

**DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN
NEVADA HEALTH CENTERS, INC. AND CITY OF LAS VEGAS**

THIS AGREEMENT is entered into as of the 13TH day of April, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and the Nevada Health Centers, Inc., a Nevada non-profit community health center (hereinafter "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property that is located within what is known as Las Vegas Enterprise Park (hereinafter the "Enterprise Park"); and

WHEREAS, the Enterprise Park is comprised of approximately 75 (seventy-five) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south; and

WHEREAS, the city desires to sell to the Developer or its nominee, and the Developer desires that it or its nominee purchase from the City, a portion of said City-owned property, that portion being referred to hereinafter as the "Site"; and

WHEREAS, the Site is subject to that certain document entitled "Covenants, Conditions and Restrictions" (hereinafter the CC&Rs"), which is recorded in the records of the Clark County Recorder at Book 991110, Instrument 01268; and

WHEREAS, in consideration of the Developer securing financing for the construction of a medical office building, approximately 25,000 square feet in size (the "Project"), and for additional consideration described hereinafter, the City desires to sell the Site to the Developer for a set fee; and

WHEREAS, the Developer has secured financing for the Project in the form of a Notice of Grant Award from the U.S. Department of Health and Human Services, Health Resources and Services Administration, Grant No. C80CS17066, in the amount of ELEVEN MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$11,253,351.00), and a portion of this Grant Award is dedicated to the construction of the Project and that the Grant Award is not encumbered by any condition that would preclude the Developer from undertaking the construction of the Project; and

WHEREAS, the City desires to retain re-entry until Developer completes construction of the improvements made to the real property, in order to ensure that the proposed development is properly constructed, managed, and maintained by the Developer; and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the conveyance, development, and ownership of the Site; and

WHEREAS, the Developer desires to hold a job fair upon completion of the building to hire additional staffing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to facilitate economic development for the community and to accomplish the sale to, and purchase by the Developer of the Site as hereinafter described, which will lead to the creation of additional jobs and positive economic impacts, as further described hereinafter.

2. COVENANTS, CONDITIONS AND RESTRICTIONS

In order to facilitate the orderly development of a business center in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales, and specific commercial uses will predominate, the City of Las Vegas has recorded the Las Vegas Enterprise Park Declaration "Covenants, Conditions, and Restrictions", (hereinafter the "CC&Rs"), which is recorded in the records of the Office of Clark County Recorder at Book 991110, Instrument No. 01268, in order to establish permissible uses, Right-of-Way and setback standard, landscaping standards, and various development standards for the Las Vegas Enterprise Park and which also apply to the Site. Developer acknowledges receipt of the CC&Rs and agrees to comply with the CC&Rs in their entirety.

3. THE SITE

The Site consists of approximately 2.42 acres, is depicted generally in Exhibit "A" ("Site Map"), and is described more particularly in Exhibit "B" ("Legal Description of the Site"). Exhibits A and B are attached hereto and incorporated herein by this reference. The Site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) and services are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from the utility companies.

4. PARTIES TO THE AGREEMENT

(a) The City is a municipal corporation of the State of Nevada. The office of the City is located at 400 Stewart Avenue, Las Vegas, Nevada 89101.

(b) The Developer is Nevada Health Centers, Inc., a Nevada private non-profit community health center. The current principal office of the Developer is located at 1802 North Carson Street Suite 100, Carson City, Nevada 89701. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

(c) Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "E" and by this reference made a part hereof, all principals, including board members of Nevada Health Centers, Inc. ("Developer"). Throughout the term hereof, Developer shall notify City in writing of any material change in the above disclosure within 15 (fifteen) calendar days of any such change.

(d) The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. The Developer agrees that:

- (i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; and

- (ii) the Developer shall not assign all or any part of this Agreement without the prior written approval of the City.

5. PURCHASE PRICE AND ACQUISITION OF SITE

The City agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Three Hundred Forty Eight Thousand Four Hundred Eighty Dollars (\$348,480.00), payable at the close of escrow in accordance with the provisions of Section 6 (the "Purchase Price").

(a) 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 (\$34,848.00). The Deposit shall be deposited in escrow within ten (10) calendar days of the Effective Date for control of the Site during the DDA negotiation period.

