ownership, development, operation and management of the Site. The terms and provisions of the DDA shall be acceptable to the City and the Developer in its respective sole subjective discretion.

B. Negotiation Period

The duration of this ENA shall be for a term of One Hundred Eighty (180) days, commencing on the full execution of this ENA (hereinafter "Negotiation Period"). The Negotiation Period may be extended for an additional Ninety (90) days ("Extension") in the event that progress towards the finalization of the DDA for the Site is being made. This Extension would require written mutual agreement by the City Council and the authorized representative of the Developer, which shall be executed no later than thirty (30) days prior to the expiration of the initial 180 day term. If upon expiration of the Negotiation Period (as same may have been extended), Developer and the City have not reached mutual agreement as to the scope, conceptual plan, and business terms for acquisition of the Site, then this Agreement shall automatically terminate. If the Parties have not reached agreement on the above points, and both parties mutually agree to extend this Negotiation Period, this ENA will need to be amended which will be subject to the Las Vegas City Council approval, the term of any extension will be negotiated at that point in time.

C. Tasks to be performed by Developer during the Negotiation Period

i. Master Plan for Site.

The Developer, at Developer's expense, shall complete and provide to the City, or make available for review and inspection by the City, a master plan consisting of site plans (showing proposed programming) and renderings for development of the Site within four (4) months of the date of this ENA.

ii. Within six (6) months of the date of this ENA, the Developer shall provide to the City, or make available for review by the City, the following:

- a) A schedule of performance for the Site;
- b) A schedule and scope for design, permitting, construction, and completion of improvements on the Site; and

- c) A plan for equity and/or debt financing for the development of the Site.

iii. Developer shall complete all necessary due diligence on the Site prior to the execution of the DDA. This due diligence will be at the Developer's sole expense.

3. Development Concept

A. Completion of Development Program

The negotiations hereunder shall be based on a development program encompassing the entire Site. The development will consist of a medical office development to include sufficient parking and twenty-eight (28) parking spaces for the use of employees and clients of Foundation for an Independent Tomorrow ("FIT" located at 1931 Stella Lake Street, Las Vegas, NV 89106).

B. Developer's Findings, Determinations, Studies and Reports

The Developer shall keep the City reasonably informed of its progress in developing the scope of development. Upon reasonable notice, as requested by the City, Developer agrees to make oral progress reports advising the City on the status of the development plan, all matters and all studies being made by Developer. The work product produced by Developer constitutes the property and assets of Developer.

4. Developer

A. Nature of Developer

Developer is Nevada Health Centers, Inc., a Nevada private non-profit community health center. If Developer chooses to form a partnership or limited liability company in the future and they wish to assign the rights of this ENA to this new entity or partnership, such assignment shall require the prior written approval of the City. The City recognizes that the DDA shall be entered into by an affiliate of Developer.

B. Office of Developer

The principal office of Developer is:

1802 N. Carson St. # 100
Carson City, NV 89701
Phone: (775) 887-1590x 1114
Attention: Thomas G. Chase

C. Full Disclosure of Principals

Developer is required to make full disclosure to City of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of Developer is subject to the approval of City; such approval shall not be unreasonably withheld.

Pursuant to Resolution R-4-99 adopted by Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners or members of Nevada Health Centers, Inc., as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same, including any assignee of this ENA and all key employees. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 30 days of any such change, pursuant to Section 12 (Notices).

5. Developer's Financial Capacity

A. Financial Ability

Prior to execution of the DDA, Developer shall submit to City satisfactory evidence of its ability to finance and complete the development, if not already provided pursuant to Section 2.C. above.

B. Construction Financing

Developer's proposed method of obtaining construction financing for the development of the development shall be submitted concurrently with Developer's proposed DDA for the Site to City for approval, if not already provided pursuant to Section 2.C. above.

C. Long-Term Development Financing

Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA for the Site to City for approval, if not already provided pursuant to Section 2.C. above.

D. Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to City of its methods of financing to be used in the development of the Site.

6. Developer's Responsibilities

A. Return of Site to Original Condition

Developer hereby agrees to return the Site to its original condition upon

completion of any investigations requiring access to the Site, as applicable. This includes replacement of any dust palliative which may be disturbed by vehicles and personnel permitted to access the Site.

B. Indemnification and Hold Harmless

Developer will indemnify and hold harmless the City, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in accessing the Site. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the negligence or wrongful acts of the Agency, its officers, employees and/or agents.

7. City's Responsibilities

A. City Assistance and Cooperation

City shall cooperate fully in providing Developer with appropriate information and assistance.

