LICENSE AND MANAGEMENT AGREEMENT
Las Vegas Incubator

THIS LICENSE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this 7TH day of MARCH, 2011, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body and corporate of the State of Nevada (hereinafter "Agency"), and SERVICE CORPS OF RETIRED EXECUTIVES ASSOCIATION, a Nevada non-profit, (hereinafter "Licensee").

WITNESSETH:

WHEREAS, City of Las Vegas ("City") owns the Urban Chamber of Commerce Business Development Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City previously established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City and Agency both desire to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City has leased the Business Center to Agency in order for Agency to make available to Licensee, by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the "purpose of the EDA grant") was to construct a light industrial/office building for multiple Licensees in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations and maintenance of the Incubator are provided through the contribution of funds from the Agency; and

WHEREAS, this Agreement is consistent with the purpose of the Agency;

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

1. **AGREEMENT OF PREMISES:**

Subject to the provisions of this Agreement, Agency hereby licenses to Licensee, and Licensee hereby licenses from Agency, the use of certain space within the Business Center commonly known as 1951 Stella Lake Street, specifically, the rear of Suite 30, Las Vegas, Nevada. The rear of Suite 30 in the Business Center (hereinafter the "Premises") consists of approximately 500 square feet and its location and dimensions are shown particularly on the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Premises shall include the following: Four (4) offices and a reception area with phone and electrical outlets.

It is understood and agreed by Licensee that private offices will be available for license only by Licensee which will be occupied at least 50% of each work week either by the Licensee or the Licensee's employees or associates, with the exception of occasional vacations or business trips out of town. In the event that the office areas or cubicles will be occupied less than 50% of the work week as described earlier in this Section, then the Licensee agrees that it license will be amended to occupy shared or cubicle space.

2. **TERM:**

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a twelve (12) month basis not to exceed four (4) consecutive12 month periods. The term shall begin on March 1, 2011, (the "Commencement Date").and shall end on February 28, 2015. In the event that either Agency or Licensee desires to terminate this Agreement, Agency (or its designated representative) or Licensee shall terminate this Agreement by providing one (1) month prior notice without cause. Such notice will not negate the obligations of the Licensee to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed four (4) 12 month periods from the Commencement Date.

3. **OBLIGATIONS OF THE AGENCY:**

Agency or its designee will provide the Premises and services as detailed in this section. The services ("Services") shall include:

a) all utilities;

b) basic telephone system and hi-speed internet service;

c) staff support;

d) shared computer printer;

e) fax and copy machines; and

f) limited reception services.

4. **OBLIGATIONS OF THE LICENSEE:**

In exchange for the payment of the License Fee to Agency for the Premises and Services provided by this Agreement, Licensee agrees to the following:

a) Licensee will provide staff, and others as required, to manage the SCORE Office on a daily basis;

b) Licensee's staff will be available on a scheduled basis to provide information to the public and Urban Chamber of Commerce Business Development tenants about small business initiatives;

c) Licensee, through its donations and endowments from other organizations, will provide computers and software, as well as books and videos that will be available for the use of the public and the Urban Chamber of Commerce Business Development tenants. Information and data will be related to running or operating a small business, including writing a business plan and other business-related programs;

d) Licensee's staff will provide mentoring services and other resources conclusive of the following to the Urban Chamber of Commerce Business Development Center tenants: Business Planning, Financial Planning, Counseling, Marketing, Workshops, and Seminars.

5. **MINIMUM LICENSE FEE:**

Licensee agrees to pay Agency at such place as Agency may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly license fee, the sum of One Dollar and No/Hundredths ($1.00) in advance, on the first day of each calendar month of the Agreement.

Licensee agrees to pay Agency, on March 1, 2011, the first full month's license fee and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. License Fee payments made by Licensee to Agency may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Licensee shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to Agency, as additional license fee, together with Licensee's next monthly license fee payment.

6. **NON-RELOCATION:**

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (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 on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Licensee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Licensee agrees to comply with EDA policies concerning nonrelocation by furnishing to Agency, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by Agency.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Licensee's application for Agreement;

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

(iii) will expand employment in the 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 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).

7. **CONDITION OF PREMISES:**

The Premises are leased to Licensee on an "as-is" basis, except that Agency warrants that the building complies with applicable building-related codes. Agency makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

8. **LICENSE FEE DEFINED:**

The term "license fee" as used in this Agreement means the minimum license fee as described in Section 5, any license fee adjustment to reflect increases or decreases in the area of the Premises, any additional license fees, any amounts to be reimbursed by Licensee and any and all other sums, no matter how designated, that are required to be paid by Licensee under this Agreement.

9. **LATE CHARGES:**

In the event Licensee is delinquent in the payment of license fee for a period in excess of ten (10) days, there shall be added to the license fee a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

10. **USE OF PREMISES:**

A. Licensee agrees to use the Premises solely for the purpose of conducting administrative functions associated with providing mentoring and counseling services and other services mentioned in section four (4), which must be approved by the City's Business Services Division for a business license and said license must be duly issued. Except as expressly consented to in writing by Agency, Licensee shall not use or permit the Premises to be used for any other purpose, and shall not operate under any name, other than those which are set forth in this Section 10. Licensee shall not, under any conditions, store any hazardous substances in the office area. In addition, Licensee agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Licensee agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of Agency.

B. In addition, Licensee agrees to not add any computer software, hardware, or any other computer materials to the Agency-owned computer without written consent of Agency. If Licensee elects to install software in addition to that provided with the computer and receives written permission, Licensee will be fully responsible for the maintenance of the additional software. In addition, should any additional installation of software to the computer cause problems with the original system, Licensee will be responsible for repairs. Under no circumstances is Licensee to add/install/remove any hardware to the system, nor is the Licensee allowed to copy any of the originally installed software for use on other computers.

C. Licensee agrees to use reasonable caution and respect other Licensees' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Licensee agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E. Licensee agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired).

11. **LAWS, WASTE, NUISANCE:**

Licensee covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

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; and

D. Will not suffer, permit or commit any nuisance or waste.

12. **CHANGES TO AND OPERATION OF BUSINESS CENTER:**

Agency reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Agency shall endeavor to do so with a minimum of disruption to Licensee's rights under this Agreement. This Section does not diminish Licensee's right to seek any remedy available at law or in equity for injury or damage that Licensee may suffer because of Agency's alteration of the interior of the Premises.

Agency shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Agency to the building in which the Premises are located. If Agency is required to make structural repairs by reason of Licensee's negligent act or omission, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder. Agency's obligation of repair as provided for herein is expressly conditioned upon Agency's receipt of written notice, given in the manner set forth in Section 41, of the need for such repair. Agency shall have no liability to Licensee based upon Agency's failure to repair in the absence of the notice hereby required to be given.

13. **ALTERATIONS:**

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

14. **UTILITIES:**

Agency shall provide all utilities, including gas, electricity, water, sewer, and the basic telephone system. Licensee shall be responsible for and shall promptly pay all additional charges to the monthly telephone bills, such as second line or voice mail, in excess of the basic telephone system which is provided by the Agency, including long distance fax charges. Agency shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Agency's negligence. Licensee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Licensee shall require additional utility facilities; the same shall be installed at Licensee's expense in accordance with plans and specifications previously approved in writing by Agency.

15. **USE OF PARKING AND OTHER AREAS:**

In connection with its use of the Premises pursuant to this Agreement, Licensee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Agency. Agency shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Licensees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Agency shall operate and maintain the parking area in such manner as Agency in its discretion shall determine. Agency shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Licensee unless notice thereof is first provided to Licensee.

16. **TAXES:**

Subject to applicable exemptions from tax, Licensee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

17. **RESPONSIBILITY AND LIABILITY:**

Licensee will be financially responsible to Agency for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Licensee and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Licensee will resist and defend at its own expense any actions or proceeding brought against Agency by reason of such claims.

18. **INSURANCE:**

Licensee agrees to procure and maintain, at its sole cost and expense, no later than the Commencement Date of this Agreement and throughout any renewal period thereof, the following:

A. Fire insurance and extended coverage insurance to cover the replacement cost of Licensee's improvements, trade fixtures, furnishings, equipment and all other personal property.

B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.

C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Licensee agrees that Agency shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Agency at least 30 days' written notice.

19. **ACCESS TO PREMISES:**

Agency shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Agency shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Licensees, and to make such repairs, additions, alterations or improvements as Agency may deem desirable.

During the two (2) months prior to the expiration of this Agreement, Agency may place upon the Premises signs indicating the availability of the Premises for Agreement, which Licensee shall permit to remain thereon.

Agency may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Agency shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Licensee's vaults and safes, and Agency shall have the right to use any and all means which Agency 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 Licensee from the leased Premises or any portion thereof.

20. SURRENDER OF PREMISES:

Upon expiration or other authorized termination of this Agreement, Licensee shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by Agency and reasonable wear and tear, and shall deliver all keys to Agency. Before surrendering the Premises, Licensee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Licensee as may be specified for removal by Agency, and shall repair any damage caused by such property or the removal thereof.

21. HOLDING OVER:

Subject to termination of this License and Agreement pursuant to Section 28, there will be no holding over after the expiration of the last applicable thirty (30) day term.

22. SALE OF BUSINESS CENTER:

Agency reserves the right at any time to assign or otherwise transfer its interest in the Business Center or any portion thereof. In the event of an assignment or transfer of its interest (other than a transfer for purposes of creating a security interest), Agency must include, as part of the documents transferring its interest, a provision obligating its successor to honor Agency's obligations under this Agreement.

23. EMINENT DOMAIN:

In case the whole of the Premises, or such part thereof as shall substantially interfere with Licensee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Licensee shall not because of such taking assert any claim against Agency or the taking authority for any compensation because of such taking, and Agency shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Licensee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Licensee's business, Agency shall be entitled to the entire amount of the award without deduction for any estate or interest of Licensee. In such event, Agency shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Licensee for the rent corresponding to the time during which, and to the part of the Premises of which, Licensee is so deprived on account of such taking and restoration. Nothing contained in this Section 24 shall be deemed to give Agency any interest in, or prevent Licensee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Licensee or for relocation expenses recoverable against the taking authority.

24. **DAMAGE OR DESTRUCTION:**

A. Licensee shall give prompt notice to Agency in case of fire or accidents in or near the Premises or in the common areas.

B. If the Premises are partially damaged by fire or other casualty, Agency shall repair such damage at its cost, subject to Agency's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Licensee until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Agency's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Agency shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and Agency elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Licensee.

D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Licensee, there shall be no abatement of license fee.

25. **LIENS AND ENCUMBRANCES:**

Licensee agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Licensee's acts or omissions or because of a claim against Licensee, Licensee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Agency. The failure of Licensee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

26. ASSIGNMENT AND SUBLICENSING:

Licensee shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Licensee, or sublicense the Premises, or any part thereof, without the prior written consent of Agency in each instance. In accordance with 13 C.F.R. Part 314, Licensee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublicense the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or sublicensing without Agency's consent shall be voidable by Agency and shall constitute a default hereunder which, at the option of Agency, shall result in the termination of this Agreement or the exercise of Agency's other remedies hereunder, or both. Consent to any assignment or sublicensing shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublicensing. The terms of any such consent shall be binding upon any persons holding by, under or through Licensee.

27. DEFAULT BY AGENCY:

In the event Agency fails to fulfill any obligation under this Agreement, Licensee shall, before exercising any right or remedy available to it, give Agency written notice of the claimed breach, default or noncompliance, which Agency shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if Agency fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Licensee of the need therefore, Licensee may exercise any right or remedy available to it under Nevada law.

28. DEFAULT BY LICENSEE:

A. Upon the occurrence of any of the following events, Agency shall have the remedies set forth in subsection B.

1) Licensee's failure to pay any license fee or any other sum due hereunder within thirty (30) days after the same shall be due.

2) Licensee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Licensee by Agency.

