SUB-LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE URBAN CHAMBER OF COMMERCE FOR THE LAS VEGAS BUSINESS CENTER

THIS SUB-LEASE AND OPERATING AGREEMENT, (hereinafter "Sub-Lease") is made and entered into this 17TH day of MARCH, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (hereinafter "Agency" or "Sub-Lessor") and URBAN CHAMBER OF COMMERCE ("Sub-Lessee").

WITNESSETH:

WHEREAS, the City of Las Vegas owns the real property and improvements located thereon at 1951 Stella Lake Street in Las Vegas, Nevada, commonly known and referred to as the "Las Vegas Business Center" ("LVBC") whose location is depicted on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, in accordance with Nevada Revised Statutes ("NRS") Chapter 279.470, Sub-Lessor will sub-lease the LBVC from the City of Las Vegas to encourage the creation of new businesses, jobs or other business opportunities for nearby residents; and,

WHEREAS, the LVBC is located in the Redevelopment Area and is ideally suited for the operation of a business incubator and sub-leasing of light industrial/office space to encourage the creation of new businesses, jobs or other business opportunities for nearby residents; and,

WHEREAS, Sub-Lessor will in turn lease suite numbers 14, 15 and 25 which total approximately 623 square feet for One Dollar ($1.00) per month in the LVBC to Sub-Lessee and, in lieu of fair market value rent, Sub-Lessee will provide general office administration, building management, training and mentoring services and certain performance requirements as set forth in the Sub-Lease; and,

WHEREAS, the City of Las Vegas ("City") and Sub-Lessee were previously under a Disposition and Development Agreement dated March 17, 2004 ("DDA") to construct and operate a multi-use business incubator and business services center ("Project") in the Las Vegas Enterprise Park ("LVEP"); and,

WHEREAS, the City previously conveyed fee simple title to a 3.34 acre parcel in LVEP ("Site") to Sub-Lessee for the Project; and,

WHEREAS, Sub-Lessee was unable to begin construction of the Project due to a shortfall in the construction budget prior to the expiration of the DDA; and, WHEREAS, Sub-Lessee has conveyed title to the Site back to the City due to the expiration of the DDA and as a condition precedent to Lessor entering into this Sub-Lease with Sub-Lessee;

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

1. **LEASE OF PREMISES.**

Sub-Lessor hereby leases to Sub-Lessee, and Sub-Lessee hereby leases from Sub-Lessor, approximately 623 square feet of office space located in the front of the building of the LVBC consisting of suite numbers 14, 15 and 25 (the "Premises") in accordance with the provisions of this Sub-Lease, as more fully depicted on the Premises - Floor Plan, Exhibit "B", attached hereto.

Sub-Lessor and Sub-Lessee agree that Sub-Lessee may request to lease additional square footage in the LVBC at the going market rate (triple net) at that time of said request during the term of the Sub-Lease.

2. **COMMENCEMENT DATE.**

The "Commencement Date" and effective date of this Sub-Lease shall be the date this Sub-Lease is approved by the City of Las Vegas Redevelopment Agency Board ("Agency Board").

3. **RENT.**

a. Sub-Lessee agrees to pay Sub-Lessor, at such place as Sub-Lessor may designate, without prior demand there for and without any deduction or setoff whatsoever, except as provided herein, the sum of One Dollar ($1.00) per month. The Lessee's obligation to commence paying rent shall start on the Commencement Date as set forth above.

b. During the first six months, Sub-Lessor and Sub-Lessee will meet on a monthly basis to develop a plan for the financial management of the LVBC.

4. **USE.**

Sub-Lessee shall use the Premises solely for:

a. Conducting its business to support and encourage the local business community and provide related services under the trade name: Urban Chamber of Commerce.

b. General office administration, building management, training and mentoring for the LVBC as follows:

i. Answering telephone, recording telephone messages, making appointments, stocking copiers and fax machines with paper, and greeting and directing walk-ins at the facility.

ii. Scheduling, coordinating, and managing conference room calendar and related activities.

iii. Maintaining a professional office and common area appearance.

iv. Managing common area maintenance.

v. Providing call service for office equipment maintenance.

vi. Providing call service for any exterior maintenance concerns.

vii. Operating the LBVC facility during the business week- Monday through Friday, during the hours of operations, 8 A.M. to 5 P.M.

viii. Mentoring services for the Center;

(1) Services provided by the Urban Chamber to include training programs, workshops, lectures and special events in cooperation with area education institutions, business development agencies, corporations, non-profit entities, and Urban Chamber members, in an effort to support the mission of the LVBC and the Urban Chamber of Commerce.

(2) Services provided by others through the Urban Chamber to include training programs, workshops, lectures and special events in cooperation with area education institutions, business development agencies, corporations, non-profit entities, Urban Chamber members, in an effort to support the mission of the LVBC and the Urban Chamber of Commerce.

Sub-Lessee shall not use or permit the Premises to be used for any other purposes except with the written consent of Sub-Lessor.

5. **TERM OF LEASE.**

Unless earlier terminated in accordance with Section 39 and subject to the Option Period provision contained in Section 7 below, this Sub-Lease shall be for a term of five (5) years ("Term"), beginning, on the Commencement Date, as defined in Section Three, and ending five (5) years thereafter ("Expiration Date").

6. PERFORMANCE REQUIREMENTS AND TRANSITION TO THE URBAN CHAMBER.

During the initial five (5) year term the Agency and Sub-Lessee will develop a performance program that will culminate in the transition of responsibilities of the Las Vegas Business Center and Incubator and the facility from the Agency to the Sub-Lessee (the "Performance Period").

An outline of the transition will be as follows (collectively the "Performance Threshold"):

a. During the first six (6) months, Sub-Lessee will develop a draft Business Plan for their operations at the Premises.

b. The Business Plan will outline goals and timetable for achieving those goals.

c. During the first six (6) months, on a monthly basis the Agency will meet with the Sub-Lessee to review the development of the Business Plan.

d. Once the Business Plan is completed and approved, the Agency and the Sub-Lessee will meet on a quarterly schedule to review the actual progress of the Performance Thresholds, including reviewing the Sub-Lessee's new responsibilities for transition as follows:

   i. Working with clients on mentoring needs.
   ii. Working with mentoring providers.
   iii. Enlisting mentoring service providers.
   iv. Marketing the LVBC/Incubator and services & programs.
   v. Programming mentoring services.
   vi. Monitoring LVBC and Incubator tenants progress.
   vii. CDBG/EDA Compliance reporting.
   viii. Tenant recruiting.
   ix. Tenant counseling.
   x. Sub-leasing of light industrial, office and virtual spaces.

7. OPTION PERIOD.

Should Sub-Lessee achieve the Performance Threshold during the Performance Period and it is not in default of any other provision of this Sub-Lease, Sub-Lessee will be entitled to the right to request a new lease from Sub-Lessor, for a term of five (5) years ("Option Period") with one additional five (5) year term option ("Additional Option Period").

The granting of a new lease to Sub-Lessee for the Option Period will be at the sole discretion of the Agency Board at the time of Sub-Lessee's request for a new lease, which approval shall not be unreasonable withheld.

8. **COMMON AREA**.

Sub-Lessor, without any offset in rent or other compensation to Sub-Lessee, reserves the right to access and use Suite No.30, designated on the Common Area – Floor Plan, Exhibit "C-2", as follows:

a. Unrestricted access and exclusive use of the portion of the Common Area designated as "Storage".

b. Unrestricted access and shared use of the portion of the Common Area designated as "Training Center".