B. RIGHT TO ENTER

AS SET FORTH IN EXHIBIT "D," CITY GIVES DEVELOPER THE RIGHT TO ENTER SITE TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF THE SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

8. Real Estate Commission

The City shall not be liable for any real estate commission or brokerage fees, which may arise here from, unless due to the actions of the City. Developer represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold City harmless from any claim by any broker or finder retained by Developer. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the City agrees to hold the Developer harmless from any claim by any broker or finder retained by the Agency.

9. Limitations of this ENA

By its execution of this ENA, the City is not committing itself to or agreeing to undertake:

- A. The disposition of the Site to Developer; or,
- B. Any other acts or activities requiring the subsequent independent

exercise of discretion by the City or any City department or board thereof.

This ENA does not constitute a disposition of property or exercise of control over property by City. Execution of this ENA by City is merely an ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

By its execution of this ENA, Developer is not committing itself to or agreeing to undertake the acquisition of the Site from the City or to develop anything on the Site.

10. Purchase Price and Earnest Deposit

A. Subject to the requirements of NRS 268.059 to NRS 268.063, the parties agree that the purchase price for the Site is Three Hundred Forty Eight Thousand Four Hundred Eighty Dollars (\$348,480).

B. Developer shall make a refundable earnest deposit ("the Deposit") equal to ten percent (10%) of the purchase equaling Thirty Four Thousand Eight Hundred Forty Eight Dollar (\$34,848). The Deposit shall be deposited in escrow within ten (10) calendar days of the Effective Date for control of the Site during the ENA and possible DDA negotiation period. In the event Developer does not perform their obligations hereunder and this agreement is terminated pursuant to Section 2(c), the Deposit shall be retained by the City as full and final liquidated damages. In the event Developer performs all of its obligations under this Agreement and Parties do not enter into a DDA or this Agreement is terminated by Developer pursuant to Section 2(c), the Deposit shall be returned to the Developer on the later of twenty (20) days after expiration of the Term or termination of this Agreement (as the case may be) or the date that the City is reasonably satisfied that the Developer has complied with Section 2(c) of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 6(b) above, provided, however, that if the City does not notify Developer with twenty (20) days after expiration of the Term or termination of this Agreement (as the case may be) of any unsatisfied obligations pursuant to Section 2(c), the City shall refund the Deposit in full. In the event the Parties enter into a DDA, the Deposit shall be applied to any deposits required by the DDA and shall be nonrefundable except in the event of default by the City.

11. Conflict of Interest

A. An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this ENA, payments under this ENA, or work under this ENA, shall not be directly or indirectly interested personally in this ENA or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this ENA, shall become directly or indirectly interested personally in this ENA or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this ENA.

B. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this ENA.

C. Developer represents and warrants that it has, in accordance with the current policy of Agency, disclosed the ownership and principals of Developer on Exhibit "C", "Disclosure of Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

12. Notices

All legal notices required pursuant to the terms and conditions of this ENA shall be in writing. Any notice required to be given under the terms of this ENA shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) on the next business day when sent by a nationally recognized over-night delivery service, or (iii) on the fifth day after being sent by U.S. mail via certified mail-return receipt requested at the following addresses:

If to Developer:

Nevada Health Centers, Inc.
1802 N. Carson St. # 100
Carson City, NV 89701
Phone: (775) 887-1590x 1114
Attention: Thomas G. Chase

If to City:

William Arent
Director
Office of Business Development
City of Las Vegas
400 Stewart Avenue, Second Floor
Las Vegas, 89101

And

Brad Jerbic
City Attorney
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

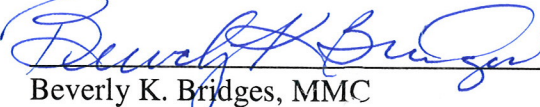
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IN WITNESS WHEREOF, the parties hereto have caused this Exclusive Negotiation Agreement to be executed on the date set forth above.

