RESOLUTION NO.__R-35-2005

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT WITH CELEBRITY LAS VEGAS LLC FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-510-049

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637 and on November 4, 1996, by Ordinance 4036 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, Celebrity Las Vegas LLC (the "Participant") is the lessee of real property and improvements located at 201 North Third Street, and which parcel is commonly known as APN 139-34-510-049 (the "Site"); and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement"), which provides for the contribution of funds to Participant for making physical, visual improvements to the building located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of buildings, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those buildings, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with Participant for the Project concerning the development on the Site, all as more specifically set forth in the Agreement.

THE FOREGOING RESOLUTION was passed, adopted and approved this 6th day of April, 2005.

CITY OF LAS VEGAS

By ______________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

______________________ 3/18/05
Date

RDA Resolution Number: RA-____________

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VIP AGREEMENT

THIS AGREEMENT, entered into this ________ day of ______________________________, between the City of Las Vegas Redevelopment Agency, a public body in the State of Nevada (hereinafter referred to as the "Agency") and the following designated Owner/Lessee (hereinafter referred to as "Participant"), to wit:

Participant's Name: CELEBRITY LAS VEGAS, LLC
Participant's Corporate Entity: CELEBRITY LAS VEGAS, LLC
Ownership (check one): ____ Fee Simple ____ Majority Owner X Long-term leasehold
Address: 201 NORTH THIRD STREET
City: LAS VEGAS State: NEVADA Zip Code: 89101
Name of Business: CELEBRITY LAS VEGAS, LLC
Project Address: 201 NORTH THIRD STREET

WITNESSETH

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in, existing commercial structures; and

WHEREAS, pursuant to the Agency's Commercial Visual Improvement Program ("Commercial VIP"), the Agency agrees to rebate a portion of the cost of site improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or $50,000, whichever is lesser; and

WHEREAS, the Agency shall require a Commercial VIP participant to provide a 200% matching cash contribution to the Agency's participation to ensure that a participating business has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources; and

WHEREAS, the Agency has elected to provide an additional incentive to projects located within the Redevelopment Area and on the major street corridors of Martin Luther King Boulevard, Main Street, and Eastern Avenue ("Target Corridors), by requiring a match requirement of 100%, which is smaller than projects located outside of these Target Corridors;

WHEREAS, the Participant is the owner of a business located within the Redevelopment Area, or has a leasehold interest in a site within the Redevelopment Area for a minimum of five years subsequent to the effective date of this Agreement; and

WHEREAS, the Participant desires to participate in Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and PARTICIPANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") by contributing funds to the Participant for a Commercial VIP project. The improvement of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas (the "City") and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein. The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries of the Redevelopment Area are specifically described in the Redevelopment Plan, as amended. The Site is that portion of the Redevelopment Area shown on the "Site Photograph," attached to this Agreement as Attachment "1" and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "2" and incorporated herein by reference.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Participant warrants that it is duly organized under the laws of the State of Nevada and the city of Las Vegas. The Participant also warrants that it has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), in the Site. Such ownership or leasehold interest is demonstrated by Attachment "3", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Participant", as used in this Agreement, includes not only the Participant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Participant individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE. The Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The improvements to the Site also shall be referred to as the "Project" hereinafter. The Participant shall make the improvements to the Site according to the Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Participant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. The Participant must prepare a line item budget, acceptable to the Agency, for all work to be performed. The Agency may withhold release of its funds until an acceptable line-item budget is submitted by the Participant.

SECTION 5: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Participant to make changes to the Scope of Work.

SECTION 6: AGENCY NOTICE TO PROCEED. The Agency shall require the Participant to receive from the Agency a written Notice to Proceed, attached hereto as Attachment "6" and incorporated herein by reference, prior to the contractor commencing any construction work identified in the Scope of Work. If the contractor commences any work prior to the Agency's issuance of the Agency's Notice to Proceed to the Participant, then the Agency may pursue all equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Participant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: PARTICIPANT'S PROJECT RESPONSIBILITIES. The Participant is wholly responsible for procuring a contractor duly licensed by the State of Nevada and the City of Las Vegas for any work requiring a permit from the City of Las

Vegas. In doing so, the Participant is responsible for obtaining any warranty or performance guarantee from the contractor. The Agency shall offer no warranty, express or implied, for any work performed. If applicable Participant must procure the contractor in compliance with the "Contractor Selection and Bidding Requirements" as defined in Section 4 of this Agreement. Except for the Agency's explicit participation as defined in Section 11 hereinafter, the Participant shall be wholly responsible for any and all development costs associated with the Project. This shall include, but not be limited to, architectural, engineering, and design fees, development fees, permitting fees, traffic study fees, drainage study fees, zoning fees, or other fees associated with the Project. The Participant shall be required to maintain insurance and indemnity coverage as specified in Section 14 of this Agreement, and must comply with all terms of this Agreement.

SECTION 11: AGENCY PARTICIPATION. The Agency's participation shall be limited solely to assisting the Participant with a grant to be made on a reimbursement basis. The Agency shall reimburse the Participant for construction costs in the actual amount of $40,000.00 ("Construction Cost Maximum"), or a total grant award of $40,000.00 ("Total Agency Award"). For payment, the Participant shall submit to the Agency copies of all paid bills, cancelled checks, contractor lien waivers or release of liens, and receipts showing the full cost of and full payment for all work completed. The Agency reserves the right to pay its Total Agency Award to the Participant in one lump sum payment, or in partial payment to the Participant, based on work completed.