9. **POLICIES AND PROCEDURES**.

Within six (6) months following the Commencement Date, Sub-Lessee will develop and implement policies and procedures for the operation of a business incubator and property management of the office/light industrial space at the Premises ("Policies and Procedures"). Said Policies and Procedures shall include but, are not limited to, sublease and/or license agreements for the Premises. Sub-Lessor will have the right to review and approve all Policies and Procedures adopted by Sub-Lessee.

10. **APPOINTMENT OF TENANT REVIEW SUB-COMMITTEE.**

The Agency, and Sub-Lessee, shall initially, along with the City, appoint a Tenant Review Sub-Committee for the LVBC which shall consist of not less than three (3) persons consisting of at least the following: one member from the City or its designated representative, one from the Agency or its designated representative and one from the Sub-Lessee or its designated representative. The City, Agency and Sub-Lessee shall each retain the right to appoint or replace its representative member of the Tenant Review Sub-Committee throughout the term of the Sub-Lease.

11. **APPROVAL AND CONFORMITY OF INCUBATOR TENANTS.**

The Tenant Review Sub-Committee shall be responsible for reviewing prospective tenant applicants and determining which tenants will be eligible for the incubator program at the LVBC based upon the following, but not limited to, criteria:

a. Developed Business Plans.

b. Compliance with the City's Business Licensing.

c. Compliance with the City's Zoning Code.

Upon conformity to the above criteria and other criteria for tenants at the LVBC, each business tenant, on a case by case basis, shall, at the reasonable discretion of the Tenant Review Sub-Committee, be granted or denied acceptance into the incubator program at the LVBC.

12. **ANNUAL NON-APPROPRIATIONS CLAUSE**.

The payment of any operating costs subsidy by Sub-Lessor will be subject to an annual budget approval by the Agency Board, as well as, the availability of Agency funds.

13. **PREVAILING WAGE AND EMPLOYMENT PLAN REQUIREMENTS**.

Sub-Lessee acknowledges and agrees that:

a. The Premises are being leased to it in accordance with the Agency's powers pursuant to Nevada Revised Statutes (NRS) Chapter 279. As such, pursuant to NRS 279.500(2) any construction or renovation work done to Premises on behalf of Sub-Lessee will be subject to the provisions of NRS 338.010 to 338.090, inclusive, requiring the payment of prevailing wages, to the same extent as if the Agency had awarded the contract for the construction.

b. Prior to its execution of this Sub-Lease, Sub-Lessee has submitted to the Agency an Employment Plan that meets the requirements of NRS 279.482, as well as, the Employment Plan Policies and Procedures of the Agency (hereinafter the "Employment Plan").

c. Sub-Lessee will fully comply with all provisions of the Employment Plan, attached hereto as Exhibit "D".

14. **ECONOMIC DEVELOPMENT ADMINISTRATION DEED COVENANT**.

To the extent applicable to the Sub-Lessee's use of the Premises, Sub-Lessee acknowledges and agrees to fully comply with any all use restrictions for the Premises contained in the COVENANT OF PURPOSE, USE AND OWNERSHIP dated June 30, 1997 between the City of Las Vegas and the Economic Development Division, United States of America recorded July 2, 1997 in Book 970702 as Document No. 00649, Clark County Records, Nevada, a copy of which is hereto attached as Exhibit "E".

15. **ECONOMIC DEVELOPMENT ADMINISTRATION AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REQUIREMENTS**.

The construction of the LVBC by the City of Las Vegas was funded, in part, using grant funds from the Economic Development Administration (hereinafter "EDA") and the U.S. Department of Housing and Urban Development (hereinafter "HUD"). As a consequence of using EDA and HUD grant funds to construct the LVBC, the City is obligated by Federal law to comply with use restrictions and reporting requirements (hereinafter "Federal Grant Requirements") for as long as it owns the LVBC as further disclosed in the Federal Grant Requirements, Exhibit "F", attached hereto.

The Sub-Lessee hereby acknowledges the existence of the Federal Grant Requirements and agrees to fully comply with said requirements. In addition, the Sub-Lessee also agrees to provide its full cooperation to the Sub-Lessor (as requested) to meet the Federal Grant Requirements.

Lastly, the Sub-Lessee acknowledges and agrees that any other Sub-Lease or License Agreement for space in the LVBC will contain language (substantially the same as Exhibit "F") to require compliance with the Federal Grant Requirements.

16. **CONDITION OF PREMISES.**

The Premises are leased to Sub-Lessee on an "as-is" basis. Sub-Lesser makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that exist at the Commencement Date.

17. **LAWS, WASTE, NUISANCE.**

Sub-Lessee covenants that it:

a. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease.

b. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises.

c. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations.

d. Will not suffer, permit or commit any nuisance or waste on the Premises.

18. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

At any time during the Term or any Option Period, Sub-Lessee, subject to the prior written approval of Sub-Lesser and at the expense of Sub-Lessee, may make alterations, additions or improvements in and to the interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the interior of the Premises shall become part thereof and the sole property of Sub-Lessor, except that all moveable fixtures may be installed by the Sub-Lessee shall not become the property of the Sub-Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

19. SIGNAGE.

Sub-Lessee shall have the right to place and maintain one or more signs identifying its name on the existing monument sign located on the parcel for the Premises. All signage shall conform to the Design and Development Standards for the Las Vegas Enterprise Park contained in the Las Vegas Enterprise Park Declaration of Covenants, Conditions and Restrictions dated March 15, 1999 and shall be approved by Sub-Lessor and the Las Vegas Enterprise Park Architectural Review Committee prior to the placement of any sign at the Premises.

20. CHANGES TO COMPLEX.

Sub-Lessor reserves the right at all times to exercise reasonable control over and, from time to time, make changes, alterations or additions to the Premises. Sub-Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

21. ACCESS TO PREMISES.

Sub-Lessor shall have the right to place, maintain and repair utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and which are the Sub-Lessor's responsibility. Sub-Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers or tenants, and to make such repairs, additions, alterations or improvements as Sub-Lessor may deem desirable. Sub-Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Sub-Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises and Sub-Lessor shall have the right to use any and all means which Sub-Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Sub-Lessee from the Premises or any portion thereof.

22. **PAYMENT OF TAXES.**

Sub-Lessee hereby acknowledges and agrees that:

a. Sub-Lessor is a public entity in the State of Nevada and, therefore, not subject to taxation.

b. Sub-Lessor shall not be responsible for the payment of any real property taxes on or real property-related assessments to the Premises.

c. Sub-Lessor shall have no responsibility or liability to pay any personal property taxes assessed on any personal property brought upon or used by Sub-Lessee in connection with the Premises.

23. **COMPLIANCE WITH THE LAW.**

The Sub-Lessee shall promptly execute and comply with all applicable statutes, rules, orders, building codes, ordinances, requirements, and regulations of the city, county, state and federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Sub-Lessee for contesting the validity of any such regulations, rule or ordinance, provided the Sub-Lessee indemnifies the Sub-Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

24. **INDEMNIFICATION.**

Sub-Lessee will be responsible for, and will indemnify, defend and hold Sub-Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of the party's liability provided by law that results from Sub- Lessee's use of the Premises and that is caused by the actions or non-actions of Sub-Lessee, or any of their employees, servants or agent of Sub-Lessee.