3) The falsification by Licensee or its agents of any document required to be furnished to Agency hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, Agency shall have the option to take any or all of the following actions, without further notice or demand of any kind to Licensee or any other person:

1) Terminate this Agreement by written notice to Licensee. In the event of such termination, Licensee agrees to immediately surrender possession of the Premises.

2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

29. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

30. **NO PARTNERSHIP:**

Agency does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Licensee in the conduct of its business or otherwise.

31. **FORCE MAJEURE:**

Each of the parties shall 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.

32. **NO WAIVER:**

Failure of Agency to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by Agency unless such waiver is in writing.

33. **PARTIAL INVALIDITY:**

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

34. **BROKER'S COMMISSIONS:**

Licensee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Licensee.

35. **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, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Agency of the Business Center, the Premises or this Agreement, Agency shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Agency's successor in interest. The preceding sentence applies only if Agency's successor-in-interest is required by the transfer documents to honor Agency's obligations under this Agreement.

36. **NON-DISCRIMINATION:**

Agency and Licensee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Licensee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Agency, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Licensee's civil rights posture and practices. Agency agrees to provide Licensee with any forms that Licensee may be required to furnish hereunder.

37. **ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon Agency or Licensee unless reduced to writing and executed by the Parties and, in the case of the Licensee, executed with the same formality as attended Licensee's execution of this Agreement.

38. **SUBMISSION OF THIS AGREEMENT:**

Submission of this Agreement for examination by Licensee does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by Agency to Licensee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. 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.

39. **AUTHORITY OF SIGNATORIES:**

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

40. **NOTICES:**

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Agency:	City of Las Vegas Redevelopment Agency Attn: Operations Officer 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101
If to the Licensee:	SCORE Attn: Chapter Chair 400 South Fourth Street, Suite 250A Las Vegas NV 89101

Either party may designate a different address by giving written notice to the other Party.

41. **EDA APPROVAL OR WAIVER THEREOF:**

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

42. **APPROVAL OR CONSENT BY AGENCY:**

Whenever the approval or consent of Agency is required by this Agreement, such approval or consent shall not be unreasonably withheld.

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

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By Elizabeth N Fretwell

ELIZABETH N. FRETWELL, Executive Director

"AGENCY"

ATTEST:

Beverly K Bridges

BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM

V Ponticello 2/24/11

Date

SCORE

By Gregory A Trimble

Title: Chapter Chair

"LICENSEE"

Exhibit A

Rear of Suite 30 - Premises

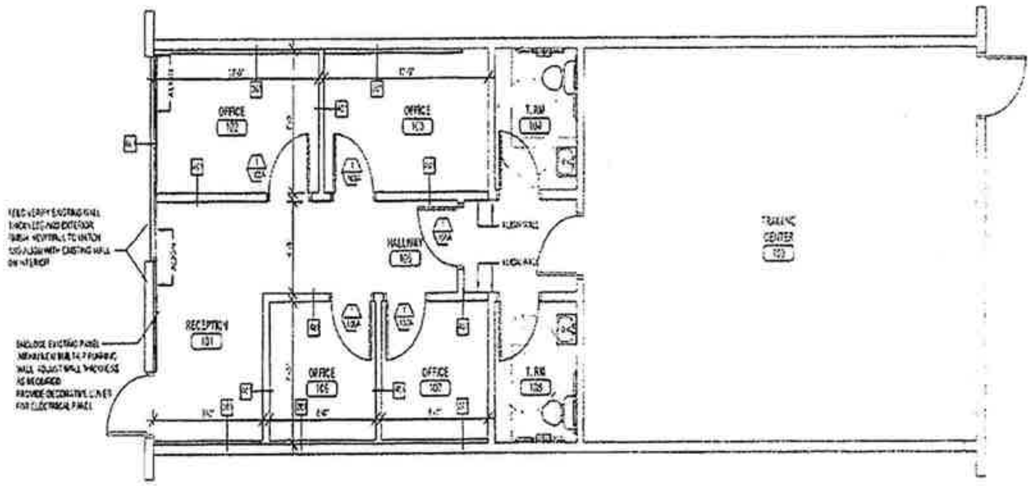

Exhibit B

Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to Agency, on this Exhibit B, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease;

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

(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;

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

(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

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

SCORE

By ______________

Chapter Chair

Date 3/3/11

Exhibit C

Certification Regarding Drug-Free Requirements

Licensee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

   a. the dangers of drug abuse in the workplace;
   b. the Licensee's policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and,
   d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.

3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

4. Notifying the Agency within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;

5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:

   a. taking appropriate personnel action against such an employee, up to and including termination; or
   b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

SCORE

Gregory A. Knight

Chapter Chair

Exhibit D

Certification Regarding Disclosure of Principals

The principals and partners of __SCORE__________________, and all persons and entities holding more than a 1% interest in ______________________, or any principal of ______________________, are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	Gregory A Twedt Chapter Chair	400 S 4th Street Suite 250A	702-388-6104
2.	Diane Steenman Vice Chair		
3.	Bob Cushman Treasurer		
4.	Cynthia Dawson-Petersen Secretary		
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the information set forth above is true and correct.

COMPANY

Gregory A Twedt

Gregory A. Twedt, Chapter Chair

2/2/11

Date

Subscribed and sworn to before me this

2ND day of February, 2011

Blanca E Castro.

Notary Public

BLANCA ESTELA CASTRO
Notary Public State of Nevada
No. 98-3614-1
My Appt Exp. October 14, 2013

Exhibit E

Certificate of Non-Discrimination

____________________ assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that ____________________ will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. ____________________ further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the Agency, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze ____________________'s civil rights posture and practices.

I certify that the information set forth above is true and correct.

SCORE

Chapter Chair

3/3/11

Date

ATTEST:

____

LICENSE AGREEMENT

Urban Chamber of Commerce Incubator without Walls Program

THIS LICENSE AGREEMENT (hereinafter "Agreement") entered into this 13th day of April, 20 11 by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body and corporate of the State of Nevada (hereinafter "Agency"), and CONNECTWELCH PUBLISHING COMPANY, a Nevada sole proprietorship (hereinafter "Licensee").

WITNESSETH:

WHEREAS, City is the owner and lessor of certain property known as the Urban Chamber of Commerce Business Development Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, Agency, as lessee of the Business Center, has established the Urban Chamber of Commerce Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, Agency proposes to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, Agency desires to make available to Incubator Licensee ("Licensee"), by means of this Agreement, technical assistance and support on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant") was to construct a light industrial/office building for multiple Licensees in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations and maintenance of the Incubator are provided through contribution of funds from the Agency; and

WHEREAS, this Agreement is consistent with the purpose of the Agency;

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

1. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month-to-month basis commencing of March 1, 2011 ("Commencement Date"). Notwithstanding the month-to-month tenancy, the Agency and Licensee agree that this tenancy shall terminate and expire on February 28, 2013 ("Final Expiration Date"). In the event that either Agency or Licensee desires to terminate this Agreement prior to the Final Expiration Date, Agency (or its designated representative) or Licensee shall terminate this Agreement by providing fifteen (15) days notice without cause. Under no circumstances shall this Agreement exceed twenty-four months from the Commencement Date.

2. OBLIGATIONS OF THE AGENCY

Agency will provide the Services as detailed in this section. Services shall include:

a) use of shared copy and fax machines;

b) accepting delivery of packages and mail;

c) use of conference room and training center subject to reservations and availability;

d) business counseling to Licensee a or refer Licensee to persons with the needed business skills;

e) license hang (depending upon license category); and

f) a minimum of six free training seminars.

3. OBLIGATIONS OF THE LICENSEE

In exchange for the Fee and Services provided by this Agreement, Licensee agrees to the following:

a) Develop and present a Business Plan prior to the Commencement Date;

b) Obtain a City of Las Vegas business license prior to the Commencement Date;

c) Attend a minimum of six classes of business skill training during the first six months of occupancy, which training will be agreed by Associate and Agency staff;

d) Provide financial reports including a balance sheet, profit and loss statement, and cash flow analysis at the end of every quarter;

e) Meet with Agency's Incubator manager periodically to assess how Licensee's obligations are being met;

f) Pursuant to Resolution R-105-99, adopted by the City Council effective October 1, 1999, and amendments thereto, the Licensee a warrants that it has disclosed, on the form attached hereto as Exhibit B, all principals, including partners, of Associate, as well as all persons and entities holding more than 1% interest in the Licensee or any principal of Licensee. Throughout the term of this Agreement, Licensee shall file within ten (10) days notifying Agency in writing of any material change in the above disclosure;

g) Attend a "round table" discussion, as scheduled, by the Agency of related business topics established and designated by Agency in advance and with sufficient and proper notice.

4. JOB CREATION AND RETENTION

Licensee agrees to comply with the following requirements concerning job creation and/or retention:

a) Licensee 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 Licensee a 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 Licensee 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 Licensee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

5. RECORDS TO BE MAINTAINED

Each Licensee 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 Licensee 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 Licensee 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 Licensee may substitute evidence that the assisted person is homeless; or the Licensee a 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 is attached as Exhibit "D" and provided by the City; or the Licensee a 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 Licensee shall provide the documentation described in either paragraph 5(a) (1) (A) or (B) of this section.

A. Where the Licensee 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 Licensee 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 Licensee 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.

(iii) 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 Licensee, 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.

6. FEE

Licensee agrees to pay Agency as a monthly fee, the sum of Fifty Dollars and No/Hundredths ($50.00) (the "Fee") in advance, on the first day of each calendar month of the Agreement. Fees made by Licensee to Agency may be by check or draft and are subject to collection. If payment of Fee by check or draft is dishonored upon presentation for payment, Licensee shall pay a Twenty-five Dollars and No/hundredths ($25.00) return check charge, which shall be payable to Agency, in addition to the Fee. If payment of Fee by check or draft is dishonored upon presentation for payment two times during the same six month period, such event shall be construed a default and Agency shall have the right to terminate this Agreement with cause by providing fifteen (15) days written notice to Licensee.

7. LATE CHARGES

In the event Licensee is delinquent in the payment of Fee for a period in excess of ten (10) days, there shall be added to the Fee a late charge of Ten Dollars and No/hundredths ($10.00).

8. USE OF INCUBATOR

A. It is understood and agreed that Licensee will maintain his/her business primarily as a home business that is eligible to be licensed by the governmental entity within which it is located, with occasional use of the Urban Chamber of Commerce Business Incubator Center ("Incubator") conference room and/or training center during normal working hours for professional and business related activities. Licensee agrees to use the Incubator solely for the purpose of conducting its business, which is expressly limited to meeting with clients or vendors and training and educational purposes in the conference room or training center. Except as expressly consented to in writing by Agency, Licensee shall not use or permit the Incubator to be used for any purpose other than those which are set forth in this Section 8.

B. In addition, Licensee agrees not to use the Incubator or permit its use for any purpose that is inconsistent with Agency regulations and the purpose of the EDA and CDBG grants. Licensee agrees to use reasonable caution and respect other Associates' confidentiality when using shared equipment and space.

C. Because the building was constructed with federal funds, Licensee agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit A.

D. Licensee agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired) into the Las Vegas Business / Incubator Center.

9. LAWS, WASTE, NUISANCE

Licensee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Incubator or any part thereof for conducting thereon any activity not authorized in this Agreement;

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 Incubator;

C. Will keep the Incubator 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; and

D. Will not suffer, permit or commit any nuisance or waste.

10. CHANGES TO AND OPERATION OF BUSINESS CENTER

Agency reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Agency shall endeavor to do so with a minimum of disruption to Licensee's rights under this Agreement.

11. USE OF PARKING AND OTHER AREAS

In connection with its use of the Incubator pursuant to this Agreement, Licensee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Agency. Agency shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Licensees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Agency shall operate and maintain the parking area in such manner as Agency in its discretion shall determine. Agency shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Licensee unless notice thereof is first provided to Licensee.

12. RESPONSIBILITY AND LIABILITY

Licensee will be financially responsible to Agency for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Licensee and its employees in connection with an occurrence upon the Incubator during the term of this Agreement, and Licensee will resist and defend at its own expense any actions or proceeding brought against Agency by reason of such claims.