SECTION 12: MATCHING CONTRIBUTION REQUIREMENT. The Agency requires a matching, cash contribution from the Participant in the amount of $80,000.00 ("VIP Match"). The Participant shall be required to use its matching contribution prior to the release of any funds from the Agency. The Participant hereby agrees and warrants that it has sufficient cash or cash equivalent on hand to meet a matching contribution requirement. The Participant and the Agency agree and acknowledge that the VIP Match is equivalent to 100% of the Total Agency Award if the Site is located in a commercial street corridor designated as a "Target Corridor" by the Agency, and that the VIP Match is equivalent to 200% of the Total Agency Award if the Site is located in the Redevelopment Area but not in a Target Corridor.

SECTION 13: COMPLIANCE WITH REDEVELOPMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Participant has declared that no other reasonable means of financing are available pursuant to the Participant Affidavit, attached hereto as Attachment "7" and by this reference made a part hereof. The Participant has submitted to the Agency documentation which evidences that no other reasonable means of financing are available. The Participant has provided the Agency with an Employment Plan, which is attached hereto as Attachment "8" and by this reference is made a part hereof. Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment "9" and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purpose of this Agreement. The Agency is authorized to, and shall, record the Agreement to be Recorded Affecting Real Property after issuance of a Notice of Completion, attached hereto as Attachment "10" and incorporated herein by reference. In the event that the Participant is a Lessee, an executed Landlord Estoppel Certificate, attached hereto as Attachment "12" and incorporated herein by reference, will be required from the Participant as a condition of receiving Agency assistance under this Agreement. The Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 14: INSURANCE AND INDEMNIFICATION REQUIREMENTS. Prior to the commencement of construction (or any work related thereto) upon the Site, the Participant shall cause to be furnished, to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the general aggregate amount of at least Two Million Dollars ($2,000,000), One Million Dollars ($1,000,000) for any person, $1,000,000 for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, and $10,000 for medical expense (any one person). The policy limits of such policies may be in lesser amounts if the Participant shall provide the Agency with duplicate originals or appropriate certificates of a binder (approved by the Agency) which indemnifies and holds the Agency and the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Participant and its agents, servants, employees and contractors, and which provides for the defense of the Agency and the City against all claims or causes of actions arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction upon the Site and until the Agency has issued a Notice of Completion for the Site.

SECTION 15: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Participant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "11" and incorporated herein by reference, all members of Participant as well as all persons and entities holding more than 1% (one percent) interest in Participant or any principal member of Participant. Throughout the term hereof, Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 16: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Participant agrees to return any and all Agency Funds heretofore paid to the Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Participant shall entitle the Agency to sue the Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 17: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Chairman of the Agency or such other person that the Agency designates in writing.

SECTION 18: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 19: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 20: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 21: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Participant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 22: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 23. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "11" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Participant.

SECTION 24. TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ________________, 2005 by the Governing Board of the Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

___________________,2005.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ________________________________

CHAIRMAN

"Agency"

APPROVED AS TO FORM:

J. Tonhallo 3/18/05

Counsel to the Agency Date

ATTEST:

____

BARBARA JO RONEMUS, City Clerk

PARTICIPANT

CELEBRITY LAS VEGAS, LLC

By:__________________________

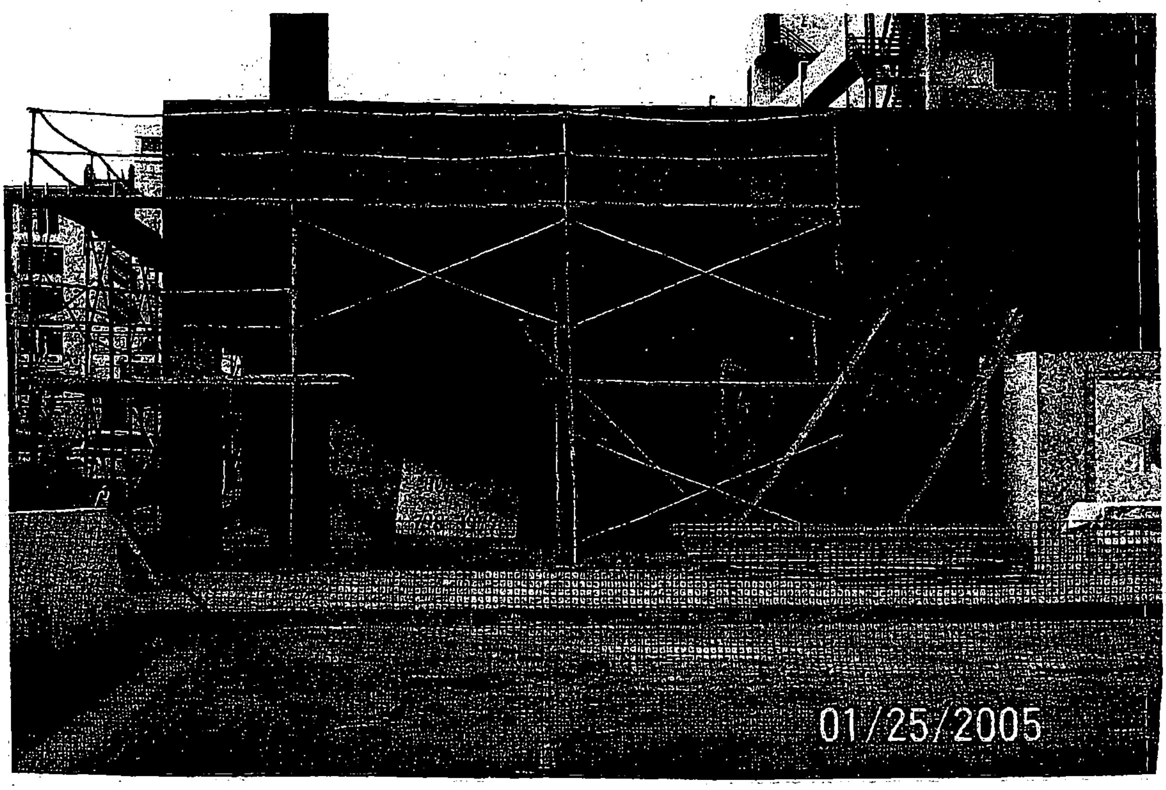
Its:__________________________

LIST OF ATTACHMENTS

ATTACHMENT "1"	SITE PHOTOGRAPH
ATTACHMENT "2"	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT "3"	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT "4"	SCOPE OF WORK
ATTACHMENT "5"	SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6"	NOTICE TO PROCEED
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT
ATTACHMENT "8"	EMPLOYMENT PLAN
ATTACHMENT "9"	AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY
ATTACHMENT "10"	NOTICE OF COMPLETION
ATTACHMENT "11"	DISCLOSURE OF PRINCIPALS FORM
AATTACHMENT "12"	LANDLORD ESTOPPEL CERTIFICATE

ATTACHMENT "1"

SITE PHOTOGRAPH



ATTACHMENT "2"

LEGAL DESCRIPTION OF THE SITE

APN: 19-34-510-049, Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), and Twenty-Three (23) in Block Seventeen (17), of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "3"

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Superceding Lease Agreement

This Superceding Lease Agreement is entered into this 2nd day of November 2004 by and between Third Street Promenade, LLC ("Landlord") and Celebrity Las Vegas, LLC ("Tenant"). Landlord and Tenant have previously entered into a Lease on April 13, 2004, in which Tenant deposited $25,000.00 with Landlord.

This agreement is entered into in order to terminate the April 13, 2004 Lease and supercede it with a new Lease dated November 2, 2004. The parties agree that all terms of the April 13, 2004 Lease are now null and void and the November 2, 2004 Lease is the valid and effective Lease.

Landlord also agrees to transfer the $25,000.00 deposit paid on April 13, 2004 Lease to the November 2, 2004 Lease.

IN WITNESS WHEREOF, this Superceding Lease Agreement is executed as of the date of the Lease execution.

TENANT:

CELEBRITY LAS VEGAS, LLC
a Nevada ~~Corporation~~, Limited Liability Co. D.T.

By: ______________________
Don Troxel, Manager

LANDLORD:

THIRD STREET PROMENADE, LLC,
a Nevada limited liability company,

By: ______________________
Andrew Donner, Manager

ATTACHMENT "3"

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

BASIC LEASE INFORMATION AND TABLE OF CONTENTS

DATE OF LEASE: November 2, 2004.

LANDLORD: THIRD STREET PROMENADE, LLC, a Nevada limited liability company.
TENANT: CELEBRITY LAS VEGAS, LLC, Nevada limited liability company.

PREMISES: A portion of the Northwest corner of 3rd St. and Ogden Ave., Las Vegas, Nevada containing approx. 8,500 square feet (the "Premises") as more particularly described and depicted on Exhibit "A". Said square footage of the Premises may vary up or down based on the final working drawings contemplated by Tenant and approved by Landlord depicted on Exhibit "B, which shall determine square footage of the Premises, consisting of internal space, and shall be attached and made part of this document when the Plans are completed by Tenant, approved in writing by Landlord and permitted by The Las Vegas City Building Department (the "Plans").

RENT/LEASE COMMENCEMENT DATE: The sooner of (a) 120 days after a Certificate of Occupancy is issued for and delivery of a "gray shell" by Landlord, or (b) upon the date Tenant opens its business to the public.

LEASE EXPIRATION DATE: Ten (10) years after Commencement with two (2) five (5) year extension option for a total of ten (10) years in extension options and a maximum duration of twenty (20) years as extended.

INITIAL ANNUAL RENT: Assuming the estimated square footage of Eight Thousand Five Hundred (8,500) Square Feet, the base annual rent shall be Two Hundred Eighty Thousand Five Hundred Dollars ($280,500.00) in aggregate (calculated at $2.75 per sq. ft.), which is to be paid monthly ($23,375.00) beginning upon the Rent Commencement Date, but subject to adjustment (depending on the final determination of square footage) and annual increases as set forth herein.

PERCENTAGE RENT: Paid quarterly based on Five Percent (5%) of Gross Sales over $6,000,000.00 for Liquor, merchandise and services sold on and from the Premises.

LEASABLE FLOOR AREA OF PREMISES: Approximately 8,500 square feet

TENANT'S PRO RATA SHARE of COMMON AREA EXPENSES: Fixed at Fifty cents (.50¢) per square foot per month, and increased by three percent (3%) annually.

USE: Nightclub/Showroom with liquor and potential limited gaming.

LANDLORD'S ADDRESS FOR NOTICES: 450 Freemont St., Suite 310, Las Vegas, NV 89101

TENANT'S ADDRESS FOR NOTICES: 850 N Main St. Dayton, OH 45405

BUSINESS HOURS: Monday-Sunday: 24 hours, or as Tenant shall desire, subject to applicable licensing regulations.

SECURITY DEPOSIT: $25,000.00

GUARANTOR: CELEBRITY LAS VEGAS, LLC

EXHIBITS:
Exhibit A - Site Plan and Common Area
Exhibit B - Floor Plan (to be provided)
Exhibit C - Memorandum of Lease
Exhibit D - Workletter Agreement
Exhibit E - Gaming Exhibit
Exhibit F - Guaranty of Lease
Exhibit G - Rules and Regulations
Exhibit H – Sign Agreement
Exhibit I - Standard Procedures for Distribution of Tenant Improvement Allowance

The basic lease information is part of the lease; however, if any of the basic lease information contradicts any provision of the

ATTACHMENT "3"

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

lease, the provisions of the lease will prevail.