25. **INSURANCE.**

The Sub-Lessee agrees to procure and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence; $2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the corresponding dates set forth in Section 2 hereof. The insurance policies shall name the Sub-Lessor and the City of Las Vegas as an additional insured.

26. WAIVER OF SUBROGATION.

Sub-Lessor hereby waives, and Sub-Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Sub-Lease, and the Sub-Lessor and Sub-Lessee each waives any right of subrogation that it might otherwise have against the other party.

27. SURRENDER OF PREMISES.

Upon expiration or other authorized termination of this Sub-Lease, Sub-Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Sub-Lessor and reasonable wear and tear, and shall deliver all keys to Sub-Lessor. Before surrendering the Premises, Sub-Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by lessee as may be specified for removal by Sub-Lessor, and shall repair any damage caused by such property or the removal thereof. If Sub-Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Sub-Lease, the same shall be deemed abandoned and shall become the property of Sub-Lessor.

28. HOLDING OVER.

Any holding over by Sub-Lessee, with Sub-Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month-to-month, terminable on one month's written notice by either party.

29. SALE OF PREMISES.

Sub-Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof. If reasonably possible, Sub-Lessor shall provide adequate notice of nay potential sale, conveyance or transfer of its interest in the premise or any portion thereof.

30. DAMAGE OR DESTRUCTION.

Sub-Lessee shall give prompt notice to Sub-Lessor in case of fire or accidents in or near the Premises.

a. If the Premises are partially damaged by fire or other casualty, Sub-Lessor shall repair such damage at its cost, subject to Sub-Lessor's option contained in subsection c of this Section.

b. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Sub-Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Sub-Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Sub-Lessor may, at its option, within thirty (30) days after such damage or destruction, give Sub-Lessee written notice thereof and this Sub-Lease shall thereupon be cancelled effective as of the date of the occurrence of such damage or destruction.

c. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Sub-Lessee, there shall be no abatement of rent.

31. LIENS AND ENCUMBRANCES.

Sub-Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances.

32. ASSIGNMENT AND SUBLETTING.

Sub-Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Sub-Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Sub-Lessee, or sublet the Premises other than as described in Section 8 above, or any part thereof, without the prior written consent of Sub-Lessor. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

33. BREACH, DEFAULT AND REMEDIES.

If Sub-Lessor or Sub-Lessee fails to perform or comply with any covenant, term or condition that this Sub-Lease requires said party to perform or comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach.

The remedies provided for in this Sub-Lease shall be cumulative, and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

34. FORCE MAJEURE.

Sub-Lessor and Sub-Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

35. **NO WAIVER.**

Failure of either the Sub-Lessor or Sub-Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Sub-Lease shall be deemed to have been waived by Sub-Lessor/Sub-Lessee unless such waiver is in writing.

36. **PROVISIONS BINDING.**

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns.

37. **NON-DISCRIMINATION.**

Sub-Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

38. **ENTIRE LEASE.**

This Sub-Lease, including any exhibits attached hereto, sets forth the entire Sub-Lease between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

39. **AMENDMENT OR MODIFICATION.**

No amendment to or modification of this Lease shall be binding upon Sub-Lessor or Sub-Lessee unless it has been reduced to writing.

40. **CAPTIONS AND SECTION NUMBERS.**

The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

41. **NOTICES.**

Any notice, demand, request, or other instrument which may be or is required to be given under this Sub-Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following address or to such other addresses as the parties may from time to time designate in writing:

If to the Sub-Lessor: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attention: Operations Manager

If to the Sub-Lessee: Urban Chamber of Commerce
1951 Stella Lake Street
Las Vegas, NV 89106
Attention: President

42. **TERMINATION.**

Notwithstanding any of the provisions of Section 32 above, this Sub-Lease may be terminated prior to the expiration of the Term if the purpose of this Sub-Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party.

43. **DISCLOSURE OF PRINCIPALS**.

Pursuant to Resolution RA-4-99 adopted by the City of Las Vegas Redevelopment Agency effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Exhibit "G", all principals, including, partners or members of Sub-Lessee, as well as all persons and entities holding more than one percent (1%) interest in Sub-Lessee or any principal, partner or member of the same. Throughout the Term hereof, Sub-Lessee shall provide written notification of any material change in the above disclosure within fifteen (15) days of any such change.

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IN WITNESS WHEREOF, the parties hereto have executed this Sub-Lease as of the day and year first above written.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

"Sub-Lessor"

BY______________________
OSCAR B. GOODMAN, Chairman

ATTEST:

____
~~BEVERLY K. BRIDGES, MMC~~
~~Secretary~~ VICKY SKILBRED, CMC
Acting Secretary

APPROVED AS TO FORM:

______________________ 3/9/10
DEPUTY CITY ATTORNEY/DATE

URBAN CHAMBER OF COMMERCE

"Sub-Lessee"

By______________________
DEBRA NELSON, President

Exhibit "A"