13. INSURANCE

Licensee agrees to procure and maintain, at its sole cost and expense, the following insurance coverages:

A. Worker's compensation coverage as required by law, whether by self-insurance or otherwise.

B. Minimum limits of general liability and property damage coverage with respect to the Incubator with combined single limits of not less than $10,000 per person and per $20,000 occurrence for bodily injury and a limit of not less than $10,000 per accident or occurrence for property damage.

Licensee further agrees to deliver to Agency evidence of the coverages required herein prior to execution of the License Agreement.

14. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the Final Expiration Date, Licensee a will receive a thirty (30) day written notice to vacate.

15. SALE OF BUSINESS CENTER

Agency reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), Agency's obligations under this Agreement may be terminated with 30 days' notice.

16. DAMAGE OR DESTRUCTION

A. Licensee shall give prompt notice to Agency in case of fire or accidents in or near the Incubator or in the common areas.

B. If the Incubator is partially damaged by fire or other casualty, Agency shall repair such damage at its cost, subject to Agency's option contained in subsection C of this Section, and Licensee may be required to meet clients or vendors at another location until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Incubator is damaged so extensively that it cannot, in Agency's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Agency shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and Agency elects to repair and rebuild, this Agreement shall remain in effect and the Fee shall be abated in proportion to the parts of the Incubator which are unusable by Licensee.

D. If any damage referred to in this Section 16 is due in whole or in part to the act, neglect, fault or omission of Licensee, there shall be no abatement of the Fee.

17. ASSIGNMENT AND SUBLETTING

Licensee shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Incubator by any person or persons other than Licensee, or any part thereof, without the prior written consent of Agency in each instance. In accordance with 13 C.F.R. Part 314, Licensee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublet the Incubator, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

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

18. DEFAULT BY CITY

In the event Agency fails to fulfill any obligation under this Agreement, Licensee shall, before exercising any right or remedy available to it, give Agency written notice of the claimed breach, default or noncompliance, which Agency shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 16 if Agency fails or refuses to make repairs or provide services that are required hereunder within thirty (30) days after receiving written notice from Licensee of the need therefore, Licensee may exercise any right or remedy available to it under Nevada law.

19. DEFAULT BY LICENSEE

A. Upon the occurrence of any of the following events, Agency shall have the remedies set forth in subsection B.

1) Licensee's failure to pay the Fee or any other sum due hereunder within thirty (30) days after the same shall be due.

2) Licensee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Licensee by Agency.

3) The falsification by Licensee or its agents of any document required to be furnished to Agency hereunder.

4) The dishonor of a check or draft for the payment of Fee two times during a consecutive six-month period.

B. Upon the occurrence of any of the events set forth in subsection A, Agency shall have the option to take any or all of the following actions, without further notice or demand of any kind to Licensee or any other person:

1) Terminate this Agreement by written notice to Licensee. In the event of such termination, Licensee agrees to immediately surrender possession of the keys and passcodes to Incubator.

2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

20. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

21. NO PARTNERSHIP

Agency does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Licensee in the conduct of its business or otherwise.

22. FORCE MAJEURE

Each of the parties shall 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.

23. NO WAIVER

Failure of Agency to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by Agency unless such waiver is in writing.

24. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. 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, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Agency of the Business Center, the Incubator or this Agreement, Agency shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Agency's successor in interest. The preceding sentence applies only if Agency's successor-in-interest is required by the transfer documents to honor Agency's obligations under this Agreement.

26. NON-DISCRIMINATION

Agency and Licensee each assures that the Incubator are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Incubator. Licensee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Agency, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit C, and such other civil rights materials as EDA may require in order to analyze Licensee's civil rights posture and practices. Agency agrees to provide Licensee with any forms that Licensee may be required to furnish hereunder.

27. ENTIRE AGREEMENT

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Incubator are merged herein and extinguished. No amendment to this Agreement shall be binding upon Agency or Licensee unless reduced to writing and executed by the Parties and, in the case of the Licensee, executed with the same formality as attended Licensee's execution of this Agreement.

28. AUTHORITY OF SIGNATORIES

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

29. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Agency:
City of Las Vegas Redevelopment Agency
William Arent, Operations Officer
400 Stewart Avenue, 2nd Fl.
Las Vegas, Nevada 89101

If to the Licensee:
ConnectWelch Publishing Company
Wendy Monica Welch, President
1951 Stella Lake Suite 9
Las Vegas, NV 89106

Either party may designate a different address by giving written notice to the other Party.

30. APPROVAL OR CONSENT BY CITY

Whenever the approval or consent of Agency is required by this Agreement, such approval or consent shall not be unreasonably withheld.

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

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By Elizabeth N. Fretwell
ELIZABETH N. FRETWELL, Executive Director

"AGENCY"

ATTEST:

Beverly K. Bridges
BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM:

V. Ponticello 3/21/11
Date

CONNECTWELCH PUBLISHING COMPANY

By Wendy Monica Welch
Wendy Monica Welch, President

"LICENSEE"

Exhibit A

Certification Regarding Drug-Free Requirements
City of Las Vegas
Certification

Licensee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the Associate's policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and
   d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
   a. taking appropriate personnel action against such an employee, up to and including termination; or
   b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

ConnectWelch Publishing Company

Wendy Monica Welch

Wendy Monica Welch, President

DISCLOSURE OF PRINCIPALS

The principals and partners of ConnectWelch Publishing Company and all persons and entities holding more than 1% (one percent) interest in ________________ or any principal __________ are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Wendy Monica Welch, President	1951 Stella Lake St., # 9, Las Vegas 89106	702-716-5764
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

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

By: Wendy Monica Welch

Its: Wendy Monica Welch, President

Subscribed and sworn to before me this

9th day of March, 2011

Gwendolyn B. White

Notary Public

GWENDOLYN B. WHITE
Notary Public State of Nevada
No. 03-79403-1
My appt. exp. Oct. 14, 2014

STATE OF Nevada

COUNTY OF Clark

Exhibit B
Certification Regarding Disclosure of Principals

The principals and partners of Connect Welch Publishing Co., and all persons and entities holding more than a 1% interest ______________ or any principal of ______________ are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	Wendy Monica Welch	1951 Stella Lake St. #9, Las Vegas 89106	702-716-5764
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

I certify that the information set forth above is true and correct.

(Agency)

Wendy Monica Welch, President
(Name, Title)

March 9, 2011
Date

ATTEST:

____

Darren Harris, Staff
Office of Business Development Department

Exhibit C

Certificate of Non-Discrimination

ConnectWelch Publishing Company assures that the Premises are not segregated with respect to race, color, religion, or national origin and that ConnectWelch Publishing Company will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. ConnectWelch Publishing Company further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze ConnectWelch Publishing Company's civil rights posture and practices.

I certify that the information set forth above is true and correct.

ConnectWelch Publishing Company

Wendy Monica Welch

Wendy Monica Welch, President

March 9, 2011

Date

ATTEST:

____

Darren Harris, Staff
Office of Business Development Department

Exhibit D

SELF-CERTIFICATION FORM FOR FAMILY INCOME

Date: March 9, 2011

City / County: Las Vegas / Clark

Community Development Block Grant request for fiscal year _______

The information you provide regarding your family income will be part of your request for state subsidy funds which will assist the economic development of ____________________________. The information will be confidential, but may require verification.

Please indicate by circling the number that represents the number of persons in your family as well as the approximate income. Please indicate whether your income is over or below the amounts noted below by the number of persons in your family. If your stay is seasonal and your permanent home is at a different place, use the number of family members who reside at the permanent residence.

FAMILY SIZE	INCOME	ABOVE	UNDER
1	$29,950		X
2	$34,250		
3	$38,500		
4	$42,800		
5	$46,200		
6	$49,650		
7	$53,050		
8	$56,500		

How many hours do you work each month? 200

Gender of head of household: _____ Male ____X__ Female

Nationality and age of head of household: 45 Over 62 years of age

_____ White __X__ Black _____ Hispanic _____ Asian

_____ Alaska Native _____ Pacific Islander _____ American Indian

Income Verification

I certify that this income information is correct and I understand that the information I have provided on my family income is subject to verification by authorized representatives of the City / County of Las Vegas / Clark and the United States Department of Housing and Urban Development.

Signature: Wendy Monica Welch

Date: March 9, 2011

Name: Wendy Monica Welch

(Printed Name)

Home Address: 4780 W. Ann Road
#5-424
North Las Vegas, NV 89031

LICENSE AGREEMENT
Urban Chamber of Commerce Business Development Center

THIS LICENSE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this 15 day of June, 2011, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body and corporate of the State of Nevada (hereinafter "Agency"), and DESERT INDUSTRIES LLC, a Nevada limited liability company (hereinafter "Licensee").

WITNESSETH:

WHEREAS, City of Las Vegas ("City") owns the Urban Chamber of Commerce Business Development Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City previously established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City and Agency both desire to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City has leased the Business Center to Agency in order for Agency to make available to Licensee, by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the "purpose of the EDA grant") was to construct a light industrial/office building for multiple Licensees in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations and maintenance of the Incubator are provided through the contribution of funds from the Agency; and

WHEREAS, this Agreement is consistent with the purpose of the Agency;

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

1. **AGREEMENT OF PREMISES:**

Subject to the provisions of this Agreement, Agency hereby licenses to Licensee, and Licensee hereby licenses from Agency, the use of certain space within the Business Center commonly known as 1951 Stella Lake Street, specifically Suite 38, Las Vegas, Nevada. Suite 38 in the Business Center (hereinafter the "Premises") consists of approximately 2400 square feet and its location and dimensions are shown particularly on the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Premises shall include the following: Two (2) offices per suite, one (1) reception area per suite, one (1) restroom per suite and approximately 800 square feet of warehouse space per suite.

It is understood and agreed by Licensee that private offices will be available for license only by Licensee which will be occupied at least 75% of each work week either by the Licensee or the Licensee's employees or associates, with the exception of occasional vacations or business trips out of town. In the event that the office areas or cubicles will be occupied less than 75% of the work week as described earlier in this Section, then the Licensee agrees that it license will be amended to occupy shared or cubicle space.

2. **TERM:**

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a twelve (12) month basis not to exceed four (4) consecutive 12 month periods. The term shall begin on June 15, 2011, (the "Commencement Date") and shall end on May 31, 2015. In the event that either Agency or Licensee desires to terminate this Agreement, Agency (or its designated representative) or Licensee shall terminate this Agreement by providing one (1) month prior notice without cause. Such notice will not negate the obligations of the Licensee to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed four (4) 12 month periods from the Commencement Date.

3. **NON-RELOCATION:**

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (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 on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Licensee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Licensee agrees to comply with EDA policies concerning nonrelocation by furnishing to Agency, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by Agency.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Licensee's application for Agreement;

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

(iii) will expand employment in the 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 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).

4. **EMPLOYMENT:**

A. It is understood, acknowledged and agreed by Licensee that funds to reconstruct the Business Center were received from the EDA and the CDBG Program. Consistent with the requirements of those funding sources, Licensee agrees that it will implement a program to offer and provide jobs to persons of low and moderate incomes.

B. In order for Licensee to comply with the requirements of subsection A of this Section 4, Licensee either must fill at least fifty-one percent (51%) of the job openings that are created after the Commencement Date of this Agreement with persons of low to moderate income, as defined by HUD regulations, or make openings available to such persons. In order to assure that the latter alternative is met, the requirement of special skills or education may not be used as a barrier to such openings, and first consideration for filling those openings must be accorded to low to moderate income persons. Licensee may, but is not required to, fulfill this requirement of "first consideration" through the use of a referral agency that has been approved by Agency as being capable of identifying and placing eligible persons, such as Nevada Business Services. Licensee may fulfill its obligation under subsection A of this Section 4 by complying with alternative job creation plans that may be adopted and approved by Agency and the federal funding agencies described in said subsection.

C. In order to demonstrate compliance with this Section 4, Licensee shall, for each person who is hired or considered for hire, either obtain and keep on file for verification the necessary information about the person to determine low to moderate income status or otherwise document satisfaction of the requirements of this Section.