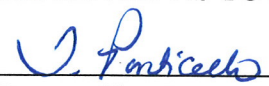
City of Las Vegas

By 
Oscar B. Goodman, Mayor Date

ATTEST:


Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

 1/13/11
Deputy City Attorney Date

Nevada Health Centers, Inc.
A Nevada private non-profit

By: THOMAS G. CHASE, CEO

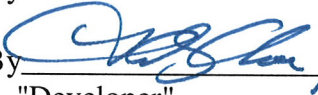
By  02/02/2011
"Developer" Date

EXHIBIT "A"

Legal Description

BEING A PORTION OF LOT 6 OF THAT SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MOUNT MARIAH DRIVE AND STELLA LAKE STREET, AS SHOWN ON SAID "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK"; THENCE SOUTH 89°43'00" EAST, ALONG THE CENTERLINE OF SAID MOUNT MARIAH DRIVE, 458.71 FEET; THENCE SOUTH 00°17'00" WEST, DEPARTING SAID CENTERLINE, 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MOUNT MARIAH DRIVE, SAME BEING **THE POINT OF BEGINNING**;

THENCE, SOUTH 00°17'00" WEST, 240.00 FEET; THENCE NORTH 89°43'00" WEST PARALLEL WITH THE CENTERLINE OF SAID MOUNT MARIAH DRIVE, 450.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STELLA LAKE STREET; THENCE NORTH 05°21'06" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 222.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY 29.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°55'54" TO A POINT ON THE SOUTHERLY LINE OF SAID MOUNT MARIAH DRIVE; THENCE SOUTH 89°43'00" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 410.99 FEET TO **THE POINT OF BEGINNING**.

LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)

CONTAINING 2.42 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

SOUTH 89°43'00" EAST, BEING THE BEARING OF THE CENTERLINE OF MOUNT MARIAH DRIVE, AS SHOWN ON THAT SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54,

END OF DESCRIPTION.