Site Map

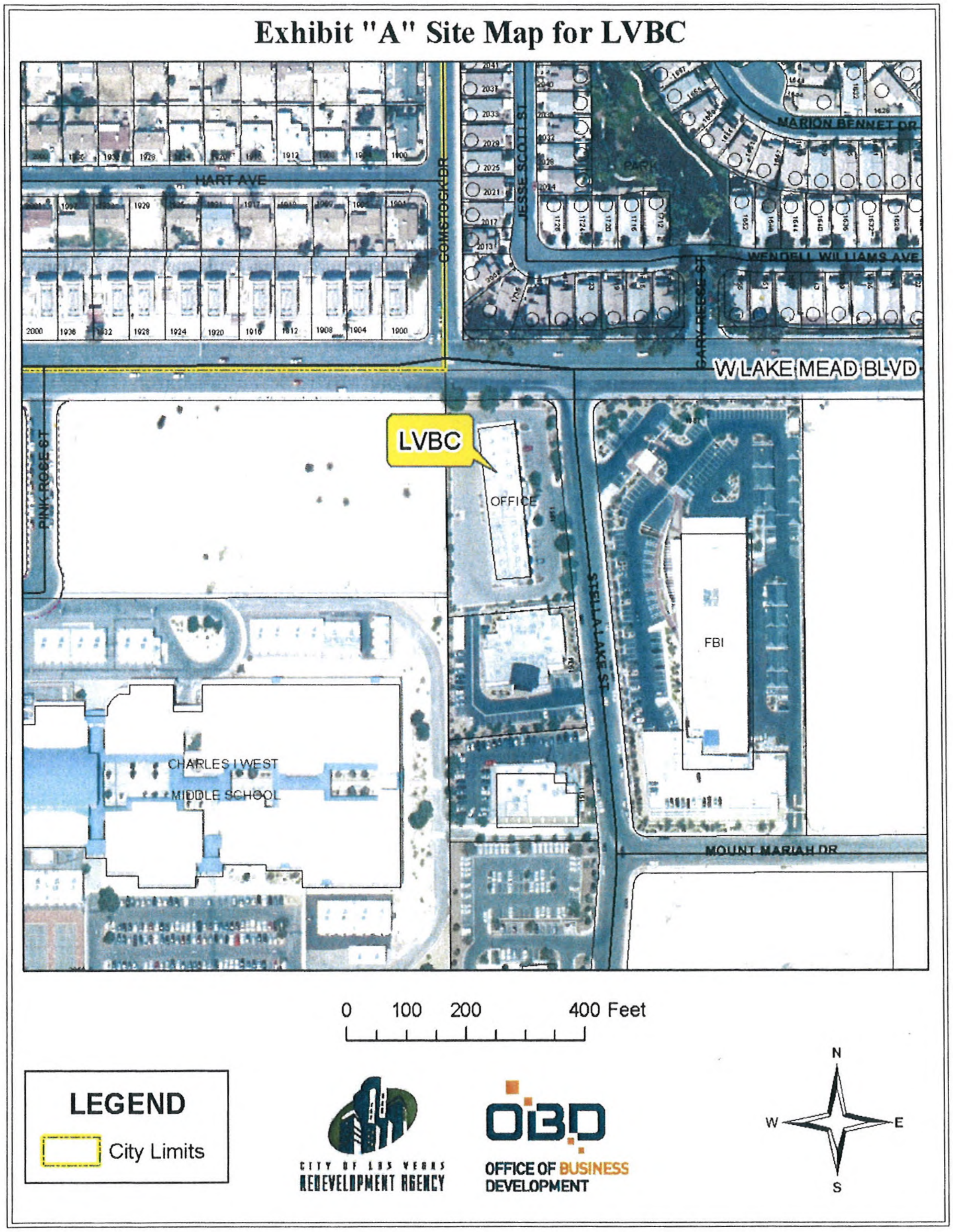
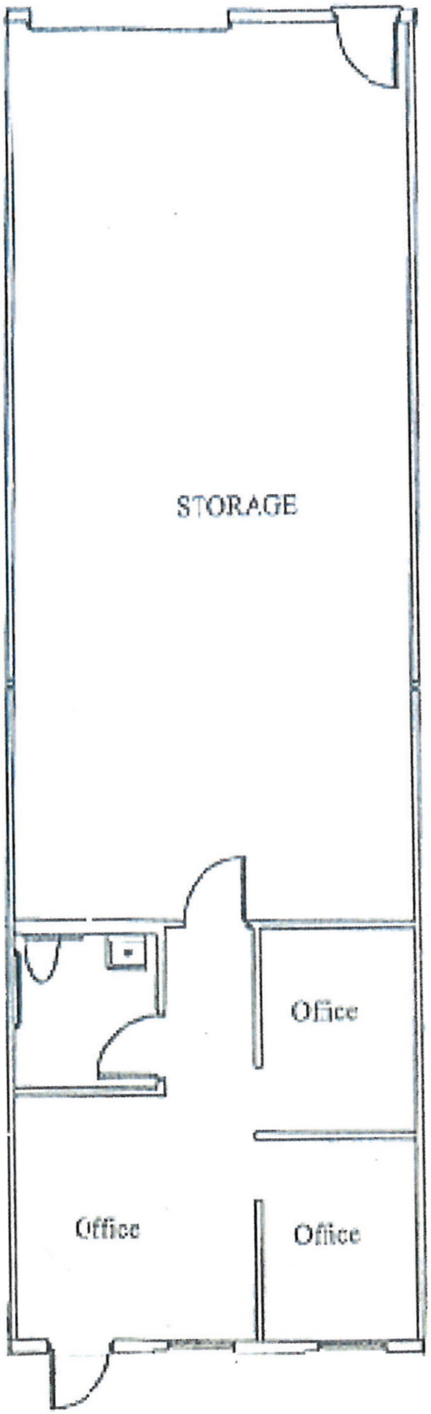


Exhibit "B"

<u>Premises – Floor Plan</u>



Suite 9

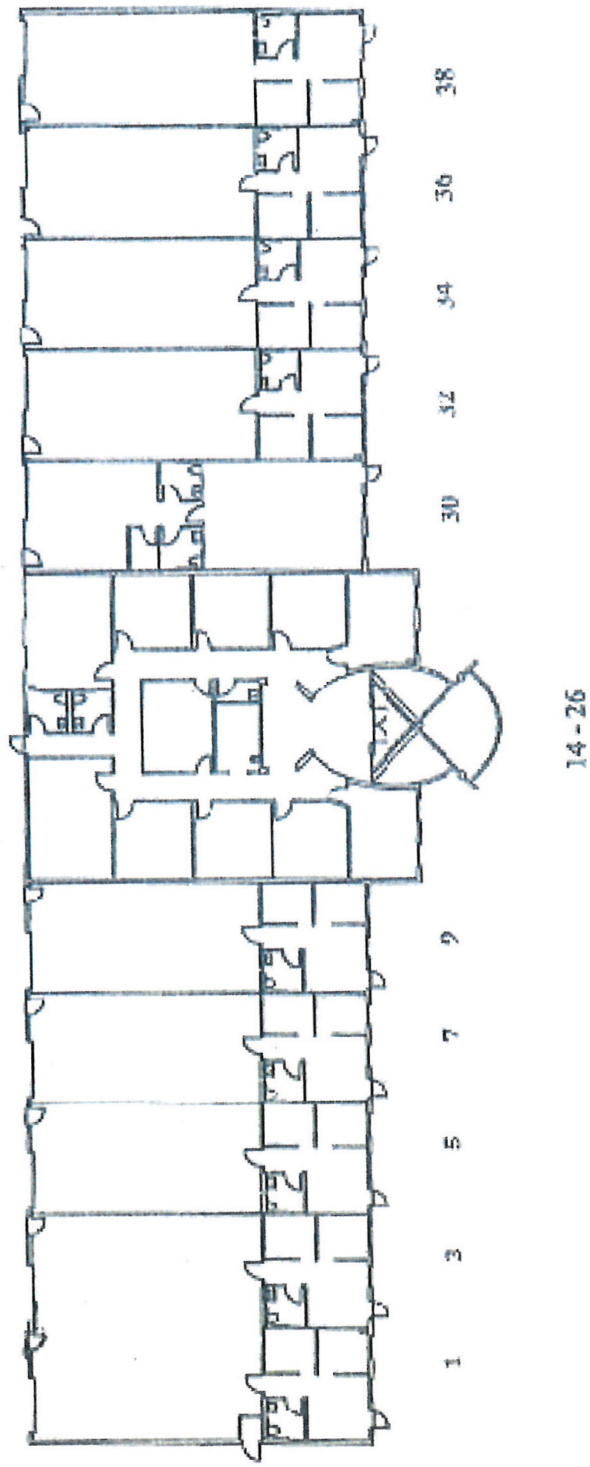


Exhibit "C"