ATTACHMENT "4"

SCOPE OF WORK

1/24/05

yesco

YOUNG ELECTRIC SIGN COMPANY

Finance Lease

THIS LEASE AGREEMENT is effective the 6th day of January, 2005 between YOUNG ELECTRIC SIGN COMPANY of 5119 S. Cameron St., Las Vegas, Nevada, 89118, hereinafter called "Lessor," and THIRD STREET PROMENADE, LLC dba THIRD STREET PROMENADE, a Limited Liability Company of 450 E. Fremont Street, Suite #310, Las Vegas, Nevada 89101, hereinafter called "Lessee."

LESSOR SHALL, at its own cost, manufacture and install, or otherwise provide to Lessee, the display(s) described below and hereafter called the "Sign," and does hereby lease the same to Lessee for the Term and under the conditions set forth hereafter.

THE TERM of this agreement ("Term") shall consist of 60 consecutive months, commencing on the first day of the month immediately following installation of the Sign, plus the part month remaining after installation. If installation is delayed for any reason that is not the fault of Lessor, the Term of this agreement shall commence when the Lessor is ready to install the Sign.

EACH RENTAL PAYMENT ("Monthly Rental") shall consist of two separate components: 1) an amount pertinent to the Sign maintenance benefits acquired by Lessee hereunder ("Maintenance Component"), and 2) an amount pertinent to the base lease benefits acquired by Lessee hereunder ("Base Lease Component"). These two amounts will be identified separately when invoiced each month, and only when Lessor has received payment for both components will a Monthly Rental have been paid.

LESSEE SHALL PAY LESSOR for each month during the Term of this agreement $870.00 as the Maintenance Component, and $8,260.56 including applicable sales tax as the Base Lease Component, and also prorata amounts of each component for the initial partial month. All Monthly Rentals shall be paid in advance at the office of Lessor, and shall be payable whether or not Lessee uses or operates the Sign.

LESSEE SHALL PAY LESSOR, simultaneous with the final Monthly Rental, a guaranteed end-of-lease residual ("Guaranteed Residual") in the amount of $90,000.00, including applicable sales tax. Lessee shall have no right of set off against either the Monthly Rentals or the Guaranteed Residual. Upon timely receipt of all Monthly Rentals and the Guaranteed Residual, Lessor will, upon Lessee's written request, forthwith transfer ownership of the Sign to Lessee.

AS PART SECURITY for its performance hereunder, Lessee has deposited with Lessor the sum of $45,652.80 [initials] This deposit shall be returned to Lessee upon expiration of this agreement, but only if Lessee has timely and completely performed all of its obligations hereunder. 1/24/05

Sign location: 200 Block of North Third Street Las Vegas, Nevada 89101

Sign description:

See attached two (2) page addendum for complete description.

At the end of the fabrication process and prior to the first month's billing, the Customer has the option to purchase the entire sign package as described in the attached addendum to this contract. This would be done as a cash purchase in the amount of $450,000 plus applicable Nevada state sales tax in the amount of $27,402.60 and permit fees. We recommend that, if this option be exercised, Third Street Promenade, LLC, enter into a maintenance agreement ($870.00 per month) to cover all purchased signs.

Upon the receipt of 36 consecutive on time payments, YESCO will release the Personal Guarantee on this contract. Lessee's commitment to deliver to Lessor all monthly rental payments, in advance, on the first day of each successive month is a key factor in the "AAA" rating. If any payment falls delinquent beyond thirty (30) days, this agreement will revert back to an "A" rating (based on the current interest rates at time of infraction) for the balance of the term of this contract.

Lessee and Personal Guarantor reserve the right to assign the unconditional personal guaranty at any time subject to the Lessor's approval, which shall not be unreasonably withheld.

☒ Addendum applies

☒ Manufacture ☒ Install ☐ Renewal ☐ New work ☐ Remove old sign(s) &

This is not a sales contract, and ownership of the sign will not pass to lessee unless lessee timely discharges all of its obligations set forth herein, including, without limitation, its obligations to pay monthly rentals and the guaranteed residual.

This document, including all terms and conditions on the back hereof and an addendum, if applicable, contains the entire agreement and lessee acknowledges that he/she has read, understands and agrees to be bound by the same.

Mark J. Zannie - 45 [signature] BCW

Salesperson

Accepted for YOUNG ELECTRIC SIGN COMPANY/Lessor

Williams

By

V.P.

Title

780 / 780-B

Contractor's License Number

Agreement Number

THIRD STREET PROMENADE, LLC dba THIRD STREET PROMENADE

Lessee

[signature]

By

Andrew B. Donner

Printed Name

Manager

Title

For value received, payment and performance by Lessee is unconditionally and personally guaranteed by the undersigned

[signature]

(No Title)

ATTACHMENT "4"

SCOPE OF WORK

yesco

CONTRACT ADDENDUM

Addendum to Agreement dated the 6th day January, 2005 between YOUNG ELECTRIC SIGN COMPANY and THIRD STREET PROMENADE, LLC.

The above referenced contract is continued as follows:

- For complete specifications of all signage listed below, please refer to YESCO print package #14430.
- YESCO to establish electrical requirements; customer to provide primary power to sign locations.
- All materials are to be of the highest quality. All work is to be completed according to standard practices. Any alteration from specifications must be by written, or/and with charges adjusted. All agreements are subject to strikes, delays, and accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance.

Sign #1 – Hogs and Heifers

Manufacture and install one (1) 12'-0" diameter internally illuminated sign cabinet with panaflex face and digitally printed graphics. Cabinet to be painted low-sheen black and have two (2) rows of red border neon around the perimeter of sign. Sign will be installed on front parapet wall of Hogs and Heifers store front.