D. Licensee agrees to repay to Agency any costs which may be disallowed by Agency or the United States Government in connection with Licensee's failure to comply with the provisions of this Section 4.

5. **CONDITION OF PREMISES:**

The Premises are leased to Licensee on an "as-is" basis, except that Agency warrants that the building complies with applicable building-related codes. Agency makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

6. **MINIMUM LICENSE FEE:**

Licensee agrees to pay Agency at such place as Agency may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly license fee, the sum of Six Hundred Ninety Three Dollars and Seventy Five/Hundredths ($693.75) in advance, on the first day of each calendar month of the Agreement.

Licensee agrees to pay Agency, on June 15, 2011, the first full month's license fee and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. License Fee payments made by Licensee to Agency may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Licensee shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to Agency, as additional license fee, together with Licensee's next monthly license fee payment.

7. **LICENSE FEE DEFINED:**

The term "license fee" as used in this Agreement means the minimum license fee as described in Section 5, any license fee adjustment to reflect increases or decreases in the area of the Premises, any additional license fees, any amounts to be reimbursed by Licensee and any and all other sums, no matter how designated, that are required to be paid by Licensee under this Agreement.

8. **LATE CHARGES:**

In the event Licensee is delinquent in the payment of license fee for a period in excess of ten (10) days, there shall be added to the license fee a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

9. **SECURITY DEPOSIT**

On or before the Commencement Date, Licensee agrees to deposit with Agency, in addition to the sum specified in Section 6, the sum of Six Hundred Ninety Three Dollars and Seventy Five/Hundredths ($693.75) as a security deposit for the performance by Licensee of all the covenants, terms and conditions that it is required to perform hereunder.

After the Commencement Date, if Licensee fails to pay rent or perform any other obligation, covenant, term or condition that is required to perform under this License Agreement, Agency may use, apply or retain all or part of the security deposit for the payment of rent or other amount in default, or for the payment of any other amount that Agency may spend or become obligated to spend to cure Licensee's default. If any portion of the security deposit is so used or applied, Licensee shall deposit with Agency, within fifteen (15) days after receipt of written demand therefore along with an invoice or other proof of cost to cure, the amount necessary to restore the security deposit to its original amount. The failure on Licensee's part to do so shall constitute a material breach. Agency shall be entailed to commingle the security deposit with its own funds and Licensee shall not be entailed to interest on the security deposit. If Licensee faithfully performs its obligations under this License Agreement and returns the Premises to Agency in the same condition they were in at the commencement of this License Agreement, ordinary wear and tear expected, Agency shall return the security deposit (or such portion thereof as remains) to Licensee within fifteen (15) days.

10. **KEY DEPOSIT**

Licensee is required to deposit with Agency a Key Deposit in the amount of Twenty-Five Dollars and No/Hundredths ($25) in advance of Commence Date for each key requested. Keys are the property of the City of Las Vegas and should not be duplicated. Key Deposit will be returned to Licensee upon termination of tenancy for keys returned. Deposit will not be returned to Licensee for keys not returned upon surrendering premises.

11. **USE OF PREMISES:**

A. Licensee agrees to use the Premises solely for the purpose of conducting its business, providing employment preparation and maintenance to welfare clients and economically disadvantaged individuals, which must be approved under the City Business License and duly licensed. Except as expressly consented to in writing by City, Licensee shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. In addition, Licensee agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Licensee agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City.

B. In addition, Licensee agrees to not add any computer software, hardware, or any other computer materials to the Agency-owned computer without written consent of Agency. If Licensee elects to install software in addition to that provided with the computer and receives written permission, Licensee will be fully responsible for the maintenance of the additional software. In addition, should any additional installation of software to the computer cause problems with the original system, Licensee will be responsible for repairs. Under no circumstances is Licensee to add/install/remove any hardware to the system, nor is the Licensee allowed to copy any of the originally installed software for use on other computers.

C. Licensee agrees to use reasonable caution and respect other Licensees' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Licensee agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E. Licensee agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired).

12. LAWS, WASTE, NUISANCE:

Licensee covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

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; and

D. Will not suffer, permit or commit any nuisance or waste.

13. CHANGES TO AND OPERATION OF BUSINESS CENTER:

Agency reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Agency shall endeavor to do so with a minimum of disruption to Licensee's rights under this Agreement. This Section does not diminish Licensee's right to seek any remedy available at law or in equity for injury or damage that Licensee may suffer because of Agency's alteration of the interior of the Premises.

Agency shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Agency to the building in which the Premises are located. If Agency is required to make structural repairs by reason of Licensee's negligent act or omission, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder. Agency's obligation of repair as provided for herein is expressly conditioned upon Agency's receipt of written notice, given in the manner set forth in

Section 41, of the need for such repair. Agency shall have no liability to Licensee based upon Agency's failure to repair in the absence of the notice hereby required to be given.

14. MAINTENANCE OBLIGATIONS

Agency, at its sole cost and expense, shall at all times keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, sewage facilities, electrical wiring, conduits, and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting as reasonably determined necessary by Agency.

If Licensee refuses or neglects to perform maintenance or repair as required hereunder to the reasonable satisfaction of Agency as soon as reasonably possible after written demand, Agency may make such repairs. Upon completion of any such repairs, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder.

Agency shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof, the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Agency to the building in which the Premises are located. If Agency is required to make structural repairs by reason of Licensee's negligent act or omission, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder. Agency's obligation of repair as provided for herein is expressly conditioned upon Agency's receipt of written notice, given in the manner set forth in Section 43, of the need for such repairs. Agency shall have no liability to Licensee based upon Agency's failure to repair in the absence of the notice hereby required to be given.

15. ALTERATIONS:

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

16. **UTILITIES:**

Licensee shall be responsible for and shall promptly pay all additional charges for use or consumption in or upon the Premises for heat, gas, electricity or other utilities services, including telephone repair and monthly telephone bills. Agency shall pay for and be responsible for the supply of water, sewer, and trash removal to the Premises and for utilities supplied to common areas. Agency shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Agency's negligence. Licensee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Licensee shall require additional utility facilities; the same shall be installed at Licensee's expense in accordance with plans and specifications previously approved in writing by Agency.

17. **USE OF PARKING AND OTHER AREAS:**

In connection with its use of the Premises pursuant to this Agreement, Licensee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Agency. Agency shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Licensees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Agency shall operate and maintain the parking area in such manner as Agency in its discretion shall determine. Agency shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Licensee unless notice thereof is first provided to Licensee.

18. **TAXES:**

Subject to applicable exemptions from tax, Licensee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

19. **RESPONSIBILITY AND LIABILITY:**

Licensee will be financially responsible to Agency for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Licensee and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Licensee will resist and defend at its own expense any actions or proceeding brought against Agency by reason of such claims.

20. **INSURANCE:**

Licensee agrees to procure and maintain, at its sole cost and expense, no later than the Commencement Date of this Agreement and throughout any renewal period thereof, the following:

A. Fire insurance and extended coverage insurance to cover the replacement cost of Licensee's improvements, trade fixtures, furnishings, equipment and all other personal property.

B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.

C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Licensee agrees that Agency shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Agency at least 30 days' written notice.

21. **ACCESS TO PREMISES:**

Agency shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Agency shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Licensees, and to make such repairs, additions, alterations or improvements as Agency may deem desirable. During the two (2) months prior to the expiration of this Agreement, Agency may place upon the Premises signs indicating the availability of the Premises for Agreement, which Licensee shall permit to remain thereon.

Agency may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Agency shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Licensee's vaults and safes, and Agency shall have the right to use any and all means which Agency 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 Licensee from the leased Premises or any portion thereof.

22. **SURRENDER OF PREMISES:**

Upon expiration or other authorized termination of this Agreement, Licensee shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by Agency and reasonable wear and tear, and shall deliver all keys to Agency. Before surrendering the Premises, Licensee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Licensee as may be specified for removal by Agency, and shall repair any damage caused by such property or the removal thereof.

23. **HOLDING OVER:**

Subject to termination of this License and Agreement pursuant to Section 28, there will be no holding over after the expiration of the last applicable thirty (30) day term.

24. **SALE OF BUSINESS CENTER:**

Agency reserves the right at any time to assign or otherwise transfer its interest in the Business Center or any portion thereof. In the event of an assignment or transfer of its interest (other than a transfer for purposes of creating a security interest), Agency must include, as part of the documents transferring its interest, a provision obligating its successor to honor Agency's obligations under this Agreement.

25. **EMINENT DOMAIN:**

In case the whole of the Premises, or such part thereof as shall substantially interfere with Licensee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Licensee shall not because of such taking assert any claim against Agency or the taking authority for any compensation because of such taking, and Agency shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Licensee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Licensee's business, Agency shall be entitled to the entire amount of the award without deduction for any estate or interest of Licensee. In such event, Agency shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Licensee for the rent corresponding to the time during which, and to the part of the Premises of which, Licensee is so deprived on account of such taking and restoration. Nothing contained in this Section 24 shall be deemed to give Agency any interest in, or prevent Licensee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Licensee or for relocation expenses recoverable against the taking authority.

26. DAMAGE OR DESTRUCTION:

A. Licensee shall give prompt notice to Agency in case of fire or accidents in or near the Premises or in the common areas.

B. If the Premises are partially damaged by fire or other casualty, Agency shall repair such damage at its cost, subject to Agency's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Licensee until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Agency's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Agency shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and Agency elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Licensee.

D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Licensee, there shall be no abatement of license fee.

27. LIENS AND ENCUMBRANCES:

Licensee agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Licensee's acts or omissions or because of a claim against Licensee, Licensee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Agency. The failure of Licensee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

28. ASSIGNMENT AND SUBLICENSING:

Licensee shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Licensee, or sublicense the Premises, or any part thereof, without the prior written consent of Agency in each instance. In accordance with 13 C.F.R. Part 314, Licensee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublicense the

Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or sublicensing without Agency's consent shall be voidable by Agency and shall constitute a default hereunder which, at the option of Agency, shall result in the termination of this Agreement or the exercise of Agency's other remedies hereunder, or both. Consent to any assignment or sublicensing shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublicensing. The terms of any such consent shall be binding upon any persons holding by, under or through Licensee.

29. **DEFAULT BY AGENCY:**

In the event Agency fails to fulfill any obligation under this Agreement, Licensee shall, before exercising any right or remedy available to it, give Agency written notice of the claimed breach, default or noncompliance, which Agency shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if Agency fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Licensee of the need therefore, Licensee may exercise any right or remedy available to it under Nevada law.

30. **DEFAULT BY LICENSEE:**

A. Upon the occurrence of any of the following events, Agency shall have the remedies set forth in subsection B.

1) Licensee's failure to pay any license fee or any other sum due hereunder within thirty (30) days after the same shall be due.

2) Licensee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Licensee by Agency.

3) The falsification by Licensee or its agents of any document required to be furnished to Agency hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, Agency shall have the option to take any or all of the following actions, without further notice or demand of any kind to Licensee or any other person:

1) Terminate this Agreement by written notice to Licensee. In the event of such termination, Licensee agrees to immediately surrender possession of the Premises.

2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

31. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

32. **NO PARTNERSHIP:**

Agency does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Licensee in the conduct of its business or otherwise.

33. **FORCE MAJEURE:**

Each of the parties shall 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.

34. **NO WAIVER:**

Failure of Agency to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by Agency unless such waiver is in writing.

35. **PARTIAL INVALIDITY:**

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

36. **BROKER'S COMMISSIONS:**

Licensee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Licensee.

37. **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, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Agency of the Business Center, the Premises or this Agreement, Agency shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Agency's successor in interest. The preceding sentence applies only if Agency's successor-in-interest is required by the transfer documents to honor Agency's obligations under this Agreement.

38. **DRUG-FREE WORKPLACE**

As a Licensee of a CDBG-funded facility, and in connection with public services offered, Desert Industries LLC agree that it shall comply with the provisions of the Drug-Free workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that Desert Industries LLC shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit C).