Incubator Space – Floor Plan

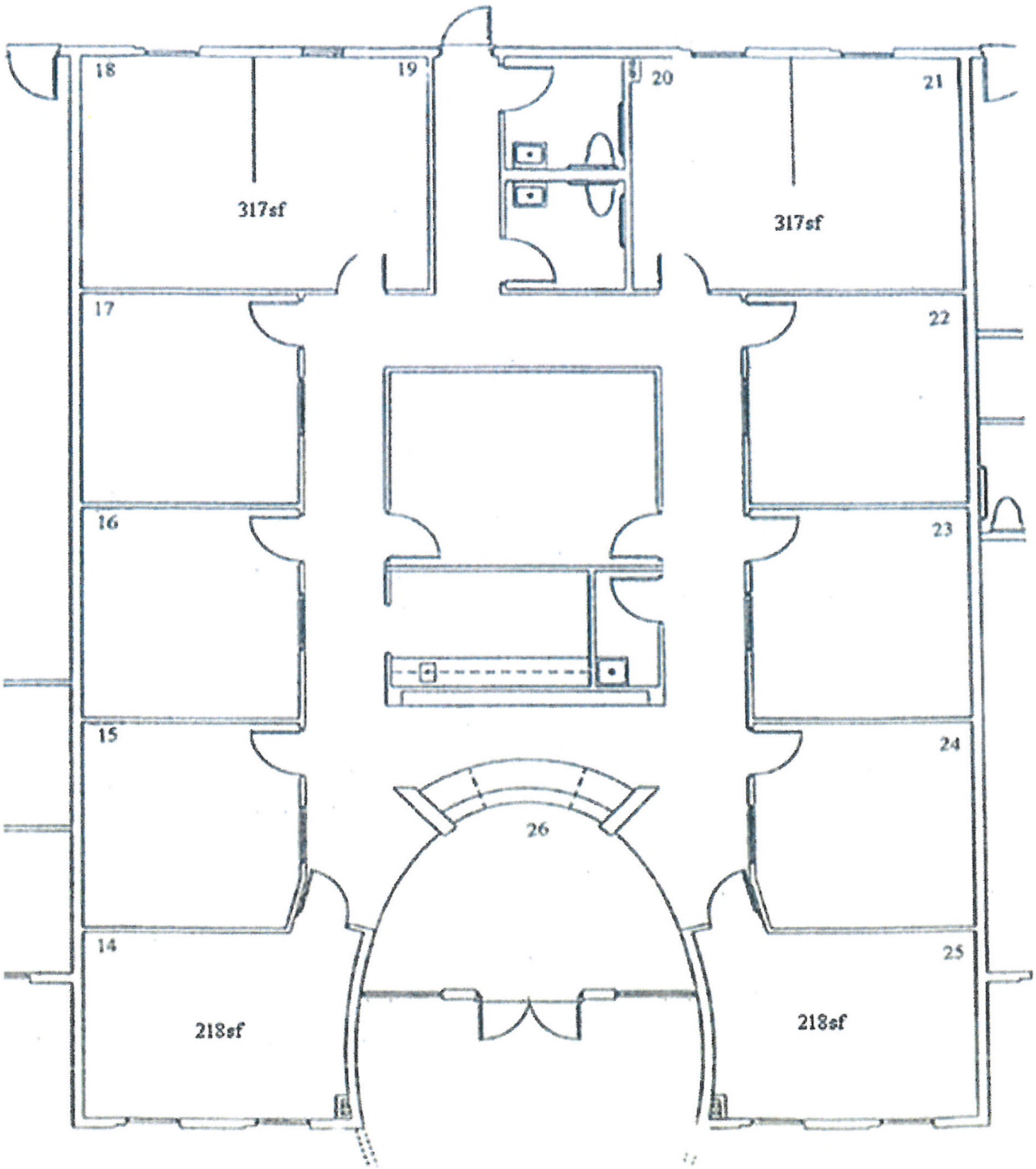
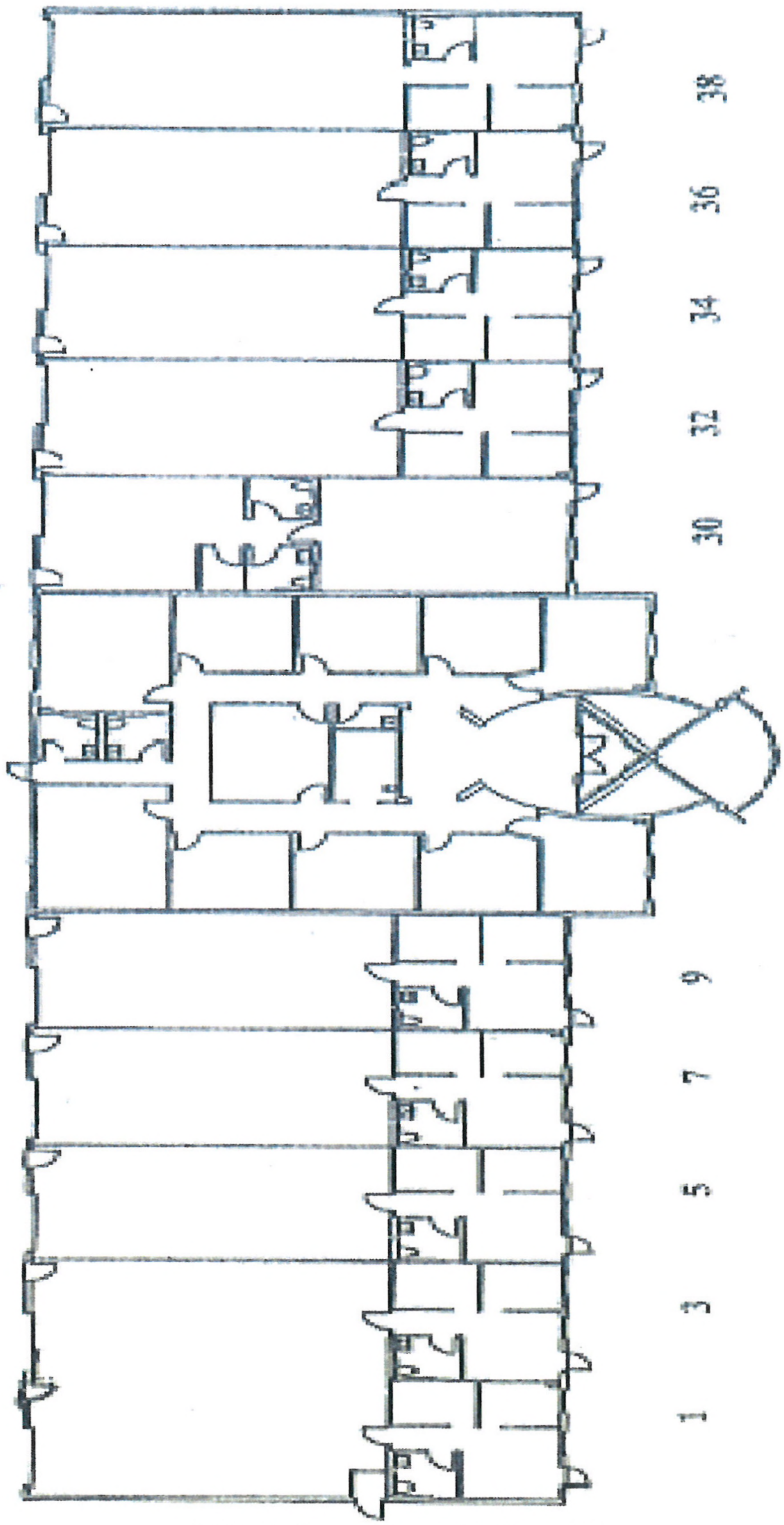


Exhibit "C-1"

Sub-Lease Space - Floor Plan



Suites 1, 3, 5, 7, 9, 32, 34, 36 and 38

Exhibit "C-2"