Sign #2 – Water Tower and Tank

Manufacture and install support structure and completely modify supplied tank (approximately 40' overall height). Tank and structure to be faux painted to give weathered and aged look. (Base footing and primary pole structure on separate contract). Power is to be pulled to sign through pipe at roof level by electrical contractor.

Sign #3 – Triple George

Manufacture and install one (1) double-face cantilevered identification display cabinet. Cabinet to be manufactured from sheet metal and painted red. Cabinet will be internally illuminated with fluorescent illumination graphics on acrylic face. Sign to have blue and red neon around perimeter.

Sign #4 – Refurbish (1) Existing Double-Face Pylon Sign

A. Manufacture and install one (1) double-face cabinet approximately 12' in diameter with fluorescent illumination and flex faces with digital printed graphics. Cabinet is to have one (1) row of 15mm red neon around perimeter and will be painted in low-sheen black.

B. Existing cabinet (approximately 4'-0" x 12'-0") reading "TRIPLE GEORGE" is to be refurbished with new lamps and re-faced with acrylic faces with vinyl graphics. Cabinet is to be painted with a metallic gold finish. Lamps will chase.

C. New bottom cabinet (approximately 2'-6" x 10'-3") reading "CASINO" is to be manufactured of sheet metal with internal fluorescent illumination and is to have white acrylic faces with vinyl graphics.

D. Sheet metal pole cover and flashing as required to be painted dark green.

Sign #5 – Cuba

A. Manufacture and install double tube skeleton neon reading "CUBA". Approximate layout of neon is 5'-6" x 25'-5" and will be mounted directly onto the store front fascia. Color of neon is to be red. (Remote transformers on interior of building).

B. Manufacture and install double tube skeleton neon reading "BAR". Approximate layout of neon is 8'-0" x 2'-6" and will be mounted to cabinet attached directly to the store front fascia. Color of neon is to be blue.

C. Manufacture and install double tube skeleton neon reading "CUBA". Approximate layout of neon is 7'-6" x 2'-0" and will be mounted directly onto the store front fascia. Color of neon is to be red. (Remote transformers on interior of building).

yesco

ATTACHMENT "4"

SCOPE OF WORK

Sign #6 – Celebrity

A. Spire on roof top to be approximately 35' from parapet roof line. Cabinet is to be manufactured from sheet metal and externally illuminated with neon (to chase and flash). Manufacture and install three (3) sets of open face pan channel letters painted white and illuminated with double tube white neon (steady burn). Stars at top to be double-face and fabricated of sheet metal and externally illuminated with neon (to animate in flashing sequence). Sheet metal base shroud to be painted two (2) colors and will cover lower portion of pipe.

B. Manufacture and install two (2) sun fascias. Fascias to be manufactured of hard coated exterior foam with painted finish, art deco design with stars and rays to be non-illuminated.

C. Manufacture and install one (1) large raceway to be approximately 145' of sheet metal with three (3) rows of exposed border neon (green, purple and gold). Down lighting is to be approximately 6' on center with standard incandescent fluorescent can fixtures, all to steady burn. Exact colors of neon to be determined.

D. Manufacture and install one (1) standard single tube raceway along the top of the building. Raceway to be approximately 250' and will steady burn (purple).

E. Sconces are to be manufactured of sheet metal with dimensional art deco shape and have exposed neon that will steady burn. Painted finish will be semi-gloss in three (3) colors.

F. Manufacture two (2) transparency cabinets approximately 4' x 6'. Cabinets are to be internally illuminated, have hinged doors and be installed into the existing recessed cavities of the structure cover wall by the General Contractor.

G. 1) Corner marquee at store front is to have two (2) reader boards installed. Cabinets are to be manufactured with white acrylic faces and H-track as required. They will be internally illuminated with fluorescent and be supplied with 8" 300-font letters (pole and suction cup included). Cabinet is to have border neon. Corner detail on cabinet is to be skeleton neon to steady burn.

2) Manufacture and install two (2) cabinets to be internally illuminated with white acrylic faces and vinyl graphics reading "CELEBRITY". Cabinets are to have lamped raceway border with incandescent lamps (to chase). Top parapet element to have art deco design painted three (3) colors and neon (to animate).

3) Underside of marquee to be fabricated of sheet metal with incandescent down lighting approximately 2' on center (steady burn) and painted two (2) colors.

Sign #7 – Roof Sign

Manufacture and install one (1) single-face externally illuminated sign panel and structure. Sign to have exterior perimeter neon tubes. (External illumination to be provided by General Contractor). Sign includes one (1) panaflex face (graphic to be determined), installation and ratchet straps for installation of face. Additional support structure required for this sign is to be supplied by YESCO as required by C.S. Engineering.

Salesperson Mark J. Zannis – 452 acw

Accepted for
YOUNG ELECTRIC SIGN COMPANY / LESSOR

By

V.P.
Title

780 / 780B
Contractor License No.

THIRD STREET PROMENADE LLC dba THIRD STREET PROMENADE
Lessee

By

Andrew B. Donner
Printed Name

Manager
Title

For value received, payment and performance by Customer (Lessee, Buyer, Customer, or Advertiser/Agency as applicable) is unconditionally and personally guaranteed by the undersigned.

LEGACY

ATTACHMENT "5"

SCHEDULE OF IMPROVEMENTS

Performance Measure	Performance Deadline
1. Start of construction.	Has already begun
2. Completion of construction	Within 60 days of execution of this Agreement.
3. Occupancy of Site improvements by one or more tenants.	Within 75 days of execution of this Agreement.

ATTACHMENT "6"

NOTICE TO PROCEED

NOTICE TO PROCEED

WHEREAS, by Commercial VIP Agreement ("Agreement") dated ____________, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency", has agreed to provide funds to Celebrity Las Vegas, LLC, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the Agreement, the Agency shall issue a written Notice to Proceed once the Participant has satisfied all of the pre-construction requirements set forth in the Agreement.