39. **NON-DISCRIMINATION:**

Agency and Licensee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Licensee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Agency, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Licensee's civil rights posture and practices. Agency agrees to provide Licensee with any forms that Licensee may be required to furnish hereunder.

40. **ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon Agency or Licensee unless reduced to writing and executed by the Parties and, in the case of the Licensee, executed with the same formality as attended Licensee's execution of this Agreement.

41. **SUBMISSION OF THIS AGREEMENT:**

Submission of this Agreement for examination by Licensee does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by Agency to Licensee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. 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.

42. **AUTHORITY OF SIGNATORIES:**

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

43. **NOTICES:**

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Agency:	City of Las Vegas Redevelopment Agency Attn: Operations Officer 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101
If to the Licensee:	DESERT INDUSTRIES LLC Attn: Managing Director 7121 W. Craig Rd 113-293 Las Vegas NV 89129

Either party may designate a different address by giving written notice to the other Party.

44. **EDA APPROVAL OR WAIVER THEREOF:**

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

45. **APPROVAL OR CONSENT BY AGENCY:**

Whenever the approval or consent of Agency is required by this Agreement, such approval or consent shall not be unreasonably withheld.

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

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By Elizabeth N. Fretwell
ELIZABETH N. FRETWELL, Executive Director

"AGENCY"

ATTEST:

BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM

6/8/11
Date

DESERT INDUSTRIES LLC

By
Managing Director

"LICENSEE"

Exhibit A

Las Vegas Business Center

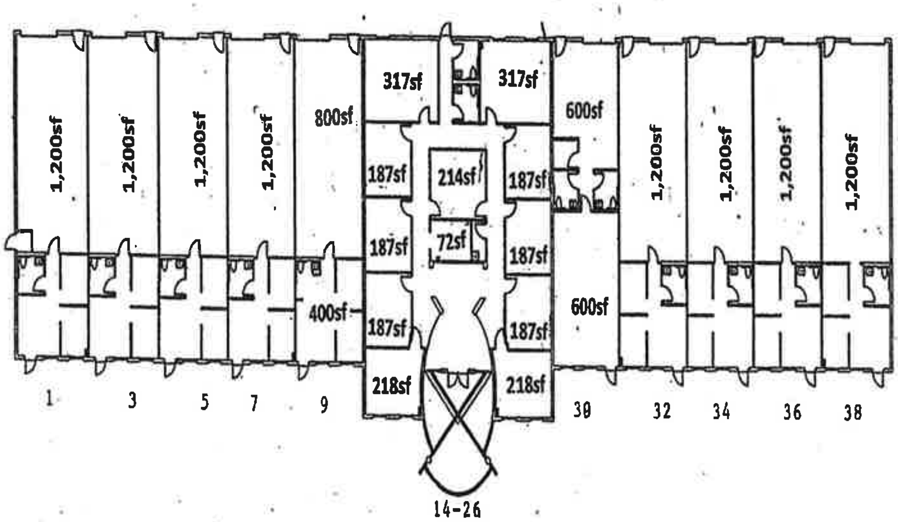
1951 Stella Lake Drive
Las Vegas, Nevada 89106

Light Industrial Incubator Units: Total of 10 units* (12,000sf)

- 1,200 square feet each unit
- Each unit- 400sf of office, meeting rooms, restroom
- Each unit -800sf of storage and/or assembly space w/rear roll-up door
- *One unit modified, 600sf for large meetings and presentations and 600sf for storage and assembly and two restrooms

Business Incubator Office Space: Total of 10 units plus common space (5,100sf)

- Six units at 187sf
- Two units at 218sf
- Two units at 317sf
- Shared conference room, 214sf
- Kitchenette, 72sf
- Reception and waiting area



Facility Layout – Total Square Footage – 17,100

Suite 38 - Premises

Exhibit B

Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to Agency, on this Exhibit B, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease;

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

(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;

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

(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

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

DESERT INDUSTRIES LLC

By ______________________
Managing Director

Date 6/15/11

Exhibit C

Certification Regarding Drug-Free Requirements

Licensee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

   a. the dangers of drug abuse in the workplace;
   b. the Licensee's policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and,
   d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.

3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

4. Notifying the Agency within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;

5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:

   a. taking appropriate personnel action against such an employee, up to and including termination; or
   b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

DESERT INDUSTRIES LLC

____

Managing Director

Exhibit D

DISCLOSURE OF PRINCIPALS

SJ Desert Industries

The principals and partners of ~~Company Name~~ and all persons and entities holding more than 1% (one percent) interest in ________ or any principal are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	~~John Black - President~~ SJ	~~200 South Ave~~ SJ	~~702-777-9311~~ SJ
2.	Susan Johnson	7121 W Craig Rd 113-293 Las Vegas NV 89129	702 501 5935
3.	Anthony Johnson	7121 W Craig Rd 113-293 Las Vegas, NV 89129	702 501 0522
4.			
5.			
6.			
7.			
8.			
9.			

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

By: ________

Its: ________

Subscribed and sworn to before me this

25 day of May 2011 ~~, 2010~~

____

Notary Public

ILANA SHAPIRO
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 07-4650-1
MY APPT. EXPIRES SEPT. 4, 2011

Exhibit E

Certificate of Non-Discrimination

____________________ assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that ____________________ will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. ____________________ further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the Agency, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze ____________________'s civil rights posture and practices.

I certify that the information set forth above is true and correct.

DESERT INDUSTRIES LLC

____
Managing Director

6/15/11
Date

ATTEST:

____

LICENSE AGREEMENT
Urban Chamber of Commerce Business Development Center

THIS LICENSE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this 8th day of June, 2011, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body and corporate of the State of Nevada (hereinafter "Agency"), and NEWSOME MARKETING ENTERPRISE LLC, a Nevada limited liability company (hereinafter "Licensee").

WITNESSETH:

WHEREAS, City of Las Vegas ("City") owns the Urban Chamber of Commerce Business Development Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City previously established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City and Agency both desire to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City has leased the Business Center to Agency in order for Agency to make available to Licensee, by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the "purpose of the EDA grant") was to construct a light industrial/office building for multiple Licensees in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations and maintenance of the Incubator are provided through the contribution of funds from the Agency; and

WHEREAS, this Agreement is consistent with the purpose of the Agency;

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

1. **AGREEMENT OF PREMISES:**

Subject to the provisions of this Agreement, Agency hereby licenses to Licensee, and Licensee hereby licenses from Agency, the use of certain space within the Business Center commonly known as 1951 Stella Lake Street, specifically Suite 17, Las Vegas, Nevada. Suite 17 in the Business Center (hereinafter the "Premises") consists of approximately 187 square feet and its location and dimensions are shown particularly on the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Premises shall include the following: Four (4) chairs, two (2) desks, one (1) table, one (1) phone and electrical outlets.

It is understood and agreed by Licensee that private offices will be available for license only by Licensee which will be occupied at least 75% of each work week either by the Licensee or the Licensee's employees or associates, with the exception of occasional vacations or business trips out of town. In the event that the office areas or cubicles will be occupied less than 75% of the work week as described earlier in this Section, then the Licensee agrees that it license will be amended to occupy shared or cubicle space.

2. **TERM:**

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a twelve (12) month basis not to exceed two (2) consecutive 12 month periods. The term shall begin on June 1, 2011, (the "Commencement Date") and shall end on May 31, 2013. In the event that either Agency or Licensee desires to terminate this Agreement, Agency (or its designated representative) or Licensee shall terminate this Agreement by providing one (1) month prior notice without cause. Such notice will not negate the obligations of the Licensee to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed two (2) 12 month periods from the Commencement Date.

3. **OBLIGATIONS OF THE AGENCY:**

Agency or its designee will provide the Premises and services as detailed in this section. The services ("Services") shall include:

a) all utilities;

b) basic telephone system and hi-speed internet service;

c) staff support;

d) shared computer printer;

e) fax and copy machines; and

f) limited reception services.

4. OBLIGATIONS OF THE LICENSEE:

In exchange for the payment of the License Fee to Agency for the Premises and Services provided by this Agreement, Licensee agrees to the following:

a) Develop and present a Business Plan prior to the Commencement Date;

b) Obtain a City of Las Vegas business license prior to the Commencement Date;

c) Attend a minimum of six classes of business skill training during the first six months of occupancy, which training will be agreed by Associate and Agency staff;

d) Provide financial reports including a balance sheet, profit and loss statement, and cash flow analysis at the end of every quarter;

e) Meet with Agency's Incubator manager periodically to assess how Licensee's obligations are being met;

f) Pursuant to Resolution R-105-99, adopted by the City Council effective October 1, 1999, and amendments thereto, the Licensee a warrants that it has disclosed, on the form attached hereto as Exhibit B, all principals, including partners, of Associate, as well as all persons and entities holding more than 1% interest in the Licensee or any principal of Licensee. Throughout the term of this Agreement, Licensee shall file within ten (10) days notifying Agency in writing of any material change in the above disclosure;

g) Attend a "round table" discussion, as scheduled, by the Agency of related business topics established and designated by Agency in advance and with sufficient and proper notice.

5. MINIMUM LICENSE FEE:

Licensee agrees to pay Agency at such place as Agency may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly license fee, the sum of Four Hundred Twenty Dollars and Seventy Five/Hundredths ($420.75) in advance, on the first day of each calendar month of the Agreement.

Licensee agrees to pay Agency, on June 1, 2011, the first full month's license fee and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. License Fee payments made by Licensee to Agency may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Licensee shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to Agency, as additional license fee, together with Licensee's next monthly license fee payment.

6. **NON-RELOCATION:**

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (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 on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Licensee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Licensee agrees to comply with EDA policies concerning nonrelocation by furnishing to Agency, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by Agency.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Licensee's application for Agreement;

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

(iii) will expand employment in the 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 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).

7. **CONDITION OF PREMISES:**

The Premises are leased to Licensee on an "as-is" basis, except that Agency warrants that the building complies with applicable building-related codes. Agency makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

8. **LICENSE FEE DEFINED:**

The term "license fee" as used in this Agreement means the minimum license fee as described in Section 5, any license fee adjustment to reflect increases or decreases in the area of the Premises, any additional license fees, any amounts to be reimbursed by Licensee and any and all other sums, no matter how designated, that are required to be paid by Licensee under this Agreement.

9. LATE CHARGES:

In the event Licensee is delinquent in the payment of license fee for a period in excess of ten (10) days, there shall be added to the license fee a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

10. SECURITY DEPOSIT

On or before the Commencement Date, Licensee agrees to deposit with Agency, in addition to the sum specified in Section 6, the sum of Four Hundred Twenty Dollars and Seventy Five/Hundredths ($420.75) as a security deposit for the performance by Licensee of all the covenants, terms and conditions that it is required to perform hereunder.

After the Commencement Date, if Licensee fails to pay rent or perform any other obligation, covenant, term or condition that is required to perform under this License Agreement, Agency may use, apply or retain all or part of the security deposit for the payment of rent or other amount in default, or for the payment of any other amount that Agency may spend or become obligated to spend to cure Licensee's default. If any portion of the security deposit is so used or applied, Licensee shall deposit with Agency, within fifteen (15) days after receipt of written demand therefore along with an invoice or other proof of cost to cure, the amount necessary to restore the security deposit to its original amount. The failure on Licensee's part to do so shall constitute a material breach. Agency shall be entailed to commingle the security deposit with its own funds and Licensee shall not be entailed to interest on the security deposit. If Licensee faithfully performs its obligations under this License Agreement and returns the Premises to Agency in the same condition they were in at the commencement of this License Agreement, ordinary wear and tear expected, Agency shall return the security deposit (or such portion thereof as remains) to Licensee within fifteen (15) days.

11. KEY DEPOSIT

Licensee is required to deposit with Agency a Key Deposit in the amount of Twenty-Five Dollars and No/Hundredths ($25) in advance of Commence Date for each key requested. Keys are the property of the City of Las Vegas and should not be duplicated. Key Deposit will be returned to Licensee upon termination of tenancy for keys returned. Deposit will not be returned to Licensee for keys not returned upon surrendering premises.