Common Area - Floor Plan

Suite 30

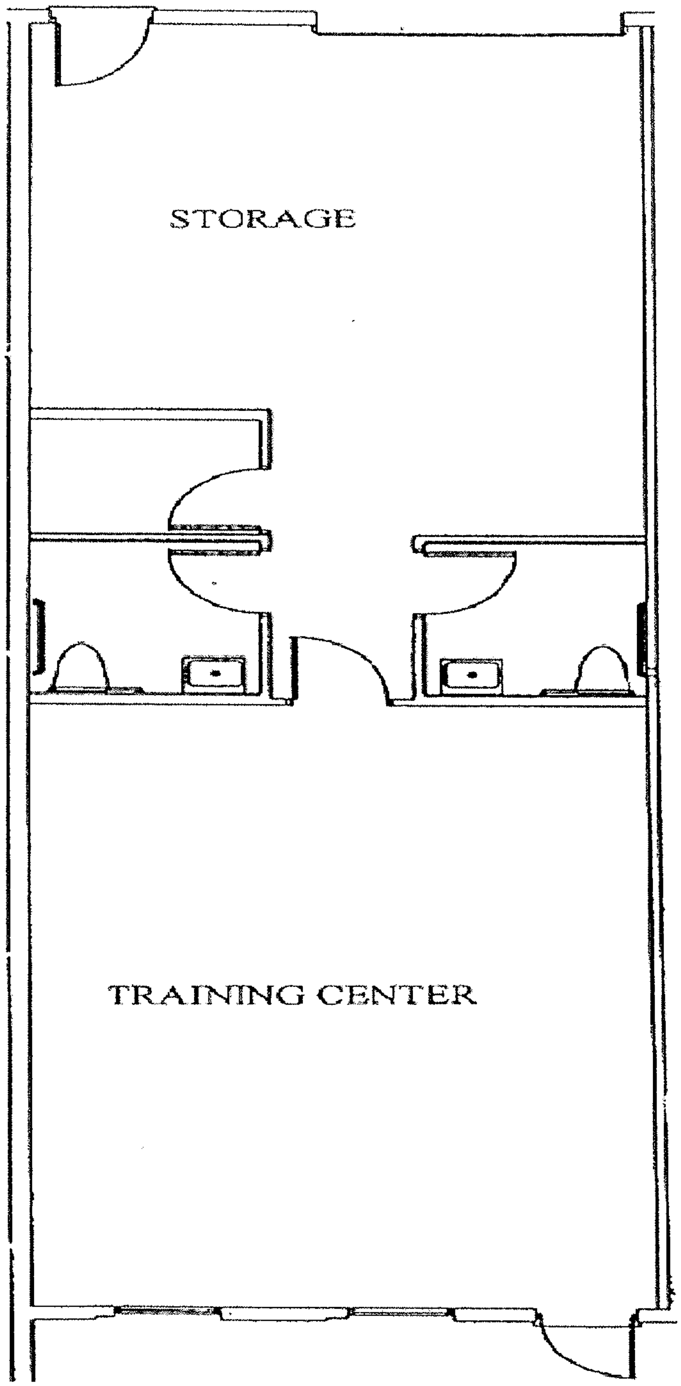


Exhibit "D"

EMPLOYMENT PLAN

The Employment Plan of the Urban Chamber of Commerce ("Urban Chamber") is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") dated June 3, 1992, and amended June 6, 2001 (See Attachment 1). The intent of the Policy is that projects which benefit from redevelopment funds create new jobs for residents of the Redevelopment Area and the City of Las Vegas Special Impact Area. This Employment Plan outlines the steps to be taken by the Urban Chamber to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women.

The Plan herein is divided into two parts, as contemplated by the Policy. Since the Urban Chamber is an entity which is proposing to inhabit commercial, office or retail space, it hereby submits an employment plan in its capacity as a "developer." In addition, the Urban Chamber as a prospective owner/lessee of space which will have been acquired by use of redevelopment funds, hereby submits an employment plan in its capacity as a "owner/lessee" of the Project.

PART I

Developer Employment Plan

The Development Employment Plan shall apply during the sub-lease phase of the Project.

1. Description of the Project. The "Project" to be managed and operated by the Urban Chamber will consist of one building and related facilities that will be house the Urban

Chamber as sub-lessee and will be a site to aid the development of disadvantaged businesses. The site will also be use to provide mentoring and development programs to aid the success of developing businesses. This Project will be located at 1951 Stella Lake Street.

2. Contracts for Construction of the Project. The Urban Chamber will promote the utilization of women, minority, disabled, and veteran-owned business enterprises at the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity Contracting Policy" (see Attachment 2). These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran-owned businesses expressed as a proportion of the total dollar value of bids. While it is difficult to give an exact number of jobs to be created as a result of the Project, it is estimated that a minimum of 20 new 60 jobs could be created.

The Policy requests a list and the amount of contracts to be let for contracted services offered by the Project. Since the Urban Chamber has not yet caused the bid documents to be prepared, it is premature to identify the subcontracts and material agreements that will be required for the Project. When such is determined, the Urban Chamber, through its representative, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans ("MWDV") business firms. Bid documents will then be completed and disseminated, using the City's Minority Vendors Directory, as described below. It is anticipated that these documents will be prepared approximately three months after the signing of the Disposition and Development Agreement. At such time, the Urban Chamber will submit an Addendum to this Plan identifying the construction contracts.

3. Manner of Involving MWDV Businesses. The Urban Chamber hereby certifies that, for the purposes of the Project, it shall instruct its Office Manager to use the City's Minority Vendors Directory to locate potential subcontractors and suppliers. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, the Urban Chamber will perform the following tasks to assure good faith compliance with the Policy:

(viii) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(ix) Contact and coordinate with the City's Minority Business Officer and Redevelopment Agency representatives to obtain lists and information concerning City's certified MWDV owned business enterprises;

(x) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises;

(xi) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible that will comply with NRS 332;

(xii) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements; and

(xiii) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance.

PART II

Build-to-Suit Owner/Lessee Employment Plan

The Build-to-Suit Owner/Lessee Employment Plan shall apply to the Urban Chamber's hiring of new permanent employees during the Project. In this regard, the Urban Chamber hereby discloses that its intent is to offer employment at the Project upon completion to most if not all of its existing employees at the Existing Facility (the "Existing Employees") and therefore Part II of this Employment Plan shall apply only to those new positions created by the new Project that are NOT filled by the Existing Employees.

4. Description of Existing Opportunities for Employment within the Area. Prior to construction of the Project, the Urban Chamber believes that the existing employment opportunities in the area are limited and of the limited employment opportunities that are available, even fewer are in the banking area

5. Estimate and Description of New Jobs Created as a Result of the Project. It is estimated that approximately 3 new permanent jobs will be created as a direct result of the Project in addition to retaining 4. However, as previously mentioned many of these jobs may be filled by Existing Employees of the Urban Chamber. It is anticipated that new full-time and part-time jobs may be created for curriculum developer, technology specialist and incubator manager.

6. Description of the Steps to be Taken to Achieve Objectives. It is the intent of the Urban Chamber to fill as many as possible new permanent jobs created as a direct result of the Project by residences in the targeted areas who are economically disadvantaged,

physically handicapped, members of racial minorities, veterans, and women. A variety of steps are planned in order to meet this objective. First, the Urban Chamber will endeavor to advertise in newspapers of general circulation, trade association papers and MWDV focused media concerning new permanent employment opportunities associated with the Project whenever it is reasonably practicable under the circumstances.