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the Participant may proceed with the improvements specified in the Scope of Work in the Agreement.

IN WITNESS WHEREOF, the Agency has executed this Notice to Proceed.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ____________________________________
DOUGLAS A. SELBY, Executive Director, or Assign

ATTEST:

____
BARBARA JO RONEMUS, Secretary

Exhibit "A"

APN: 19-34-510-049, Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), and Twenty-Three (23) in Block Seventeen (17), of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 on Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "7"

COMMERCIAL VIP PARTICIPANT AFFIDAVIT

Approved as to boilerplate form only:

I. Lontiaso 10/10/01
Date

RDA Resolution Number: RA-____________

AFFIDAVIT OF COMMERCIAL VIP PARTICIPANT

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

I, Don Troxel ________, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of Celebrity Las Vegas, a company duly organized in the State of Nevada as a LLC __________ (Corporation/LLC/SoleProprietorship) (herein the "Participant"). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 201 N. 3rd St. ______ ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on ____________________.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

3. Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

a. Encourage the creation of new business or other appropriate development;
b. Create jobs or other business opportunities for nearby residents;
c. Increase local revenues from desirable sources;
d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
e. Possess attributes that are unique, either as to type of use or level of quality and design;
f. Require for their construction, installation or operation the use of qualified and trained labor; and
g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency.

4. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; or

ATTACHMENT "7"

COMMERCIAL VIP PARTICIPANT AFFIDAVIT

b. The Participant would not undertake the *full* set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant.

5. I have submitted true and accurate documentation to the Agency which evidences the statements I have made above.

DATED this 8th day of March 2005

Participant Name:

SIGNED AND SWORN TO before

me this 8 day of March 2005 by

LENORA M. FROELICH
Notary Public State of Ohio
No. 2002-F-18187
Qualified in Montgomery County
My Commission Expires July 2, 2007

NOTARY PUBLIC

My Commission Expires: July 2, 2007

ATTACHMENT "8"

EMPLOYMENT PLAN

The Participant's improvements as described in the Agreement are expected to utilize the services of YESCO who will place six (6) of their full time employees on the site for approximately thirty (30) days.

The Participant warrants that the construction employment and the permanent employment shall be created and retained in a manner wholly consistent with the Redevelopment Plan and the corresponding Employment Plan adopted by the Agency.

ATTACHMENT "9"

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

Recording Requested by:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

THIS AGREEMENT is entered into this ________ day of ___________ ______, 20___, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and CELEBRITY LAS VEGAS, LLC, (hereinafter referred to as the "Participant") with reference to the following:

A. The Participant is the present owner of or has a leasehold interest in certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. Redevelopment Plan, as it now exists and as it may be, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Commercial VIP Agreement entered into between the Agency and the Participant on ________________ (the "VIPA").

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Participant has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the VIPA, that the terms and provisions of the VIPA have been fully and satisfactorily performed by the Participant and that the VIPA shall be of no further force or effect.

2. The Participant, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified in the Redevelopment Plan.

b. To maintain the improvements on the Site, keep the Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Participant; provided, however, that if the Participant shall fail to so maintain the Site, the Agency may perform such maintenance for the Participant and in such event shall be entitled to be reimbursed by the Participant for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The Participant further covenants and agrees that prior to the issuance date in the Certificate of Completion, the Participant shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the issuance date in the Certificate of Completion. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

...

...

...

IN WITNESS WHEREOF, the Agency and the Participant have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By:______________________________
OSCAR B. GOODMAN, Chairman

"Agency"

ATTEST:

____
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

____
Date

CELEBRITY LAS VEGAS, LLC

By:______________________________

"Participant"

Exhibit "A"

APN: 19-34-510-049, Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), and Twenty-Three (23) in Block Seventeen (17), of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 on Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "10"

NOTICE OF COMPLETION

Recording Requested by:
City of Las Vegas Redevelopment Agency
Executive Director
400 Stewart Avenue
Las Vegas, NV 89101

NOTICE OF COMMERCIAL VIP COMPLETION

WHEREAS, by Commercial VIP Agreement ("VIPA") dated ____________, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency" provided funds to ______________, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the VIPA, the Agency, upon completion of all construction and development upon the Site, shall furnish the Participant with a Notice of Completion, which shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the VIPA; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

ATTEST:

____
BARBARA JO RONEMUS, Secretary

Exhibit "A"

APN: 19-34-510-049, Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), and Twenty-Three (23) in Block Seventeen (17), of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 on Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "11"

DISCLOSURE OF PRINCIPALS FORM

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to ontractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

ATTACHMENT "11"

DISCLOSURE OF PRINCIPALS FORM

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name	Celebrity Las Vegas, LLC
Address	850 N Main Street Dayton, OH 45405
Telephone	(937) 461-2582
EIN or DUNS	03-0528596

Block 2	Description
Subject Matter of Contract/Agreement:	Street Improvements
RFP #:	N/A

Block 3	Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Don Troxel	850 N Main Street Dayton, OH 45405	(937) 461-2582
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: __________

ATTACHMENT "11"

DISCLOSURE OF PRINCIPALS FORM

Block 5	**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ______________________________

Date of Attached Document: ______________ Number of Pages: ________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

____
Name

12-28-4
Date

Subscribed and sworn to before me this 28th day of

December, 2004.

____
Notary Public

JAMES McCARTHY, Notary Public
In and for the State of Ohio
My Commission Expires April 30, 2008

LANDLORD ESTOPPEL CERTIFICATE

Third Street Promenade, LLC, a Nevada limited liability company ("Landlord") is the owner and landlord for 211 North Third Street, Las Vegas, Nevada ("Site"). Celebrity Las Vegas, LLC, a Nevada limited liability company ("Tenant") is the tenant for the Site under the Lease as described in the Lease Description, attached hereto as Exhibit "A".

