

**FIRST AMENDMENT TO PARTICIPATION AGREEMENT
BETWEEN
CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND
BUY-LOW MARKET, INC.**

THIS FIRST AMENDMENT TO PARTICIPATION AGREEMENT ("First Amendment"), entered into this _____ day of _____, 2009, by and between the City of Las Vegas Redevelopment Agency, a public body organized and existing under the community redevelopment laws of the State of Nevada, ("the Agency"), and Buy-Low Market, Inc., a California Corporation ("the Participant"). Agency and Participant and individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties entered into a Participation Agreement on June 18, 2008 ("Participation Agreement"), under which the Participant agreed to redevelop and re-tenant the commercial retail space on the Site, which was formerly operating as Vons Grocery store in Edmond Town Center located at 1061 West Owens Avenue shown on the Site Map, Exhibit "A" attached hereto, to fulfill a need for a grocer in West Las Vegas, and facilitate economic redevelopment for the community which will lead to the creation of additional jobs and positive social and economic impacts; and

WHEREAS, Under the terms of the Participation Agreement, the Agency had agreed to provide Agency Grant Funds for an equipment grant in the amount of Two Hundred Thousand Dollars (\$200,000) which has been disbursed to Participant, and a Tenant Improvement Grant in the amount of Seven Hundred Thousand Dollars (\$700,000) which will be disbursed in Annual Tenant Improvement Grants in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per year for seven (7) years;

WHEREAS, the Parties desire to amend the Participation Agreement to modify the terms of disbursement of the Agency's Tenant Improvement Grant.

NOW, THEREFORE, the Parties agree to amend the Participation Agreement as follows:

1. This First Amendment shall be effective upon the date of approval by the City of Las Vegas Redevelopment Agency.
2. Section 400, Agency Grant Funds, subsection 1 (b), shall be deleted and the following inserted in its place:
 - b) Provide a tenant improvement grant of up to Seven Hundred Thousand Dollars (\$700,000) for certain grocery store tenant improvements to be constructed at the Site as set forth in the Scope of Development. The \$700,000 grant ("Tenant Improvement Grant") shall be payable in six (6) increments ("Annual Tenant Improvement Grant") as follows:

End of:	Increment Amount:
Sub-lease year 2009	\$200,000
Sub-lease year 2011	\$100,000
Sub-lease year 2012	\$100,000
Sub-lease year 2013	\$100,000
Sub-lease year 2014	\$100,000
Sub-lease year 2015	\$100,000

The Annual Tenant Improvement Grant shall be paid in accordance with the above schedule so long as Participant operates the grocery store at the Site ("Market"). In order to receive the Tenant Improvement Grant, the Participant agrees to submit to the Agency on an annual basis a Certificate of Operation, including a listing of all tenant improvements and the expenses incurred by the Participant for each sub-lease period. The Certificate of Operation ("Certificate") shall be submitted no later than sixty (60) days from the end of each sub-lease period and the Agency shall review the listing and request further documentation from the Participant if deemed reasonably necessary in order to approve the Certificate. If the Agency approves the Certificate, such approval shall not be unreasonably withheld, conditioned or delayed.

Upon approval of the Certificate, the Agency shall disburse to the Participant the amount of the annual expenses set forth in each Certificate up to the applicable Increment Amount for the subject sub-lease period. In the event the amount of the annual tenant improvement expenses in a Certificate exceeds the Increment Amount for the subject sub-lease year, the excess annual amount shall be carried over to the next sub-lease period, and will be applied towards the following sub-lease period's tenant improvement expenses.

If the Participant ceases operations and/or closes its doors to the general public at any time other than for temporary remodel purposes during the seven year term of this Agreement, the Tenant Improvement Grant funds provided herein shall terminate and the Agency shall have no further obligation to the Participant to provide the Tenant Improvement Grant funds.

3. Section 400, Agency Grant Funds, shall be amended to add the following new subsection (c) to read as follows:

c) The Agency has agreed to disburse up to the Increment Amount of Two Hundred Thousand Dollars (\$200,000) for sub-lease year 2009. In addition to complying with the requirements of Subsection 1 (b), the Participant agrees to provide a Personal Guaranty executed by Paul Vazin and Vida Vazin ("Guaranty") in favor of the Agency in the amount of One Hundred Thousand Dollars (\$100,000) which shall secure the Tenant Improvement Grant funds which Participant may receive for the sub-lease year period 2010. Should Participant cease operations at any time prior to the end of sub-lease year 2010, the Agency shall send a letter of demand for payment to Participant and Guarantor, requiring payment within thirty (30) days of receipt of Agency's notice. In the event Participant shall fail to make payment to the Agency, the Agency shall require prompt payment from the Guarantors of the sum payable by the

Participant to the Agency. The Guaranty shall be satisfactory to the Agency and shall be valid until the expiration of the sub-lease year 2010 as set forth in the sub-lease dated May 6, 2008 between Participant and the Von's Companies. Participant shall be in compliance with all terms and conditions of the Participation Agreement, and Sub-lease Agreement with The Vons Companies, Inc.

4. All other provisions of the original Participation Agreement that are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this First Amendment on the day and year first above written.

**CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
("Agency")**

By: _____
OSCAR B. GOODMAN
Chairman

Attest:

Beverly K. Bridges, Secretary

Approved as to form:

 9/21/09
Date

**BUY-LOW MARKET, INC.
("Participant")**

By: _____
PAUL (PARVIZ) VAZIN
President

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____ day of _____. 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Chairman of the Las Vegas Redevelopment Agency, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

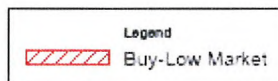
On this _____ day of _____. 2009, before me, the undersigned Notary Public in and for said County and State, appeared, Paul (Parviz)Vazin, President of Buy-Low Market, Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

Exhibit A



0 85 170 340 Feet



*This map is a graphic representation of an area.
It is not guaranteed to be accurate.
This map is only for planning purposes.*



07/17/2009