Second, the Urban Chamber (and its tenants, if any, in the Project) will endeavor to utilize one or more of the following referral agencies to seek assistance in identifying qualified job applicants;

(a) Nevada Employment Security Department;

(b) Nevada Business Services, Inc.;

(c) Urban Chamber of Commerce;

(d) Latin Chamber of Commerce;

(e) Las Vegas Indian Center;

(f) Endeavor / March of Dimes;

(g) Nevada Welfare Department;

(h) Women's Development Center;

(i) St. Vincent's Job Desk;

(j) Community College of Southern Nevada;

(k) Bureau of Vocational Rehabilitation of Southern Nevada;

(l) Dr. Martin Luther King, Jr. Committee;

(m) Nevada Partners;

(n) The City of Las Vegas Housing Authority;

(o) The Governor's Committee on Employment for Individuals with Disabilities;

(p) Southern Nevada Homeless Coalition;

(q) Key Foundation;

(r) Military Veterans Volunteer Center;

(s) Southern Nevada Disenfranchised Veterans Consortium;

(t) Veterans Administration (VA);

(u) Lowden Veterans Center and Museum / CONVO;

(v) National Action Network;

(w) State of Nevada Casual Labor Office;

(x) Las Vegas Rescue Mission;

(y) Sign Snow;

(z) Such other referred agencies that are suitable, as determined by the City Manager for the City of Las Vegas, or their designee.

Further, the Urban Chamber will contact the Minority Business Officer in the Purchasing and Contracts Division of the Department of Finance and Business Services for the City of Las Vegas and Redevelopment Agency officials to obtain assistance in its hiring activities.

7. The Urban Chamber shall pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.

8. The Urban Chamber will notify in writing one or more of the referral agencies of job positions which are initially available for hire at least 30 working days prior to

anticipated initial hiring dates. Thereafter, for the filling of subsequent positions, the Urban Chamber will endeavor to give all previously responsive agencies a notification in writing within a reasonable time prior to the anticipated hiring dates. Both of the above-referenced notifications will include a description of the required job qualifications, the rate of pay, the anticipated hiring date and the date by which the referral agency must refer qualified applicants in order to be considered for hiring. The Urban Chamber will copy the Redevelopment Agency on all such written correspondence.

9. The Urban Chamber will work closely with the agencies designated in item 3 to provide them the information needed for the agencies to design and establish programs to train and upgrade the skills of qualified employees to fill the needs of their businesses. The Urban Chamber will make a good faith effort to provide the information in advance of the need for the employees in order to provide a meaningful opportunity to provide training for the jobs.

10. Pursuant to Section H of the Employment Plan Policy, The Urban Chamber will submit quarterly reports to the Redevelopment Agency for the duration of the Disposition and Development Agreement between the Redevelopment Agency and Urban Chamber, demonstrating its compliance with the requirements of the Employment Plan. Urban Chamber shall not charge for copies of the reports.

Exhibit "E"

70702.00649 015

(6)

COVENANT OF PURPOSE, USE AND OWNERSHIP

This COVENANT OF PURPOSE, USE AND OWNERSHIP dated the 30th day of JUNE, 1997, by and between CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, whose address is 400 East Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter with its successors and assigns called "Grantee" or "City"); and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D.C. 20230 (hereinafter with its successors and assigns called "EDA" or "Government"):

RECITALS:

WHEREAS, Grantee submitted an application, designation as EDA Project No. 07-01-03025, for financial assistance pursuant to the Public Works and Economic Act of 1964, as amended (P.L. 89-136, 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant, dated July 28, 1987, EDA offered to Grantee a grant in the amount of Eight Hundred Forty-Eight Thousand and No/100ths Dollars $848,000.00 (hereinafter called "Grant Amount") to assist in financing the construction of the Las Vegas Business Center, a multi-tenant, light industrial/office building with infrastructure improvements (hereinafter called "Project"); and

WHEREAS, said Project included acquisition of and/or specifically improving the real property located at 1001 W. Owens Avenue, Las Vegas, Nevada (hereinafter with all improvements thereon called "Old Site"); and

WHEREAS, on September 3, 1987, Grantee accepted the Offer of Grant subject to certain terms and conditions, pursuant to which Grantee covenanted and agreed to comply with the applicable requirements of 13 Code of Federal Regulations, Part 314 (hereinafter called "Grant Agreement"); and

WHEREAS, the Grant Agreement provides the purposes for which the Grant Amount may be used and provides, inter alia, that Grantee will not sell, lease, mortgage, or otherwise alienate any right to or interest in the Old Site, or use the Old Site for purposes other than and different from those purposes set forth in the Grant Agreement and the application made by Grantee therefor (hereinafter called "Project Purposes"), such alienation and use being prohibited by 13 CFR Part 314 and 15 CFR Part 24, or Office of Management and Budget Circular A-110, Attachment N; and

WHEREAS, EDA is not authorized to permit Grantee to use the Old Site for purposes other than the Project Purposes or to lease, transfer, convey, mortgage or hypothecate the Project to

RETURN TO

CITY OF LAS VEGAS
ATTN: CITY MANAGER
400 EAST STEWART AVE 10th FLOOR
LAS VEGAS, NV 89101

any party which is not eligible to receive an EDA grant under the authority of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. 3121, unless EDA is repaid its fair of the market value of the Project; and

WHEREAS, Grantee, as owner of all or part of the Old Site, executed a certain Covenant of Purpose, Use and Ownership, dated April 1, 1989, and recorded May 3, 1989, as Document No. 00542 in Book 890503 of Official Records, Clark County, Nevada ("Old Covenant") affecting real property so as to constitute notice to all persons of any and all restrictions on title to use of the Project and all or part of the Old Site; and

WHEREAS, on or about May 1992, the Old Site was totally destroyed by fire and the City received a certain amount of insurance proceeds due to the destruction by fire ("Proceeds"); and

WHEREAS, the City intends to use the Proceeds to construct a new Las Vegas Business Center which will now be known as the "New Project"; and

WHEREAS, the New Project includes improving real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements thereon called "Property"); and

WHEREAS, EDA has agreed to release the City from the Old Covenant as long as this Covenant is recorded in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to use the New Project and all or part of the real property described in Exhibit "A" attached hereto; and

WHEREAS, the Clark County Recorder's Office located at 500 South Grand Central Parkway, Las Vegas, Nevada 89155 is the proper office to record this Covenant;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and of other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, and to assure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Grantee, Grantee hereby covenants and agrees as follows:

1. The expected useful life of the New Project is twenty (20) years as determined by Carpenter Sellers Associates [see 13 CFR 314.6(a)], per Exhibit "B".

2. Grantee agrees that for twenty (20) years from the date of this Covenant, Grantee will not sell, transfer, convey or mortgage any interest in the real property acquired or improved in whole or in part with the funds made available through this Grant nor shall Grantee use

the Property for purposes other than the Project Purposes without the prior written approval of the Assistant Secretary, Economic Development Administration. Such approval may be withheld until such time as Grantee first pays to EDA the amount of the grant funds disbursed or, at the option of the Government, the Government's fair share of the Property as provided in the Code of Federal Regulations, Title 13, Part 314, Subpart A. The Government's fair share of the Property shall be the amount computed by multiplying the percentage of the Federal participation in the total cost of the grant program to the fair market value of the Property at the time of the unauthorized use or conveyance of the Property.

3. Grantee further covenants that in the event the Property is used for purposes other than the Project Purposes, or sold, leased, transferred, conveyed or mortgaged without the prior written approval of the Assistant Secretary, Grantee will compensate the Government in the amount of the grant funds disbursed or at the option of the Government, the Government's fair share of the Property as described above.