Landlord is aware of and acknowledges that Tenant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") pursuant to the Agency's Commercial VIP Program for making improvements to the Site.

The Agency has requested that Landlord provide this Landlord Estoppel Certificate ("Certificate") as acknowledgement of the terms and conditions of the Agency's Commercial VIP Agreement ("VIPA") with Tenant, as well as, the Agreement to be Recorded Affecting Real Property to be recorded against the Site.

NOW, THEREFORE, in response to the foregoing request and for good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the undersigned, a duly authorized representative of Landlord, hereby certifies and the Parties hereto do agree as follows:

1. Landlord is the landlord under that certain lease agreement described on Exhibit "A", attached hereto and incorporated herein by this reference ("Lease") pursuant to which Tenant currently leases the real property and the improvements thereon located in the City of Las Vegas, County of Clark, State of Nevada (such real property and improvements, collectively, the "Site").

2. The Lease has not been assigned, modified, changed, altered, supplemented or amended in any respect, nor have any provisions thereof been waived, except as evidenced by the amendments and assignments, if any, attached hereto. A true and complete copy of the Lease (including each of its amendments and assignments) is attached to this Agreement.

3 The Lease is valid and in full force and effect on the date hereof. The rent and other sums due and payable under the Lease have been paid through the date of this Agreement. To the Landlord's best knowledge, no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by Tenant under the Lease. Landlord has no known basis for asserting defenses or offsets against the enforcement of the Lease by Tenant.

4. No voluntary actions or, to Landlord's knowledge, involuntary actions are pending against Landlord under the bankruptcy laws of the United States or any state thereof.

5. Landlord hereby consents to: (a) Tenant's execution and delivery of the Agreement to be Recorded Affecting Real Property, to the extent that the Agreement to be Recorded Affecting Real Property provides for certain covenants and agreements on the part of the Tenant consistent with the terms and purpose of the VIPA, and (b) the Agency recording the Agreement to be Recorded Affecting Real Property against Tenant's interest under the Lease and Tenant's interest in the Premises. The terms of the Lease are not affected by the terms of the Agreement to be Recorded Affecting Real Property except as expressly set forth herein.

6. This Agreement may not be modified except by an agreement in writing signed by Landlord and Agency. This Agreement shall inure to the benefit of and be binding upon Landlord and

Agency, however this Agreement shall not be transferred or assigned without the prior written consent of Landlord and Agency.

7. Landlord understands that it is the intent of the Tenant that the statements made in this Agreement will be delivered to and relied upon by the Agency.

Dated: ____________, 2005

LANDLORD:

Third Street Promenade, LLC,
a Nevada limited liability company

By:___________________________
Name:
Title:

TENANT:

Celebrity Las Vegas, LLC,
a Nevada limited liability company

By:___________________________
Name:
Title:

EXHIBIT A

Description of Lease

Superceding Lease Agreement

This Superceding Lease Agreement is entered into this 2nd day of November 2004 by and between Third Street Promenade, LLC ("Landlord") and Celebrity Las Vegas, LLC ("Tenant"). Landlord and Tenant have previously entered into a Lease on April 13, 2004, in which Tenant deposited $25,000.00 with Landlord.

This agreement is entered into in order to terminate the April 13, 2004 Lease and supercede it with a new Lease dated November 2, 2004. The parties agree that all terms of the April 13, 2004 Lease are now null and void and the November 2, 2004 Lease is the valid and effective Lease.

Landlord also agrees to transfer the $25,000.00 deposit paid on April 13, 2004 Lease to the November 2, 2004 Lease.

IN WITNESS WHEREOF, this Superceding Lease Agreement is executed as of the date of the Lease execution.

TENANT:	LANDLORD:
CELEBRITY LAS VEGAS, LLC D.T.	**THIRD STREET PROMENADE, LLC,**
a Nevada ~~Corporation~~, limited liability Co.	a Nevada limited liability company,
By: ______	By: ______
Don Troxel, Manager	Andrew Donner, Manager

EXHIBIT A

Description of Lease

BASIC LEASE INFORMATION AND TABLE OF CONTENTS

DATE OF LEASE: November 2, 2004.

LANDLORD: THIRD STREET PROMENADE, LLC, a Nevada limited liability company.
TENANT: CELEBRITY LAS VEGAS, LLC, Nevada limited liability company.

PREMISES: A portion of the Northwest corner of 3rd St. and Ogden Ave., Las Vegas, Nevada containing approx. 8,500 square feet (the "Premises") as more particularly described and depicted on Exhibit "A". Said square footage of the Premises may vary up or down based on the final working drawings contemplated by Tenant and approved by Landlord depicted on Exhibit "B, which shall determine square footage of the Premises, consisting of internal space, and shall be attached and made part of this document when the Plans are completed by Tenant, approved in writing by Landlord and permitted by The Las Vegas City Building Department (the "Plans").

RENT/LEASE COMMENCEMENT DATE: The sooner of (a) 120 days after a Certificate of Occupancy is issued for and delivery of a "gray shell" by Landlord, or (b) upon the date Tenant opens its business to the public.

LEASE EXPIRATION DATE: Ten (10) years after Commencement with two (2) five (5) year extension option for a total of ten (10) years in extension options and a maximum duration of twenty (20) years as extended.

INITIAL ANNUAL RENT: Assuming the estimated square footage of Eight Thousand Five Hundred (8,500) Square Feet, the base annual rent shall be Two Hundred Eighty Thousand Five Hundred Dollars ($280,500.00) in aggregate (calculated at $2.75 per sq. ft.), which is to be paid monthly ($23,375.00) beginning upon the Rent Commencement Date, but subject to adjustment (depending on the final determination of square footage) and annual increases as set forth herein.