(b) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, Three Hundred Thirteen Thousand Six Hundred Thirty Two Dollars (\$313,632.00), plus Buyer's share of the escrow fees and costs.

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

6. CONDITIONS PRECEDENT TO CLOSING

Prior to the close of escrow and conveyance of the Site from the City to the Developer as more particularly described hereinafter, the Developer shall comply with each of the following conditions precedent, to the satisfaction of the City:

(a) Developer agrees to submit to the City a Notice of Grant Award from the U.S. Department of Health and Human Services, Health Resources and Services Administration ("Grant Award"). The Grant Award shall contain, at a minimum, the following information: (i) total amount of grant funds awarded; (ii) amount of grant funds dedicated towards the Project; and (iii) any other conditions precedent for Developer to use the Grant Award on the Project. The City agrees to approve the funding source in the time frame specified in the Schedule of Performance, attached hereto as Exhibit "G", provided that it is in compliance with this Agreement, as more particularly described hereinafter.

(b) Developer agrees to proceed with the Site Development as more particularly described in Section 7 of this Agreement hereinafter, and to achieve:

- (i) Completion of architectural plans, civil engineering plans, structural plans, mechanical plans, electrical plans, and plumbing plans for the Project; and

(ii) Issuance of a building permit by the City of Las Vegas Department of Building and Safety.

(c) Developer agrees to submit the Conveyance Fee to escrow for payment to the City pursuant to Section 5.

(d) Parcel Map will be processed by the City and will be recorded at the Clark County Recorder's Office.

7. SITE DEVELOPMENT

(a) The City and the Developer agree that the development on the Site will be a medical office building consisting of at least 25,000 square feet of gross area, and include sufficient parking for the building and an additional 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) (the "Project"). Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City. Before commencement of construction or development of any buildings or other work of improvement related to the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable laws, including, without limitation, NRS 279.500. The Developer shall require all contractors and subcontractors performing new construction work on the Site to pay construction workers prevailing wages for each craft and classification as determined by the Labor Commissioner pursuant to NRS 338.030 or its successor statute. The term "new construction work" as used in this paragraph shall apply to all construction and development work within the Site. Prior to the letting of any construction contracts, the Developer shall obtain a public works identifying number, or comparable, approved by the Labor Commissioner.

(c) No later than the time specified in the Schedule of Performance, the Developer shall submit to the City evidence satisfactory to the City that the Developer has the grant funds necessary for development of the Project. Such grant funds shall be subject to the approval of the City to assure compliance with Section 6(a) above, which approval will not be unreasonably withheld, conditioned or delayed.

(d) The City and Developer agree that it is their intent that the Site be developed as follows:

(i) The Project will be built in accordance to the Site Plan attached hereto as Exhibit "A" and as provided in the Scope of Development attached hereto as Exhibit "F". Within the time set forth in the Schedule of Performance attached hereto as Exhibit "G", the Developer shall prepare and submit to the City for review and written approval Basic Concept Drawings and related documents containing the overall plan for development of the Project. The Basic Concept Drawings shall conform to this Agreement, including the Scope of Development and this Section 7. The Basic Concept Drawings shall include a site plan, elevations and an architect's rendering. The City shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by the City to either approve or disapprove within such time shall be deemed an

approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and the City. Any such changes shall be within the limitations of the Scope of Development.

- (ii) Within the time set forth in the Schedule of Performance, and as more particularly described in the CC&Rs, the Developer shall prepare and submit to the City for review and written approval the following plans drawings, related documents and any subsequent revisions thereto ("Plans and Drawings"):
 - 1. Final Architectural Plans;
 - 2. Final Plot Grading Utility Plans ("Civil Plans");
 - 3. Final Structural Plans;
 - 4. Final Mechanical, Electrical, and Plumbing Plans; and
 - 5. Final Landscaping Plans.

The City's approval shall be limited to the exterior elements of the Project. The Developer agrees to construct the Project in accordance with the approved Plans and Drawings. If the Developer desires to make any material change to the Project after approval of the Plans and Drawings, the Developer shall submit the proposed changes to the City for its approval. The City shall notify the Developer within fifteen (15) days after receipt of its approval or disapproval. Such changes in the Plans and Drawings shall, in any event, be deemed approved by the City unless rejected, in whole or part, by written notice thereof to the Developer setting forth in detail the reasons therefore, and such rejection shall be made within such 15-day period.