4. Grantee acknowledges that, as a prerequisite to using the Proceeds for construction of the New Project, Grantee shall execute and place on record against the Property acquired or improved in whole or in part with the funds made available through this Grant or made available as Proceeds from insurance on the Old Site, a Covenant of Purpose, Use and Ownership. Grantee further agrees that whenever the Property is sold, leased or otherwise conveyed pursuant to the Code of Federal Regulations, Title 13, Part 314, Subpart 3(a)(1), Grantee or the transferor shall add to the document conveying such interest a Covenant of Purpose, Use and Ownership. EDA will in its sole discretion determine whether the Covenant is satisfactory. EDA may require an opinion of counsel for Grantee that the Covenant is valid and enforceable according to its terms and has been properly recorded.

5. The parties stipulate and agree that the terms hereof constitute a reasonable restraint on alienation of use, control and possession of or title to the Property given the Federal interest expressed herein.

6. This Covenant shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the day and

...

...

...

year first above written by their duly authorized officer.

CITY OF LAS VEGAS

By:
JAN LAVERTY JONES, Mayor
"Grantee/City"

ATTEST:

BARBARA JO RONEMUS, City Clerk
By: Sandra R. LeBoeuf
Chief Deputy City Clerk

APPROVED AS TO FORM:

6/10/97
Date

ECONOMIC DEVELOPMENT
ADMINISTRATION, UNITED
STATES OF AMERICA

By: A. LEONARD SMITH
Its: Regional Director, EDA

"EDA/Government"

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

On this 30th day of June, 1997, before me personally appeared JAN LAVERTY JONES, known to me to be the Mayor of the CITY OF LAS VEGAS, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned and on oath stated that she was authorized to execute said instrument.

NOTARY PUBLIC, in and for said County and State
My Commission Expires: 7-25-97

BEVERLY K. BRIDGES
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires July 25, 1997

STATE OF Washington }
} ss.
COUNTY OF King }

Before me, a Notary Public, appeared A. Leonard Smith known to me to be the Regional Director of the ECONOMIC DEVELOPMENT ADMINISTRATION, an Agency of the United States Government, who by me being first duly sworn, acknowledged that she/he signed the foregoing instrument before me on the 6th day of June, 1997, as the act and deed of such Agency.

NOTARY PUBLIC, in and for said County and State
My Commission Expires: 5/22/99

EXHIBIT "A"

Legal Description

That portion of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Lot 5 of the LAS VEGAS ENTERPRISE PARK, a Commercial Subdivision, on file in Book 70 of Plats, Page 98 of Clark County, Nevada Records, described as follows:

BEGINNING at the Northwest corner of Lot 5 of said LAS VEGAS ENTERPRISE PARK;
THENCE along the North line of said Lot 5, South 89°32'57" East a distance of 161.75 feet of the beginning of a tangent curve, concave Southwesterly and having a radius of 25.00 feet;
THENCE Southeasterly along said curve through a central angle of 90°00'00", an arc distance of 39.27 feet to the East line of said Lot 5;
THENCE along the East line of said Lot 5, the following three (3) courses;
1) THENCE tangent to said curve, South 00°27'03" West a distance of 14.78 feet to the beginning of a tangent curve, concave Easterly and having a radius of 280.00 feet;
2) THENCE Southerly along said curve through a central angle of 05°26'57", an arc distance of 26.63 feet;
3) THENCE tangent to said curve, South 04°59'54" East a distance of 273.64 feet;
THENCE South 85°00'00" West a distance of 214.33 feet to the West line of said Lot 5;
THENCE along said West line, North 00°20'56" East a distance of 359.14 feet to the POINT OF BEGINNING.

P:\HOME\VAUTHAVG\REDTLP\EDA-1.EXA

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LAS VEGAS CITY
07-02-97 10:05 PAR 6
OFFICIAL RECORDS
BOOK: 970702 INST: 00649
FEE: .00 RPTT: .00

Exhibit "F"

Federal Grant Requirements

I. NON-RELOCATION:

It is understood and agreed that 34% of the funds to reconstruct the LVBC were received by means of a grant from EDA. Sixty-six percent (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be leased to a company, which has relocated its facility from one commuting area to another. Sub-Lessee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area to the LVBC. Sub-Lessee agrees to comply with EDA policies concerning nonrelocation by furnishing to Sub-Lessor, on a form provided by Sub-Lessor, a properly executed "Employer's Certificate of Nonrelocation," the form of which will be provided by the City of Las Vegas (City).

This condition does not apply to businesses which:

(i) relocated to the area prior to the date of the applicant's application for lease;

(ii) have moved or will move into the area primarily for reasons which have no connection to the lease of the Las Vegas Business Center;

(iii) will expand employment in the Las Vegas Valley area substantially beyond employment in the area in which the business had originally been located;

(iv) are relocating from technologically obsolete facilities to be competitive;

(v) are expanding into the Las Vegas Valley area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

(vi) are determined by EDA to be exempt (13 CFR Section 316.4(b).

II. JOB CREATION AND RETENTION:

Sub-Lessee agrees to comply with the following requirements concerning job creation and/or retention:

a) Sub-Lessee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the Sub-Lessee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the Sub-Lessee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The Sub-Lessee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

III. <u>RECORDS TO BE MAINTAINED</u>:

Each Sub-Lessee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Lessee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the Lessee may substitute evidence that the assisted person is homeless; or the Lessee may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR §570.3, as specified on the Self Certification Form For Family Income, the form of which will be provided by the City; or the Sub-Lessee may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Sub-Lessee shall provide the documentation described in either paragraph 5(a)(1)(A) or (B) of this section.

A. Where the Sub-Lessee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education:

b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and

c) A description of actions to be taken by the Associate and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and

(2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular job; and which low- and moderate-income persons were hired.

B. Where the Sub-Lessee chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and

b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.

(2) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and

(3) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.

(ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:

A. Evidence that in the absence of CDBG assistance, jobs would be lost;

B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) which are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;

D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and

E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

(i) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides or in which the business is located, the Sub-Lessee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable.

Exhibit "G"

DISCLOSURE OF PRINCIPALS

The principals and partners of Urban Chamber of Commerce and all persons and entities holding more than 1% (one percent) interest in Urban Chamber of Commerce are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Debra Nelson	1048 W. Owens Avenue	(702) 648-6222
President	Las Vegas, NV 89106	
2. Jerrie Merritt	1048 W. Owens Avenue	(702) 648-6222
Vice President	Las Vegas, NV 89106	
3. Al Barber	1048 W. Owens Avenue	(702) 648-6222
Treasurer	Las Vegas, NV 89106	
4. Janice Spears-Turk		1048 W. Owens
Avenue	(702) 648-6222	
Secretary	Las Vegas, NV 89106	
5. Dr. Bill Dougan	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
6. Tony Gladney	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
7. Napoleon McCallum		1048 W. Owens
Avenue	(702) 648-6222	
Board Member	Las Vegas, NV 89106	
8. Eric James	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
9. Diane H. Pollard	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
10.	Aaron Ford	1048 W. Owens
Avenue	(702) 648-6222	
Board Member	Las Vegas, NV 89106	

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

By: Debra Nelson

Its: President

Subscribed and sworn to
before me this

9th day of March, 2010

Jill Gravelle

Notary Public

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My appt. exp. Mar. 11, 2013