EXHIBIT "B"
Site Map

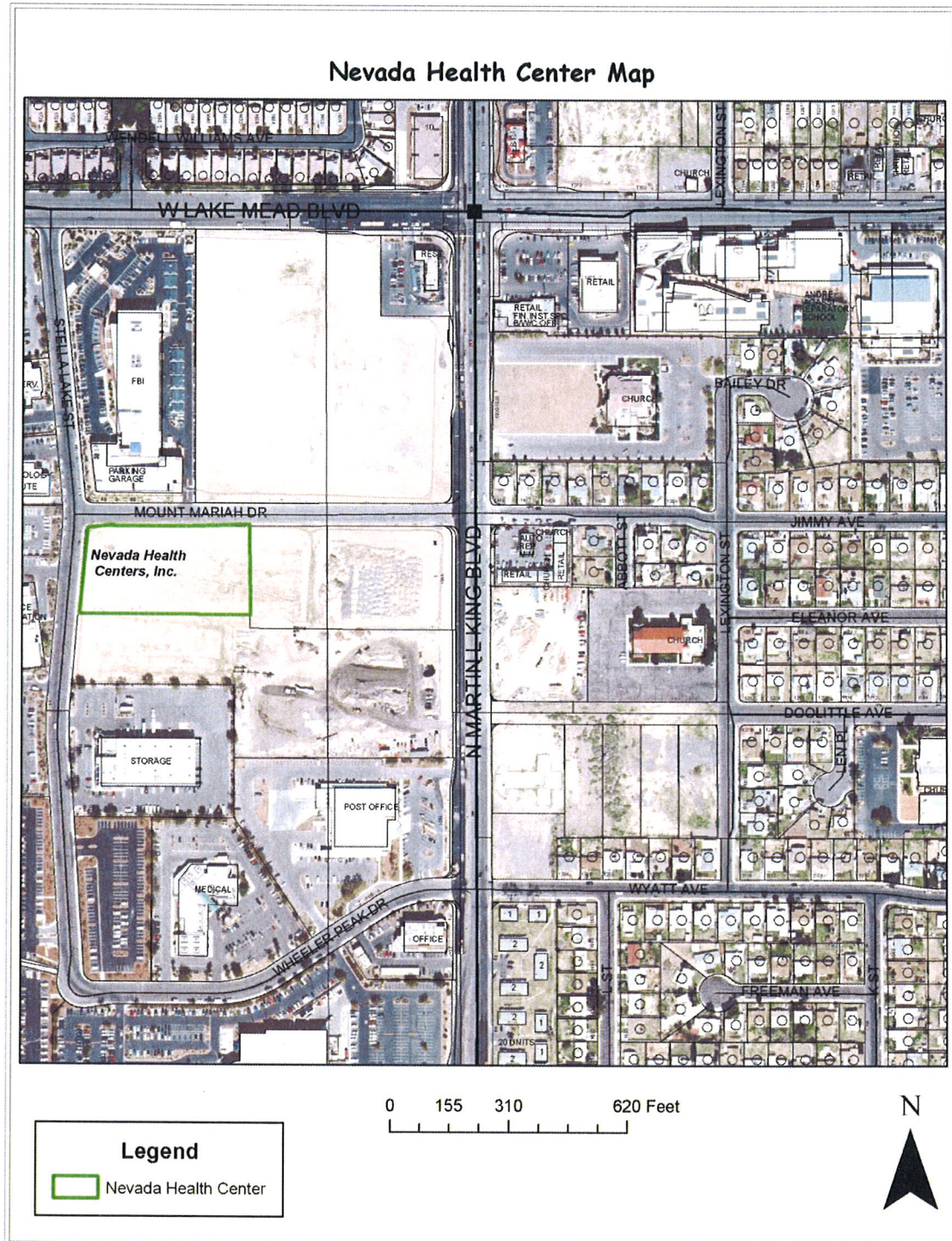


EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

The principals and partners of Nevada Health Centers, Inc. and all persons and entities holding more than 1% (one percent) interest in _____ or any principal _____ are the following: ****See Note below****
****Nevada Health Centers, Inc. is a private nonprofit 501(c) (3) corporation. As such none of the below listing of corporate and board of directors officers have an ownership interest in Nevada Health Centers, Inc.**

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
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Corporate Officers

- | | | |
|----------------------------|------------------------------------|---------------------------|
| | 1802 N. Carson St #100 | |
| 1. Thomas G Chase-CEO | <u>Carson City, NV 89701</u> | <u>775-887-1590 x1114</u> |
| | 4415 Spring Mountain Rd, Suite 103 | |
| 2. James M Merrill-CFO | <u>Las Vegas, NV 89102</u> | <u>702-307-5414 x1112</u> |
| | 4415 Spring Mountain Rd, Suite 103 | |
| 3. Darren Rahaman, MD-CMO | <u>Las Vegas, NV 89102</u> | <u>702-307-5414 x1314</u> |
| | 1802 N. Carson St #100 | |
| 4. Shirley Hampton, RN-CDO | <u>Carson City, NV 89701</u> | <u>775-887-1590 x1119</u> |

Board of Directors - Officers

- | | | |
|------------------------------|-------------------------------------|---------------------|
| 5. Steve Comer-Chairman | Same as above - Carson City address | <u>775-887-1590</u> |
| 6. Marianne Bloom-Vice Chair | Same as above - Carson City address | <u>775-887-1590</u> |
| 7. Bill Gordon-Treasurer | Same as above - Carson City address | <u>775-887-1590</u> |
| 8. Mark Esquivel-Secretary | Same as above - Carson City address | <u>775-887-1590</u> |

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

By: Thomas G. Chase, CEO

Its: Thomas G. Chase, CEO

Subscribed and sworn to before me this

16th day of November, 2010

Patricia Schroeder
Notary Public

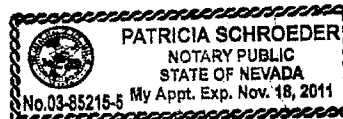


EXHIBIT "D"

RIGHT-OF-ENTRY FORM **FOR**

Nevada Health Centers, Inc.

The City of Las Vegas (City) hereby authorizes Right-of-Entry onto the parcel known as APN: 139-21-313-016 of the EXCLUSIVE NEGOTIATION AGREEMENT ("ENA") dated _____, 2010, which is located at Stella Lake St. and Mount Mariah Dr. to Nevada Health Centers, Inc., for the purpose of performing surveys, environmental and/or geotechnical services on said City owned parcel.

City contact person is: William Arent, 702-229-6100

The Nevada Health Centers, Inc., contact person is: _____

City of Las Vegas

By: _____
Elizabeth N. Fretwell, Executive Director Date

INDEMNIFICATION

Nevada Health Centers, Inc., hereby agrees to protect, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its officers, employees or agents, that are caused by the wrongful acts or omission of, negligence of Nevada Health Centers, Inc. or its officers employees, contractors, subcontractors and agents. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the gross negligence or wrongful acts of the City, its officers, employees and/or agents.

In this connection, the Nevada Health Centers, Inc., expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise, against which Nevada Health Centers, Inc., has agreed to indemnify the City, its officers, employees and agents in the above paragraph. If Nevada Health Centers, Inc. fails to do so, after notice to the Nevada Health Centers, Inc. the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to the Nevada Health Centers, Inc.

The Nevada Health Centers, Inc., agrees to restore the site to its original condition as much as possible, and agrees to conduct its testing in a manner which will cause the least amount of disruption to the present users. This agreement does not constitute or imply any binding contracts or other commitments by the City to Nevada Health Centers, Inc. agrees that it proceeds at its own risk and agrees that the results of said testing shall be shared with City.

Nevada Health Centers, Inc.
By: , CEO

Date: 02/02/2011