- (iii) The Project will be developed within the time schedule set forth herein in the Schedule of Performance. Developer agrees that, in all events, within _____ months after the acquisition of the Site, the Developer will begin construction and will complete such construction within _____ months after commencement of construction. Commencement of construction shall be evidenced by the pouring of the foundation for the Project. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.
- (iv) The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

(e) The Developer shall complete and submit to the City an application for a Site Development Plan review for a site plan consistent with the Basic Concept Drawings and be in compliance with the CC&Rs.

(f) The City agrees to sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the Site Development Plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, and electrical plans, plumbing plans, or any other plans required by local, state, or federal law required to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application fees due to the City or any other local, state, or federal agency or organization having regulatory authority over the Project.

(g) The Developer shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) for any person, TWO MILLION DOLLARS (\$2,000,000.00) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) property damage, naming the City as additional or coinsureds. The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Project office building carries workers' compensation insurance as required by law.

(h) For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the City Manager of the City. The City shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the provision of NRS 41.035.

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

(j) Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 7 shall constitute a default under the Deed of Trust as set forth in the Deed of Trust.

8. EARNEST MONEY DEPOSIT

Concurrently with its execution of this Agreement, the Developer has delivered to the City a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of Thirty Four Thousand Eight Hundred Forty Eight Dollars (\$34,848.00).

9. ESCROW

(a) The City and the Developer agrees to open an escrow with United Title of Nevada (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within three (3) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow

instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City to an amount in excess of \$24,999.00 to the Developer. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 10 in writing, delivered to the City and to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) The Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

- (i) All of the escrow fee and the recording costs for the recording documents;
- (ii) All of the premium and costs for the title insurance policies or special endorsements to be paid by the Developer as set forth in Section 16 of this Agreement;
- (iii) Any state, county or city documentary transfer tax;
- (iv) The cost of the ALTA survey; and
- (v) Any and all additional charges, which are reasonable and customary, to close an escrow transaction in the State of Nevada.

(c) The City shall pay in escrow to the Escrow Agent the following fees, charges and costs after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the scheduled date for the close of escrow:

- (i) The recording costs for the Deed; and
- (ii) Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title.
- (iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement, which have not been delivered

(d) Not later than one (1) business day prior to the Closing Date, the City will deposit with the Escrow Agent the following:

- (i) The Deed and other recording documents duly executed and acknowledged by the City.
- (ii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(e) Not later than one (1) day prior to the close of escrow, Developer shall deposit and deliver to Escrow Agent the following items:

- (i) The Deed accepted and duly executed by the Developer.

- (ii) As required by Section 11 of this Agreement, the Quitclaim Deed duly executed and acknowledged by Developer and the Irrevocable Escrow Instructions.
 - (iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.
- (f) The Escrow Agent is authorized and instructed to:
- (i) Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 9 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow.
 - (ii) Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer.
 - (iii) Obtain and charge the Developer all of the premiums and costs for the title insurance policies and endorsements thereto.
 - (iv) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(g) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30 (thirty) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent and apply to the Purchase Price or returned to the Developer pursuant to Sections 10(c) and 10(e)

(h) If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 9 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

(i) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(j) Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between the City and the Developer.

(k) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 17, inclusive, of this Agreement.

(l) Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

10. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

(a) Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale, purchase and conveyance to the Developer of title to the Site (the "Closing") shall be completed on or prior to but no later than June 17, 2011 (the "Closing Date"). The City and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the Developer of each of the conditions precedent described below, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to close of escrow:

- (i) The City shall not be in violation of any of its material obligations under this Agreement;
- (ii) The Developer has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project;
- (iii) Developer has been unable to obtain grant funding that is in compliance with paragraph "a" of Section 6 above and upon terms and conditions that are acceptable to Developer in Developer's sole and absolute discretion;
- (iv) Developer elects to cancel this Agreement prior to the expiration of the Feasibility Period in Section 13(a).