12. USE OF PREMISES:

A. Licensee agrees to use the Premises solely for the purpose of conducting its business, providing employment preparation and maintenance to welfare clients and economically disadvantaged individuals, which must be approved under the City Business License and duly licensed. Except as expressly consented to in writing by City, Licensee shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 12. In addition, Licensee agrees not to use the

Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Licensee agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City.

B. In addition, Licensee agrees to not add any computer software, hardware, or any other computer materials to the Agency-owned computer without written consent of Agency. If Licensee elects to install software in addition to that provided with the computer and receives written permission, Licensee will be fully responsible for the maintenance of the additional software. In addition, should any additional installation of software to the computer cause problems with the original system, Licensee will be responsible for repairs. Under no circumstances is Licensee to add/install/remove any hardware to the system, nor is the Licensee allowed to copy any of the originally installed software for use on other computers.

C. Licensee agrees to use reasonable caution and respect other Licensees' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Licensee agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E. Licensee agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired).

13. **LAWS, WASTE, NUISANCE:**

Licensee covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

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; and

D. Will not suffer, permit or commit any nuisance or waste.

14. CHANGES TO AND OPERATION OF BUSINESS CENTER:

Agency reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Agency shall endeavor to do so with a minimum of disruption to Licensee's rights under this Agreement. This Section does not diminish Licensee's right to seek any remedy available at law or in equity for injury or damage that Licensee may suffer because of Agency's alteration of the interior of the Premises.

Agency shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Agency to the building in which the Premises are located. If Agency is required to make structural repairs by reason of Licensee's negligent act or omission, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder. Agency's obligation of repair as provided for herein is expressly conditioned upon Agency's receipt of written notice, given in the manner set forth in Section 41, of the need for such repair. Agency shall have no liability to Licensee based upon Agency's failure to repair in the absence of the notice hereby required to be given.

15. ALTERATIONS:

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

16. UTILITIES:

Agency shall provide all utilities, including gas, electricity, water, sewer, and the basic telephone system. Licensee shall be responsible for and shall promptly pay all additional charges to the monthly telephone bills, such as second line or voice mail, in excess of the basic telephone system which is provided by the Agency, including long distance fax charges. Agency shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Agency's negligence. Licensee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Licensee shall require additional utility facilities; the same shall be installed at Licensee's expense in accordance with plans and specifications previously approved in writing by Agency.

17. **USE OF PARKING AND OTHER AREAS:**

In connection with its use of the Premises pursuant to this Agreement, Licensee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Agency. Agency shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Licensees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Agency shall operate and maintain the parking area in such manner as Agency in its discretion shall determine. Agency shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Licensee unless notice thereof is first provided to Licensee.

18. **TAXES:**

Subject to applicable exemptions from tax, Licensee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

19. **RESPONSIBILITY AND LIABILITY:**

Licensee will be financially responsible to Agency for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Licensee and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Licensee will resist and defend at its own expense any actions or proceeding brought against Agency by reason of such claims.

20. **INSURANCE:**

Licensee agrees to procure and maintain, at its sole cost and expense, no later than the Commencement Date of this Agreement and throughout any renewal period thereof, the following:

A. Fire insurance and extended coverage insurance to cover the replacement cost of Licensee's improvements, trade fixtures, furnishings, equipment and all other personal property.

B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.

C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Licensee agrees that Agency shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Agency at least 30 days' written notice.

21. **ACCESS TO PREMISES:**

Agency shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Agency shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Licensees, and to make such repairs, additions, alterations or improvements as Agency may deem desirable. During the two (2) months prior to the expiration of this Agreement, Agency may place upon the Premises signs indicating the availability of the Premises for Agreement, which Licensee shall permit to remain thereon.

Agency may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Agency shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Licensee's vaults and safes, and Agency shall have the right to use any and all means which Agency 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 Licensee from the leased Premises or any portion thereof.

22. **SURRENDER OF PREMISES:**

Upon expiration or other authorized termination of this Agreement, Licensee shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by Agency and reasonable wear and tear, and shall deliver all keys to Agency. Before surrendering the Premises, Licensee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Licensee as may be specified for removal by Agency, and shall repair any damage caused by such property or the removal thereof.

23. **HOLDING OVER:**

Subject to termination of this License and Agreement pursuant to Section 30, there will be no holding over after the expiration of the last applicable thirty (30) day term.

24. **SALE OF BUSINESS CENTER:**

Agency reserves the right at any time to assign or otherwise transfer its interest in the Business Center or any portion thereof. In the event of an assignment or transfer of its interest (other than a transfer for purposes of creating a security interest), Agency must include, as part of the documents transferring its interest, a provision obligating its successor to honor Agency's obligations under this Agreement.

25. **EMINENT DOMAIN:**

In case the whole of the Premises, or such part thereof as shall substantially interfere with Licensee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Licensee shall not because of such taking assert any claim against Agency or the taking authority for any compensation because of such taking, and Agency shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Licensee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Licensee's business, Agency shall be entitled to the entire amount of the award without deduction for any estate or interest of Licensee. In such event, Agency shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Licensee for the rent corresponding to the time during which, and to the part of the Premises of which, Licensee is so deprived on account of such taking and restoration. Nothing contained in this Section 24 shall be deemed to give Agency any interest in, or prevent Licensee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Licensee or for relocation expenses recoverable against the taking authority.

26. **DAMAGE OR DESTRUCTION:**

A. Licensee shall give prompt notice to Agency in case of fire or accidents in or near the Premises or in the common areas.

B. If the Premises are partially damaged by fire or other casualty, Agency shall repair such damage at its cost, subject to Agency's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Licensee until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Agency's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Agency shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and Agency elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Licensee.

D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Licensee, there shall be no abatement of license fee.

27. **LIENS AND ENCUMBRANCES:**

Licensee agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Licensee's acts or omissions or because of a claim against Licensee, Licensee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Agency. The failure of Licensee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

28. **ASSIGNMENT AND SUBLICENSING:**

Licensee shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Licensee, or sublicense the Premises, or any part thereof, without the prior written consent of Agency in each instance. In accordance with 13 C.F.R. Part 314, Licensee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublicense the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or sublicensing without Agency's consent shall be voidable by Agency and shall constitute a default hereunder which, at the option of Agency, shall result in the termination of this Agreement or the exercise of Agency's other remedies hereunder, or both. Consent to any assignment or sublicensing shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublicensing. The terms of any such consent shall be binding upon any persons holding by, under or through Licensee.

29. DEFAULT BY AGENCY:

In the event Agency fails to fulfill any obligation under this Agreement, Licensee shall, before exercising any right or remedy available to it, give Agency written notice of the claimed breach, default or noncompliance, which Agency shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if Agency fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Licensee of the need therefore, Licensee may exercise any right or remedy available to it under Nevada law.

30. DEFAULT BY LICENSEE:

A. Upon the occurrence of any of the following events, Agency shall have the remedies set forth in subsection B.

1) Licensee's failure to pay any license fee or any other sum due hereunder within thirty (30) days after the same shall be due.

2) Licensee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Licensee by Agency.

3) The falsification by Licensee or its agents of any document required to be furnished to Agency hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, Agency shall have the option to take any or all of the following actions, without further notice or demand of any kind to Licensee or any other person:

1) Terminate this Agreement by written notice to Licensee. In the event of such termination, Licensee agrees to immediately surrender possession of the Premises.

2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

31. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

32. **NO PARTNERSHIP:**

Agency does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Licensee in the conduct of its business or otherwise.

33. **FORCE MAJEURE:**

Each of the parties shall 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.

34. **NO WAIVER:**

Failure of Agency to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by Agency unless such waiver is in writing.

35. **PARTIAL INVALIDITY:**

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

36. **BROKER'S COMMISSIONS:**

Licensee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Licensee.

37. **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, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Agency of the Business Center, the Premises or this Agreement, Agency shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Agency's successor in interest. The preceding sentence applies only if Agency's successor-in-interest is required by the transfer documents to honor Agency's obligations under this Agreement.

38. **NON-DISCRIMINATION:**

Agency and Licensee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Licensee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Agency, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Licensee's civil rights posture and practices. Agency agrees to provide Licensee with any forms that Licensee may be required to furnish hereunder.

39. **ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon Agency or Licensee unless reduced to writing and executed by the Parties and, in the case of the Licensee, executed with the same formality as attended Licensee's execution of this Agreement.

40. **SUBMISSION OF THIS AGREEMENT:**

Submission of this Agreement for examination by Licensee does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by Agency to Licensee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. 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. **AUTHORITY OF SIGNATORIES:**

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

42. **NOTICES:**

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Agency: City of Las Vegas Redevelopment Agency
Attn: Operations Officer
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

If to the Licensee: NEWSOME MARKETING ENTERPRISE LLC
Attn: President and CEO
400 South Fourth Street, Suite 250A
Las Vegas NV 89101

Either party may designate a different address by giving written notice to the other Party.

41. **EDA APPROVAL OR WAIVER THEREOF:**

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

42. **APPROVAL OR CONSENT BY AGENCY:**

Whenever the approval or consent of Agency is required by this Agreement, such approval or consent shall not be unreasonably withheld.

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

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: Elizabeth N. Fretwell

ELIZABETH N. FRETWELL, Executive Director

"AGENCY"

ATTEST:

Beverly K Bridges

BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM

[signature] 5/31/11

Date

NEWSOME MARKETING ENTERPRISE LLC

By: [signature]

Its: President and CEO

"LICENSEE"

Exhibit A

Suite 17- Premises

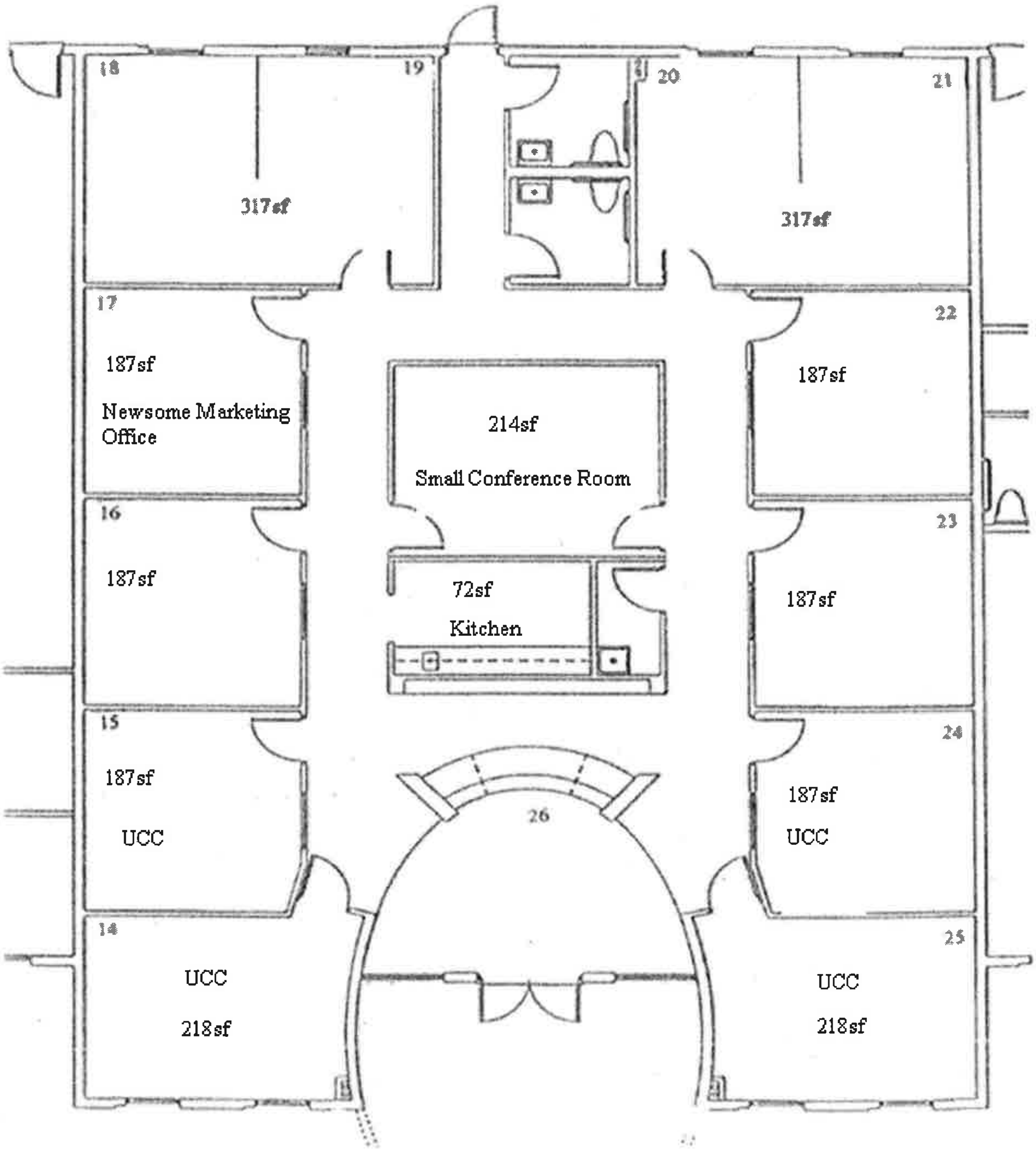

Exhibit B

Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to Agency, on this Exhibit B, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease;

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

(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;

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

(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

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

NEWSOME MARKETING ENTERPRISE LLC

By: ______________________

Its: President and CEO

Date 6/1/11

Exhibit C

Certification Regarding Drug-Free Requirements

Licensee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

   a. the dangers of drug abuse in the workplace;
   b. the Licensee's policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and,
   d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.