PERCENTAGE RENT: Paid quarterly based on Five Percent (5%) of Gross Sales over $6,000,000.00 for Liquor, merchandise and services sold on and from the Premises.

LEASABLE FLOOR AREA OF PREMISES: Approximately 8,500 square feet

TENANT'S PRO RATA SHARE of COMMON AREA EXPENSES: Fixed at Fifty cents (.50¢) per square foot per month, and increased by three percent (3%) annually.

USE: Nightclub/Showroom with liquor and potential limited gaming.

LANDLORD'S ADDRESS FOR NOTICES: 450 Freemont St., Suite 310, Las Vegas, NV 89101

TENANT'S ADDRESS FOR NOTICES: 850 N Main St. Dayton, OH 45405

BUSINESS HOURS: Monday-Sunday: 24 hours, or as Tenant shall desire, subject to applicable licensing regulations.

SECURITY DEPOSIT: $25,000.00

GUARANTOR: CELEBRITY LAS VEGAS, LLC

EXHIBITS:

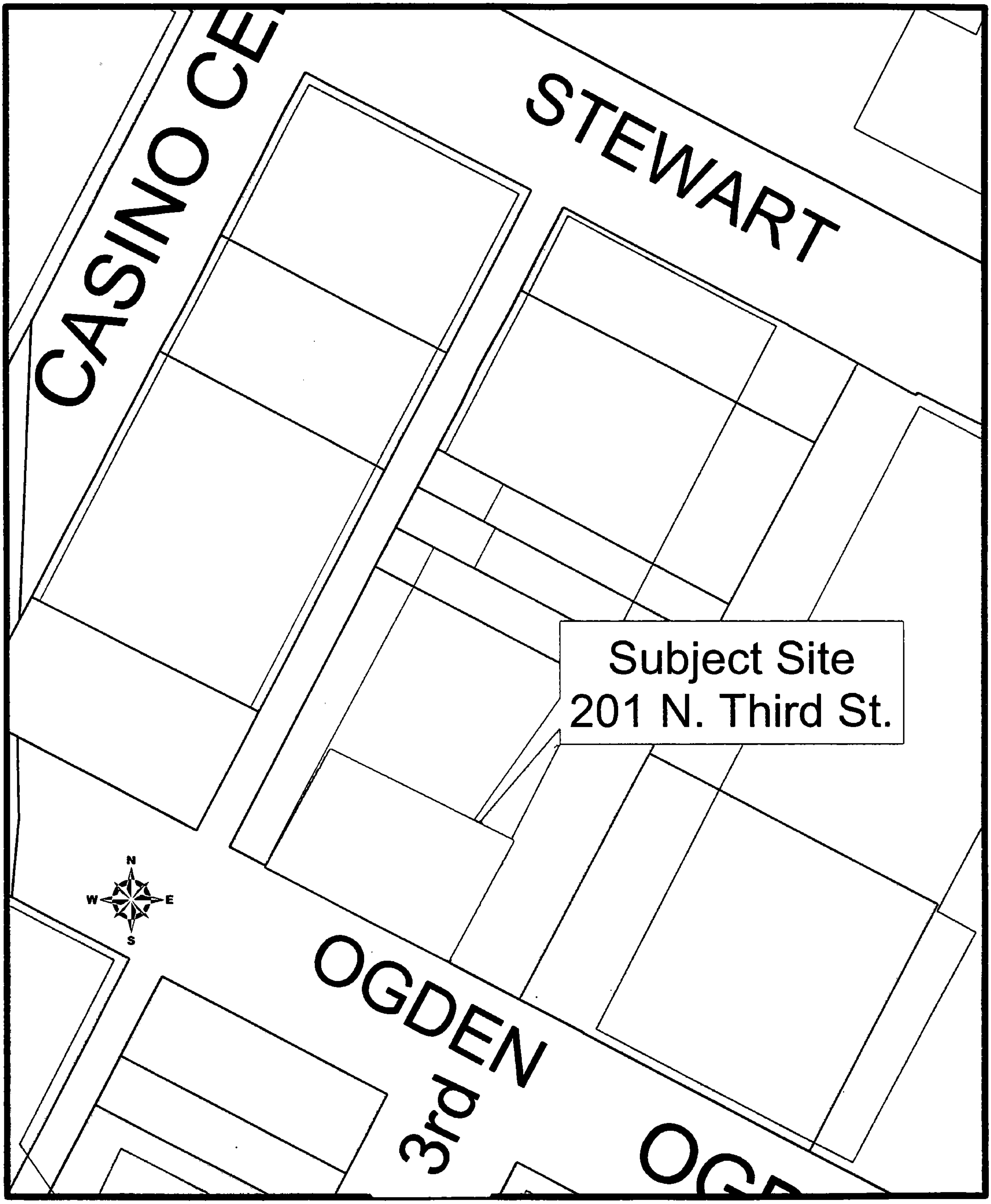
Exhibit A - Site Plan and Common Area
Exhibit B - Floor Plan (to be provided)
Exhibit C - Memorandum of Lease
Exhibit D - Workletter Agreement
Exhibit E - Gaming Exhibit
Exhibit F - Guaranty of Lease
Exhibit G - Rules and Regulations
Exhibit H – Sign Agreement
Exhibit I - Standard Procedures for Distribution of Tenant Improvement Allowance

The basic lease information is part of the lease; however, if any of the basic lease information

EXHIBIT A

Description of Lease

lease, the provisions of the lease will prevail.


CASINO CE
STEWART
Subject Site
201 N. Third St.
N
W
E
S
OGDEN
3rd
OGD

Site Map