(c) Notwithstanding any other provision of this Agreement, the City's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the City of each of the conditions precedent described below, which are solely for the benefit of the City and which shall be fulfilled or waived prior to close of escrow:

- (i) Developer shall not be in violation of any of its material obligations under this Agreement;
- (ii) Developer has been unable to obtain grant funding that is in compliance with paragraph "a" of Section 6 above and upon terms and conditions that are acceptable to Developer in Developer's sole and absolute discretion;
- (iv) (iii) The Developer has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project;; and
- (v) Developer elects to cancel this Agreement prior to the expiration of the Feasibility Period in Section 14(a).

(d) Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 13 of this Agreement.

11. RIGHT TO REPURCHASE, REENTER AND REPOSSESS

In addition to and independent of any other remedy available to it, the City shall have the additional right at its option to repurchase, reenter, and take possession of the Site with all improvements thereon if, after conveyance of title thereto and prior to the issuance of all occupancy thereof, the Developer does any of the following:

(a) Fails to complete construction of the improvements as required by this Agreement under Section 7 as evidence by issuance of a Certificate of Occupancy by the City. This is a condition subsequent and not merely a covenant.

(b) Transfers the Site or any part thereof in violation of this Agreement. This is a condition subsequent and not merely a covenant.

(c) Fails or refuses to comply with or to cure the default of any provision of Section "7" for a period of 20 (twenty) days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the 20 (twenty) day period, it shall have a reasonable time thereafter to effectuate such cure. This is a condition subsequent and not merely a covenant.

(d) The right to repurchase, reenter, and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing permitted by this Agreement. To exercise its right to repurchase, reenter, and take possession of the Site, the City, shall pay to the Developer the Purchase Price set forth in Section "5" minus the amount needed to repay any liens, encumbrances or other security instruments held against the Site for the purpose of financing the construction improvements thereon so as to enable the City to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

(e) For the purpose of implementing the provision of the Section, at the time of conveyance of the Site, the Developer will deliver to the Escrow Agent an executed and acknowledged Quitclaim

Deed in the form of Exhibit "C" hereto. The deposit of Quitclaim Deed will be accompanied by Irrevocable Escrow Instructions in the form of Exhibit "D" hereto directed to the Escrow Agent and signed by the Developer and the City. If any of the events authorizing the City 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) calendar days' prior notice to the Developer, to record the Quitclaim Deed of the site. If the Developer completes construction on or before the time set forth in the Schedule of Performance, the City agrees to join with the developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

12. **REPRESENTATIONS AND WARRANTIES**

(a) Representations and Warranties by the City. The City represents and warrants that as of the date hereof and the date of close of escrow:

- (i) The City has all requisite power and authority to enter into and perform its obligations under this Agreement.
- (ii) By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.
- (iii) To the City's actual knowledge, no condemnation, eminent domain, or similar proceedings have been instituted or threatened against the Site.
- (iv) To the City's knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against the City inhibit the City's ability to perform its obligations under this Agreement.
- (v) To the City's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.
- (vi) To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.
- (vii) The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the City Manager of the City.

(b) Representations and Warranties of the Developer

The Developer represents and warrants to the City that as of the date hereof and the date of close escrow:

- (i) The Developer is a Nevada private non-profit corporation duly organized and existing under the laws of the State of Nevada and operating as a community health center.
- (ii) The Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement.
- (iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.
- (iv) The execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.
- (v) Except as may be specially set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the developer or with the performance by the Developer of its obligations hereunder.
- (vi) To the Developer's actual knowledge, there are no legal actions, suits, or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

13. **CONDITION OF TITLE**

- (a) The City shall convey to the Developer fee simple title subject to:
 - (i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.
 - (ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section 13, or any Supplemental Report, and which are approved or deemed approved by the Developer in accordance with this Section 13.
 - (iii) Any and all other exceptions, easements, conditions, covenants or reservations set forth in the Deed and of record.

(b) The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site. The Developer shall obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to the City being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in such title report and ALTA survey as to the Site to be acquired by giving the Escrow Agent written notice thereof within sixty (60) days of the Effective Date of this Agreement as defined in Section 39. Failure to give written notice to the Escrow Agent and the City

by such date of approval or disapproval of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, the City shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to Developer, unless the Developer waives its objection in writing delivered to the City and to the Escrow Agent. If the City shall agree to remove any exception objected to by the Developer, the City shall then have until the date for close of escrow within which to remove such exception. If the City is unable to remove any exception objected to by the Developer and which the City has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and receive a return of all funds and documents; or (2) waive the objection and close escrow.

14. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have approved, by no later than ninety (90) days from the Effective Date of this Agreement ("Feasibility Review Period"), the condition of the Site and the feasibility of Developer's development plan therefore. Developer's feasibility review will pertain to Developer's review of and satisfaction with the following:

- (i) The availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof; and
- (ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site.
- (iii) Those items contained in Section 10(b) herein.

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if Developer fails to notify City and Escrow Holder of Developer's disapproval of the feasibility of Developer's proposed development of the Site by written notice delivered to City no later than the date of expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement. The City shall immediately refund to Developer its full Earnest Money Deposit.

(c) During the term of the Feasibility Review Period (as defined in the above Section), Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as Developer may reasonably require; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies City in writing at least forty-eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a

certificate from a soils engineer which certifies that such soil so disturbed has been recompact to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its affiliates or assignees, which are under the control of the City and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify City of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed (as hereinafter defined) and transfer of title. Developer covenants and agrees upon request of the City to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site and to pay in full all persons who perform labor upon the Site, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

15. TIME FOR PLACE AND DELIVERY OF DEED

Subject to any mutually agreed upon extensions of time, the City shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

The Parties shall also timely deliver into escrow (i) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (ii) all documents set forth in Section 9; (iii) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (iv) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 15 of the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 16 of the Agreement. The recordation of the deed shall constitute the close of escrow.

17. TITLE INSURANCE

Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 13 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by Developer. Such title insurance shall insure the lien of the Deed of Trust.

If Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any other person except that of the CC&Rs and approved easements of record, vacations, or dedications of record, which are mutually agreeable to the parties.

20. "AS IS" SALE

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

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner or Lessee of the Site ("Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against the City, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights,

damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify the City from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by the City after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

(c) The Developer agrees that the City is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

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

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

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

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

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

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act

("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 7. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof without the written consent of the City.

23. WAIVERS FROM CERTAIN DEVELOPMENT GUIDELINES

At a minimum, the Developer must comply with the development guidelines established by the CC&Rs, unless a waiver is granted in writing by the City Manager, or a designee of the City Manager, subject to the limitations of applicable law.

24. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

25. DEFAULT AND REMEDIES

(a) IN THE EVENT THE DEVELOPER FAILS TO PERFORM ANY OF ITS OBLIGATIONS REQUIRED TO BE PERFORMED HEREUNDER PRIOR TO THE CLOSING, INCLUDING, WITHOUT LIMITATION, DEVELOPER'S OBLIGATIONS UNDER SECTION 7 OR (ii) THE CLOSING DOES NOT OCCUR FOR ANY REASON OTHER THAN THE DEFAULT OF THE CITY, THE CITY MAY, BY WRITTEN NOTICE TO THE DEVELOPER AND ESCROW HOLDER (AS DEFINED HEREIN), TERMINATE THIS AGREEMENT AND RECEIVE FROM ESCROW AGENT OR RETAIN, AS THE CASE MAY BE, AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS RDA'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS PURCHASE AGREEMENT BY THE DEVELOPER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE CITY AND THE DEVELOPER THAT CITY 'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY THE

DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

THE CITY:



DEVELOPER:



(b) In the event of the occurrence of a default of the City occurring prior to the Close of Escrow, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

- (i) to waive such default;
- (ii) to terminate this Agreement; and on such termination, the Earnest Money Deposit and all interest thereon will be returned to the Developer and obtain from the City reimbursement by the City to the Developer of the Developer's out-of-pocket expenses for the cost of any surveys, phase 1 environmental studies and appraisals paid by the Developer to third parties in connection with the Developer's investigations of the Site. The City thereafter shall have no liability or obligation hereunder; or
- (iii) to demand specific performance of City's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of City for damages.

(c) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 14(c) and 14(d) shall survive such termination of this Agreement.

26. **SURVIVAL**

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

27. **SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

28. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer or for any obligation of the City under the terms of this Agreement.

29. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section 29. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City: City of Las Vegas
 400 Stewart Avenue
 Las Vegas, Nevada 89101
 Attention: City Manager

With a copy to: City Attorney's Office
 City of Las Vegas
 400 Stewart Avenue
 Las Vegas, Nevada 89101

If to the Developer: Thomas Chase, CEO
 Nevada Health Centers, Inc.
 1802 N. Carson St. # 100
 Carson City, NV 89701

30. SUBSEQUENT RDA APPROVALS

Any approvals of the City required or permitted by the terms of this Agreement may be given by the City Manager of the City or such other person that the City designates in writing.

31. TERM

The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto, except that all warranties contained herein shall survive the Closing and shall remain in effect for the benefit of the Parties for one year after the Closing.

32. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, H and I attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

33. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

34. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

35. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

36. Reserved

37. COUNTERPARTS

This Agreement 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 Agreement.

(The space below is left intentionally blank.)

39. **TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement has been approved on April 6, 2011 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by the City ("Effective Date").

Date of City Approval:

April 6, 2011.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman
"City"

APPROVED AS TO FORM:

 3/28/11
Date

Teresita L. Ponticello, Chief DCA

ATTEST:


Beverly K. Bridges, MMC, City Clerk

April 6, 2011

NEVADA HEALTH CENTERS, INC.
a Nevada non-profit corporation

By: 
Thomas Chase
Its: Chief Executive Officer
"Developer"

LIST OF EXHIBITS

EXHIBIT "A" SITE DEPICTION

EXHIBIT "B" SITE LEGAL DESCRIPTION

EXHIBIT "C" QUITCLAIM DEED OF TRUST

EXHIBIT "D" IRREVOCABLE ESCROW INSTRUCTIONS

EXHIBIT "E" DISCLOSURE OF PRICIPALS

EXHIBIT "F" SCOPE OF DEVELOPMENT OF THE PROJECT

EXHIBIT "G" SCHEDULE OF PERFORMANCE OF THE PROJECT

EXHIBIT "H" GRANT, BARGAIN AND SALE DEED

EXHIBIT "I" NOTICE OF COMPLETION

Other potential exhibits:

Exhibit A
Site Map

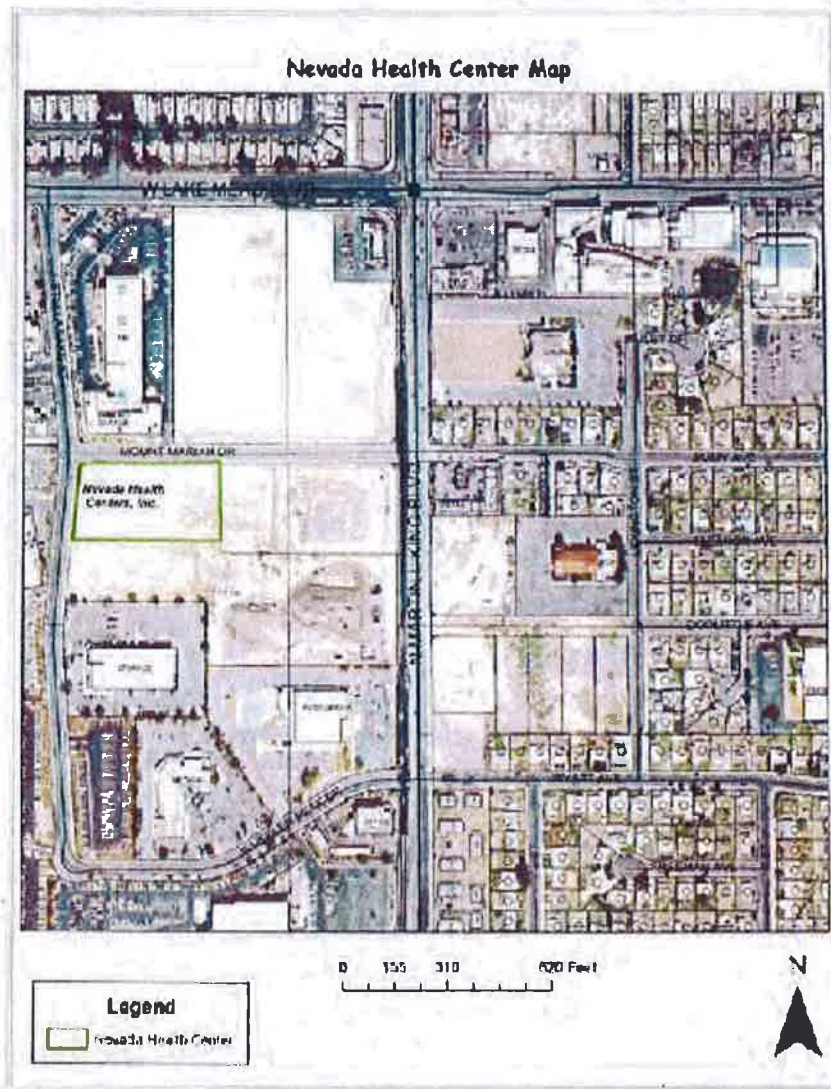


Exhibit B

Legal Description

BEING A PORTION OF LOT 8 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°21'03" 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 29.85 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 "C"
FORM OF QUITCLAIM DEED

APN: _____

Recording Requested by:
City of Las Vegas, Nevada

After recordation, mail to:
City of Las Vegas
Economic and Urban Development Department
400 Stewart Avenue
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NEVADA HEALTH CENTERS, INC., a Nevada private non-profit community health center, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, the real property in the City of Las Vegas, Nevada, described on the Attachment "A" attached hereto.

DATED this 29 day of March, 2011

NEVADA HEALTH CENTERS, INC.

By: 
Thomas Chase

ACKNOWLEDGMENT

State of Nevada }
 } :ss
County of Clerk }

This instrument was acknowledged before me, a notary public, on this 29 day of March, 2011, by Thomas Chase.




Notary Public

EXHIBIT "D"

FORM OF ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

_____, 2011

Las Vegas, Nevada _____

Re: Escrow No. _____

Dear Sir or Madam:

THOMAS CHASE, CEO, of NEVADA HEALTH CENTERS, INC., (the "Developer"), one of the undersigned, has entered into certain real property Disposition and Development Agreement dated _____, 2011, with the City of Las Vegas (the "City"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

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

Section 11 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with irrevocable escrow instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the City notice certifying that a copy of it has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 11 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) calendar 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 the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorney's fees arising out of carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement , you shall at the end of 20 (twenty) calendar days after receipt of said notice return the Quitclaim Deed to the Developer, unless during the 20 (twenty) calendar day period, the City 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 City's power of termination with respect to the Site has ended, you will forthwith return the Quitclaim Deed to the Developer.

Exhibit E

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.

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
-----------	------------------	----------------

Corporate Officers

1. Thomas G. Chase-CFO	1830 N. Carson St #100 Carson City, NV 89201	775-887-1390 x1114
2. James M. Merrill-CFO	4115 Spring Mountain Rd, Suite 102 Las Vegas, NV 89152	702-907-5414 x1152
3. Doreen Robinson, MD-CMO	4115 Spring Mountain Rd, Suite 102 Las Vegas, NV 89152	702-907-5414 x1214
4. Shirley Hampton, RN-CDO	1830 N. Carson St #100 Carson City, NV 89201	775-887-1390 x1119

Board of Directors - Officers

5. Steve Conner-Chairman	Same as above - Carson City address	775-887-1390
6. Marianne Bloome-Vice Chair	Same as above - Carson City address	775-887-1390
7. Bill Gordon-Treasurer	Same as above - Carson City address	775-887-1390
8. Mark Esquivel-Secretary	Same as above - Carson City address	775-887-1390

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

By Thomas G. Chase, CFO
 for Thomas G. Chase, CFO

Subscribed and sworn to before me this

16th day of November, 2010
Patricia Schröder
 Notary Public

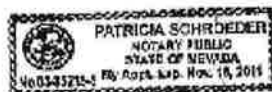


EXHIBIT “F”

SCOPE OF DEVELOPMENT OF THE PROJECT

The Developer shall build a medical office building, consistent with the Site Development Plan submitted to, and approved by the City of Las Vegas, SDR-

Any deviation from said Site Development Plan, and the conditions of the approval of such Plan, shall require written approval by the City of Las Vegas.