3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

4. Notifying the Agency within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;

5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:

   a. taking appropriate personnel action against such an employee, up to and including termination; or
   b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

NEWSOME MARKETING ENTERPRISE LLC

By: ______________________________

Its: President and CEO

Exhibit D

DISCLOSURE OF PRINCIPALS

The principals and partners of Newsome Marketing and all persons and entities holding more than 1% (one percent) interest in Newsome Marketing or any principal ________ are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Shaundell Newsome	11043 African Sunset St Henderson, NV 89052	702-562-6397
2. Arlene Newsome	11043 African Sunset Henderson, NV 89052	702-562-6397
3.		
4.		
5.		
6.		
7.		
8.		
9.		

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

By: ____________________

Its: ____________________

Subscribed and sworn to before me this

16 day of May, 2010

Gwendolyn B. White

Notary Public

GWENDOLYN B. WHITE
Notary Public State of Nevada
No. 03-79403-1
My appt. exp. Oct. 14, 2014

STATE Nevada
County of Clark

Exhibit E

Certificate of Non-Discrimination

____________________ assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that ___________________ will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. ____________________ further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the Agency, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze ____________________'s civil rights posture and practices.

I certify that the information set forth above is true and correct.

NEWSOME MARKETING ENTERPRISE LLC

By: ______________________________

Its: President and CEO

6/1/11
____
Date

ATTEST:

____

LICENSE AGREEMENT
Urban Chamber of Commerce Business Development Center

THIS LICENSE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this 5TH day of July, 2011, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body and corporate of the State of Nevada (hereinafter "Agency"), and HARRIS & WILLIAMS INC., a Nevada domestic corporation company (hereinafter "Licensee").

WITNESSETH:

WHEREAS, City of Las Vegas ("City") owns the Urban Chamber of Commerce Business Development Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City previously established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City and Agency both desire to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City has leased the Business Center to Agency in order for Agency to make available to Licensee, by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the "purpose of the EDA grant") was to construct a light industrial/office building for multiple Licensees in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations and maintenance of the Incubator are provided through the contribution of funds from the Agency; and

WHEREAS, this Agreement is consistent with the purpose of the Agency;

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

1. **AGREEMENT OF PREMISES:**

Subject to the provisions of this Agreement, Agency hereby licenses to Licensee, and Licensee hereby licenses from Agency, the use of certain space within the Business Center commonly known as 1951 Stella Lake Street, specifically Suite 36, Las Vegas, Nevada. Suite 36 in the Business Center (hereinafter the "Premises") consists of approximately 1200 square feet and its location and dimensions are shown particularly on the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Premises shall include the following: Two (2) offices per suite, one (1) reception area, one (1) restroom and approximately 800 square feet of warehouse space.

It is understood and agreed by Licensee that private offices will be available for license only by Licensee which will be occupied at least 75% of each work week either by the Licensee or the Licensee's employees or associates, with the exception of occasional vacations or business trips out of town. In the event that the office areas or cubicles will be occupied less than 75% of the work week as described earlier in this Section, then the Licensee agrees that it license will be amended to occupy shared or cubicle space.

2. **TERM:**

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a twelve (12) month basis not to exceed four (4) consecutive 12 month periods. The term shall begin on August 1, 2011, (the "Commencement Date") and shall end on July 30, 2015. In the event that either Agency or Licensee desires to terminate this Agreement, Agency (or its designated representative) or Licensee shall terminate this Agreement by providing one (1) month prior notice without cause. Such notice will not negate the obligations of the Licensee to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed four (4) 12 month periods from the Commencement Date.

3. **NON-RELOCATION:**

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (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 on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Licensee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Licensee agrees to comply with EDA policies concerning nonrelocation by furnishing to Agency, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by Agency.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Licensee's application for Agreement;

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

(iii) will expand employment in the 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 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).

4. **EMPLOYMENT:**

A. It is understood, acknowledged and agreed by Licensee that funds to reconstruct the Business Center were received from the EDA and the CDBG Program. Consistent with the requirements of those funding sources, Licensee agrees that it will implement a program to offer and provide jobs to persons of low and moderate incomes.

B. In order for Licensee to comply with the requirements of subsection A of this Section 4, Licensee either must fill at least fifty-one percent (51%) of the job openings that are created after the Commencement Date of this Agreement with persons of low to moderate income, as defined by HUD regulations, or make openings available to such persons. In order to assure that the latter alternative is met, the requirement of special skills or education may not be used as a barrier to such openings, and first consideration for filling those openings must be accorded to low to moderate income persons. Licensee may, but is not required to, fulfill this requirement of "first consideration" through the use of a referral agency that has been approved by Agency as being capable of identifying and placing eligible persons, such as Nevada Business Services. Licensee may fulfill its obligation under subsection A of this Section 4 by complying with alternative job creation plans that may be adopted and approved by Agency and the federal funding agencies described in said subsection.

C. In order to demonstrate compliance with this Section 4, Licensee shall, for each person who is hired or considered for hire, either obtain and keep on file for verification the necessary information about the person to determine low to moderate income status or otherwise document satisfaction of the requirements of this Section.

D. Licensee agrees to repay to Agency any costs which may be disallowed by Agency or the United States Government in connection with Licensee's failure to comply with the provisions of this Section 4.

5. **CONDITION OF PREMISES:**

The Premises are leased to Licensee on an "as-is" basis, except that Agency warrants that the building complies with applicable building-related codes. Agency makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

6. **MINIMUM LICENSE FEE:**

Licensee agrees to pay Agency at such place as Agency may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly license fee, the sum of Six Hundred Ninety Three Dollars and Seventy Five/Hundredths ($693.75) in advance, on the first day of each calendar month of the Agreement.

ERROR Recieved contract after June 1, 2011

Licensee agrees to pay Agency, on June 1, 2011, the first full month's license fee and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. License Fee payments made by Licensee to Agency may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Licensee shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to Agency, as additional license fee, together with Licensee's next monthly license fee payment.

7. **LICENSE FEE DEFINED:**

The term "license fee" as used in this Agreement means the minimum license fee as described in Section 5, any license fee adjustment to reflect increases or decreases in the area of the Premises, any additional license fees, any amounts to be reimbursed by Licensee and any and all other sums, no matter how designated, that are required to be paid by Licensee under this Agreement.

8. **LATE CHARGES:**

In the event Licensee is delinquent in the payment of license fee for a period in excess of ten (10) days, there shall be added to the license fee a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

9. **SECURITY DEPOSIT**

On or before the Commencement Date, Licensee agrees to deposit with Agency, in addition to the sum specified in Section 6, the sum of Six Hundred Ninety Three Dollars and Seventy Five/Hundredths ($693.75) as a security deposit for the performance by Licensee of all the covenants, terms and conditions that it is required to perform hereunder.

After the Commencement Date, if Licensee fails to pay rent or perform any other obligation, covenant, term or condition that is required to perform under this License Agreement, Agency may use, apply or retain all or part of the security deposit for the payment of rent or other amount in default, or for the payment of any other amount that Agency may spend or become obligated to spend to cure Licensee's default. If any portion of the security deposit is so used or applied, Licensee shall deposit with Agency, within fifteen (15) days after receipt of written demand therefore along with an invoice or other proof of cost to cure, the amount necessary to restore the security deposit to its original amount. The failure on Licensee's part to do so shall constitute a material breach. Agency shall be entailed to commingle the security deposit with its own funds and Licensee shall not be entailed to interest on the security deposit. If Licensee faithfully performs its obligations under this License Agreement and returns the Premises to Agency in the same condition they were in at the commencement of this License Agreement, ordinary wear and tear expected, Agency shall return the security deposit (or such portion thereof as remains) to Licensee within fifteen (15) days.

10. **KEY DEPOSIT**

Licensee is required to deposit with Agency a Key Deposit in the amount of Twenty-Five Dollars and No/Hundredths ($25) in advance of Commence Date for each key requested. Keys are the property of the City of Las Vegas and should not be duplicated. Key Deposit will be returned to Licensee upon termination of tenancy for keys returned. Deposit will not be returned to Licensee for keys not returned upon surrendering premises.

11. **USE OF PREMISES:**

A. Licensee agrees to use the Premises solely for the purpose of conducting its business, providing employment preparation and maintenance to welfare clients and economically disadvantaged individuals, which must be approved under the City Business License and duly licensed. Except as expressly consented to in writing by City, Licensee shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. In addition, Licensee agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Licensee agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City.

B. In addition, Licensee agrees to not add any computer software, hardware, or any other computer materials to the Agency-owned computer without written consent of Agency. If Licensee elects to install software in addition to that provided with the computer and receives written permission, Licensee will be fully responsible for the maintenance of the additional software. In addition, should any additional installation of software to the computer cause problems with the original system, Licensee will be responsible for repairs. Under no circumstances is Licensee to add/install/remove any hardware to the system, nor is the Licensee allowed to copy any of the originally installed software for use on other computers.

C. Licensee agrees to use reasonable caution and respect other Licensees' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Licensee agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E. Licensee agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired).

12. **LAWS, WASTE, NUISANCE:**

Licensee covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

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; and

D. Will not suffer, permit or commit any nuisance or waste.

13. **CHANGES TO AND OPERATION OF BUSINESS CENTER:**

Agency reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Agency shall endeavor to do so with a minimum of disruption to Licensee's rights under this Agreement. This Section does not diminish Licensee's right to seek any remedy available at law or in equity for injury or damage that Licensee may suffer because of Agency's alteration of the interior of the Premises.

Agency shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Agency to the building in which the Premises are located. If Agency is required to make structural repairs by reason of Licensee's negligent act or omission, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder. Agency's obligation of repair as provided for herein is expressly conditioned upon Agency's receipt of written notice, given in the manner set forth in

Section 41, of the need for such repair. Agency shall have no liability to Licensee based upon Agency's failure to repair in the absence of the notice hereby required to be given.

14. MAINTENANCE OBLIGATIONS

Agency, at its sole cost and expense, shall at all times keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, sewage facilities, electrical wiring, conduits, and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting as reasonably determined necessary by Agency.

If Licensee refuses or neglects to perform maintenance or repair as required hereunder to the reasonable satisfaction of Agency as soon as reasonably possible after written demand, Agency may make such repairs. Upon completion of any such repairs, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder.