EXHIBIT "G"

SCHEDULE OF PERFORMANCE OF THE PROJECT

<u>Action</u>	<u>Date</u>
1. Execution and Delivery of Agreement. Developer and City shall each execute two exact copies of this Agreement.	Not later than April 6, 2011.
2. Open Escrow at a title company, which is mutually agreeable to the City and Developer and which is properly licensed in the State of Nevada.	Developer shall open escrow no later than May 6, 2011.
3. Delivery of Title Report to Developer. Escrow Agent shall deliver The Title Report for the site to developer.	Within twenty (20) calendar days of opening escrow.
4. Approval of Title Report.	Within sixty (60) calendar days of receipt by Developer
5. Expiration of Feasibility Review Period pursuant to days Section 14. date of	Not later than ninety (20) after the effective the Agreement.
6. Submission of Basic Concept Drawings. The Developer shall submit to the City for approval a set of Basic Concept Drawings.	Completed.
7. Review of Basic Concept Drawings by Architectural Review Committee for the Las Vegas Enterprise Park.	Completed.
8. Submission to the City by Developer of Site Development Plan application through a City of Las Vegas Planning Department Pre-application meeting.	Completed.
9. Submittal of Final Architectural Plans, Civil Plans, Mechanical, Electrical, and Plumbing Plans, Landscape Plans, and Structural Plans to City.	Not later than May 12, 2011.
<u>Action</u>	<u>Date</u>
10. City and other Governmental Permits necessary to commence construction.	Not later than May 12, 2011.
11. Submission of Developer's Firm and Binding Evidence of Financing (the "Commitment") from each Project	Not later than April 7, 2011.

Lender.

- | | |
|--|---|
| 12. Approval of HRSA Grant Award for funding of the project. | Completed |
| 13. Submission-Certificate of Insurance. | Not later than March 31, 2011. |
| 14. Payment of Conveyance Fee by Developer. | Not later than March 31, 2011. |
| 15. Execution by Developer of Promissory Note and Deed of Trust, and delivery to escrow. | Not later than April 28, 2011. |
| 16. Site Closing and Conveyance. | Not later than April 29, 2011. |
| 17. Commencement of Construction. The Developer Shall commence construction, which shall mean pouring concrete for the foundation of the Project. | Within thirty (30) calendar days after the Site Closing (closing of Escrow and conveyance of the Site), or by May 1, 2011 whichever event occurs first. |
| 18. 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 , or by May 1, 2012, whichever event occurs first. |
| 19. Notice of Completion. 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. |
| 20. Release of Quitclaim Deed by City. | Upon issuance of Notice of Completion. |

EXHIBIT "H"
GRANT, BARGAIN AND SALE DEED

APN: _____

Recording requested by:
City of Las Vegas, Nevada

After recordation, mail to:
City of Las Vegas
Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains, and sells to Nevada Health Centers, Inc., a Nevada private non-profit community health center (herein "Grantee"), all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as APN: _____.

1. The property is conveyed pursuant to an agreement for Disposition and Development Agreement ("the Agreement") of the Property, entered into by and between Grantor and Grantee and dated _____. The conveyance herein is the subject to the terms, covenants, and conditions set forth in the Agreement.
2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in said Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument permitted by the Agreement.
3. The absence from this Deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions, and obligations.
4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Completion for the improvements constructed on the Property issued by Grantor the City of Las Vegas.
5. The Property is conveyed subject to restrictions, reservations, conditions, right-of-way, easements and other encumbrances of record.

EXHIBIT "I"

FORM OF CERTIFICATE OF COMPLETION

Recording Required by:

City of Las Vegas

After Recording, Mail to:

Executive Director
City of Las Vegas
Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION

WHEREAS, this Disposition and Development Agreement (DDA) dated _____, 2011, the City of Las Vegas, a municipal corporation, hereinafter referred to as the "City", provided assistance of Nevada Health Centers, Inc. hereinafter referred to as the "Developer", for the construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachment "A", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said DDA, the City shall furnish the Developer with a Certificate of Completion upon completion of all construction and development upon the Site, which Certificate shall be in such form as to permit it to be recorded in Recorder's Office of Clark County; and

WHEREAS, such Certificate shall be conclusively determined that the construction and development on the Site has been satisfactorily completed;

Now therefore, the Agency agrees and does hereby certify that the construction development on the Site have been fully and satisfactorily performed and completed.