Agency shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof, the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Agency to the building in which the Premises are located. If Agency is required to make structural repairs by reason of Licensee's negligent act or omission, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder. Agency's obligation of repair as provided for herein is expressly conditioned upon Agency's receipt of written notice, given in the manner set forth in Section 43, of the need for such repairs. Agency shall have no liability to Licensee based upon Agency's failure to repair in the absence of the notice hereby required to be given.

15. ALTERATIONS:

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

16. **UTILITIES:**

Licensee shall be responsible for and shall promptly pay all additional charges for use or consumption in or upon the Premises for heat, gas, electricity or other utilities services, including telephone repair and monthly telephone bills. Agency shall pay for and be responsible for the supply of water, sewer, and trash removal to the Premises and for utilities supplied to common areas. Agency shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Agency's negligence. Licensee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Licensee shall require additional utility facilities; the same shall be installed at Licensee's expense in accordance with plans and specifications previously approved in writing by Agency.

17. **USE OF PARKING AND OTHER AREAS:**

In connection with its use of the Premises pursuant to this Agreement, Licensee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Agency. Agency shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Licensees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Agency shall operate and maintain the parking area in such manner as Agency in its discretion shall determine. Agency shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Licensee unless notice thereof is first provided to Licensee.

18. **TAXES:**

Subject to applicable exemptions from tax, Licensee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

19. **RESPONSIBILITY AND LIABILITY:**

Licensee will be financially responsible to Agency for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Licensee and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Licensee will resist and defend at its own expense any actions or proceeding brought against Agency by reason of such claims.

20. **INSURANCE:**

Licensee agrees to procure and maintain, at its sole cost and expense, no later than the Commencement Date of this Agreement and throughout any renewal period thereof, the following:

A. Fire insurance and extended coverage insurance to cover the replacement cost of Licensee's improvements, trade fixtures, furnishings, equipment and all other personal property.

B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.

C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Licensee agrees that Agency shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Agency at least 30 days' written notice.

21. **ACCESS TO PREMISES:**

Agency shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Agency shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Licensees, and to make such repairs, additions, alterations or improvements as Agency may deem desirable. During the two (2) months prior to the expiration of this Agreement, Agency may place upon the Premises signs indicating the availability of the Premises for Agreement, which Licensee shall permit to remain thereon.

Agency may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Agency shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Licensee's vaults and safes, and Agency shall have the right to use any and all means which Agency 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 Licensee from the leased Premises or any portion thereof.

22. **SURRENDER OF PREMISES:**

Upon expiration or other authorized termination of this Agreement, Licensee shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by Agency and reasonable wear and tear, and shall deliver all keys to Agency. Before surrendering the Premises, Licensee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Licensee as may be specified for removal by Agency, and shall repair any damage caused by such property or the removal thereof.

23. **HOLDING OVER:**

Subject to termination of this License and Agreement pursuant to Section 28, there will be no holding over after the expiration of the last applicable thirty (30) day term.

24. **SALE OF BUSINESS CENTER:**

Agency reserves the right at any time to assign or otherwise transfer its interest in the Business Center or any portion thereof. In the event of an assignment or transfer of its interest (other than a transfer for purposes of creating a security interest), Agency must include, as part of the documents transferring its interest, a provision obligating its successor to honor Agency's obligations under this Agreement.

25. **EMINENT DOMAIN:**

In case the whole of the Premises, or such part thereof as shall substantially interfere with Licensee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Licensee shall not because of such taking assert any claim against Agency or the taking authority for any compensation because of such taking, and Agency shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Licensee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Licensee's business, Agency shall be entitled to the entire amount of the award without deduction for any estate or interest of Licensee. In such event, Agency shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Licensee for the rent corresponding to the time during which, and to the part of the Premises of which, Licensee is so deprived on account of such taking and restoration. Nothing contained in this Section 24 shall be deemed to give Agency any interest in, or prevent Licensee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Licensee or for relocation expenses recoverable against the taking authority.

26. **DAMAGE OR DESTRUCTION:**

A. Licensee shall give prompt notice to Agency in case of fire or accidents in or near the Premises or in the common areas.

B. If the Premises are partially damaged by fire or other casualty, Agency shall repair such damage at its cost, subject to Agency's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Licensee until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Agency's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Agency shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and Agency elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Licensee.

D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Licensee, there shall be no abatement of license fee.

27. **LIENS AND ENCUMBRANCES:**

Licensee agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Licensee's acts or omissions or because of a claim against Licensee, Licensee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Agency. The failure of Licensee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

28. **ASSIGNMENT AND SUBLICENSING:**

Licensee shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Licensee, or sublicense the Premises, or any part thereof, without the prior written consent of Agency in each instance. In accordance with 13 C.F.R. Part 314, Licensee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublicense the

Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or sublicensing without Agency's consent shall be voidable by Agency and shall constitute a default hereunder which, at the option of Agency, shall result in the termination of this Agreement or the exercise of Agency's other remedies hereunder, or both. Consent to any assignment or sublicensing shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublicensing. The terms of any such consent shall be binding upon any persons holding by, under or through Licensee.

29. **DEFAULT BY AGENCY:**

In the event Agency fails to fulfill any obligation under this Agreement, Licensee shall, before exercising any right or remedy available to it, give Agency written notice of the claimed breach, default or noncompliance, which Agency shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if Agency fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Licensee of the need therefore, Licensee may exercise any right or remedy available to it under Nevada law.

30. **DEFAULT BY LICENSEE:**

A. Upon the occurrence of any of the following events, Agency shall have the remedies set forth in subsection B.

1) Licensee's failure to pay any license fee or any other sum due hereunder within thirty (30) days after the same shall be due.

2) Licensee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Licensee by Agency.

3) The falsification by Licensee or its agents of any document required to be furnished to Agency hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, Agency shall have the option to take any or all of the following actions, without further notice or demand of any kind to Licensee or any other person:

1) Terminate this Agreement by written notice to Licensee. In the event of such termination, Licensee agrees to immediately surrender possession of the Premises.

2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

31. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

32. **NO PARTNERSHIP:**

Agency does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Licensee in the conduct of its business or otherwise.

33. **FORCE MAJEURE:**

Each of the parties shall 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.

34. **NO WAIVER:**

Failure of Agency to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by Agency unless such waiver is in writing.

35. **PARTIAL INVALIDITY:**

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

36. **BROKER'S COMMISSIONS:**

Licensee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Licensee.

37. **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, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Agency of the Business Center, the Premises or this Agreement, Agency shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Agency's successor in interest. The preceding sentence applies only if Agency's successor-in-interest is required by the transfer documents to honor Agency's obligations under this Agreement.

38. **DRUG-FREE WORKPLACE**

As a Licensee of a CDBG-funded facility, and in connection with public services offered, Desert Industries LLC agree that it shall comply with the provisions of the Drug-Free workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that Desert Industries LLC shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit C).

39. **NON-DISCRIMINATION:**

Agency and Licensee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Licensee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Agency, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Licensee's civil rights posture and practices. Agency agrees to provide Licensee with any forms that Licensee may be required to furnish hereunder.

40. **ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon Agency or Licensee unless reduced to writing and executed by the Parties and, in the case of the Licensee, executed with the same formality as attended Licensee's execution of this Agreement.

41. **SUBMISSION OF THIS AGREEMENT:**

Submission of this Agreement for examination by Licensee does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by Agency to Licensee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. 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.

42. **AUTHORITY OF SIGNATORIES:**

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

43. **NOTICES:**

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Agency:	City of Las Vegas Redevelopment Agency Attn: Operations Officer 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101
If to the Licensee:	HARRIS & WILLIAMS INC. Attn: President 7473 W. Lake Mead Blvd # 100 Las Vegas NV 89128

Either party may designate a different address by giving written notice to the other Party.

44. **EDA APPROVAL OR WAIVER THEREOF:**

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

45. **APPROVAL OR CONSENT BY AGENCY:**
Whenever the approval or consent of Agency is required by this Agreement, such approval or consent shall not be unreasonably withheld.

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

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: Elizabeth N. Fretwell
ELIZABETH N. FRETWELL, Executive Director

"AGENCY"

ATTEST:

BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM

6/14/11
Date

HARRIS & WILLIAMS INC.

By:
President

"LICENSEE"

Exhibit A

Suite 36- Premises

Las Vegas Business Center

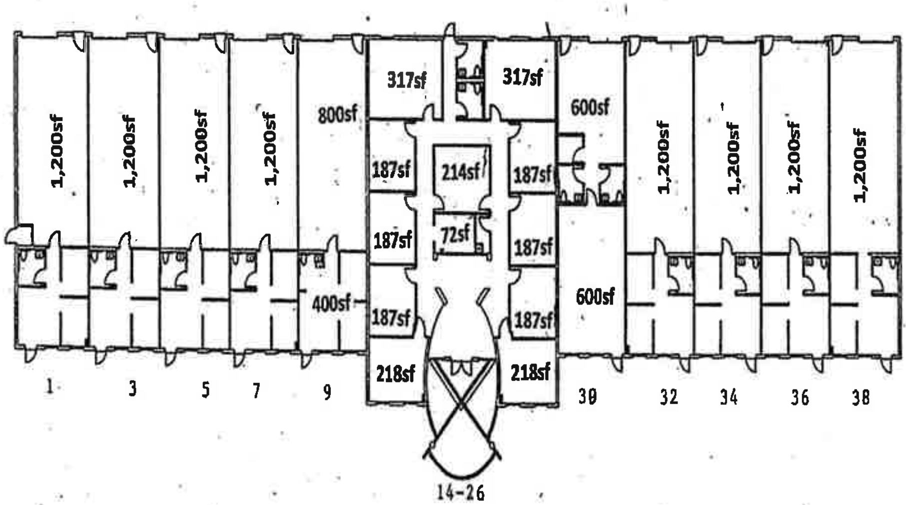
1951 Stella Lake Drive
Las Vegas, Nevada 89106

Light Industrial Incubator Units: Total of 10 units* (12,000sf)

- 1,200 square feet each unit
- Each unit- 400sf of office, meeting rooms, restroom
- Each unit -800sf of storage and/or assembly space w/rear roll-up door
- *One unit modified, 600sf for large meetings and presentations and 600sf for storage and assembly and two restrooms

Business Incubator Office Space: Total of 10 units plus common space (5,100sf)

- Six units at 187sf
- Two units at 218sf
- Two units at 317sf
- Shared conference room, 214sf
- Kitchenette, 72sf
- Reception and waiting area



Facility Layout – Total Square Footage – 17,100

Exhibit B

Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to Agency, on this Exhibit B, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease;

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

(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;

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

(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

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

HARRIS & WILLIAMS INC.

By ______________________
President

Date 6.27.2011

Exhibit C

Certification Regarding Drug-Free Requirements

Licensee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

   a. the dangers of drug abuse in the workplace;
   b. the Licensee's policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and,
   d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.

3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

4. Notifying the Agency within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;

5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:

   a. taking appropriate personnel action against such an employee, up to and including termination; or
   b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

HARRIS & WILLIAMS INC

____

President

Exhibit D

DISCLOSURE OF PRINCIPALS

The principals and partners of ___________________ and all persons and entities holding more than 1% (one percent) interest in ___________________ or any principal __________ are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Charlita Williams	7473 W. Lake Mead Blvd #100 LV NV 89128	702 782 6747
2.	Jason Williams	7473 W. Lake Mead Blvd #100 LV NV 89128	702 771 0275
3.			
4.			
5.			
6.			
7.			
8.			
9.			

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

By: ______________________

Its: ______________________

Subscribed and sworn to before me this

27th day of June, 2011.

____

Notary Public

NAFEESA SALLEE'
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 09-3420-1
MY APPT. EXPIRES AUGUST 18, 2013

Exhibit E

Certificate of Non-Discrimination

____________________ assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that ____________________ will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. ____________________ further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the Agency, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze ____________________'s civil rights posture and practices.

I certify that the information set forth above is true and correct.

HARRIS & WILLIAMS INC

____
President

6.27.2011
____
Date

ATTEST:

____