

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (“First Amendment”) is entered into this 29th day of ~~NOVEMBER~~, 2007, by the City of Las Vegas, a Nevada municipal corporation (hereinafter “City”), and CIM LL Las Vegas, LLC, a Nevada limited liability company (hereinafter “Developer”).

WHEREAS, the City and Developer entered into an Exclusive Negotiation Agreement dated July 18, 2007, (hereinafter “ENA”) to negotiate exclusively with Developer in connection with the proposed purchase and development of the Site and to draft a mutually acceptable DDA at the conclusion of the Negotiation Period of the ENA; and

WHEREAS, Developer still desires to undertake development of the Site; and

WHEREAS, Developer has acquired controlling interest in the Lady Luck Hotel and Casino; and

WHEREAS, Developer has provided the City with a \$100,000 Developer’s Deposit as defined in the ENA; and

WHEREAS, the duration of the ENA runs up to and including November 17, 2007, for the First Negotiation Period and up to and including March 19, 2008 for the Second Negotiation Period; and

WHEREAS, the ENA requires Developer is to complete and provide to the City a master plan for development of the Site no later than November 17, 2007; and

WHEREAS, the Developer and City mutually desire to restate the Negotiation Period of the ENA and extend the time for Developer to complete and provide to the City a master plan for development of the Site; and

WHEREAS, capitalized terms which are defined in this First Amendment have the meanings given them in the ENA.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

I. Section 2.B., Negotiation Period, is hereby deleted in its entirety and the following substituted in lieu thereof:

B. Negotiation Period.

The duration of this ENA shall run from the date stated in the introductory paragraph above up to and including March 19, 2008 (hereinafter "Negotiation Period").

II. Section 2.C.i., Master Plan for Site, is hereby deleted in its entirety and the following substituted in lieu thereof:

i. Master Plan for Site.

The Developer, at Developer's expense, shall complete and provide to the City, or make available for review and inspection by the City, a master plan for development of the Site (the "Master Plan") by no later than March 19, 2008, which Master Plan may include consideration of other properties adjacent to the Site as part of the contemplated development as may reasonably be necessary to accomplish the financial and planning goals of both the City and the Developer.

The Master Plan shall strongly consider and be attentive to the historic nature of the Federal Building-Post Office, including its national historic designation, located on the Site. In addition, the Master Plan shall clearly indicate each distinct phase of the development, as well as, the specific

development items that will occur in each phase and corresponding timeline for accomplishing said development items. Phase 1 of the Master Plan shall be limited specifically to the unencumbered portion of the Site currently being used as a park.

III. Section 2.D., is hereby deleted in its entirety and the following is substituted in lieu thereof:

D. Tasks to be fully performed by the Developer during the Negotiation Period include, but are not limited to:

i. Selecting hotel and casino operating companies and providing evidence to the City of operating agreements for the Lady Luck Hotel and Casino.

ii. Providing evidence to the City of construction contracts and financing agreements to complete the renovation of the Lady Luck Hotel and Casino.

iii. Submitting plans for building permits to start construction on the renovation of the Lady Luck Hotel and Casino.

iv. Submitting complete and final documentation of a DDA, subject only to approval by the Las Vegas City Council.

All of the above required documentation in Sections D.i. – iii. shall be in sufficient detail and clarity for the City to determine that the construction on the renovation of the Lady Luck Hotel and Casino will progress to completion.


IV. Developer Ownership. Pursuant to Resolution RA-4-99 adopted by the City of Las Vegas, effective October 1, 1999, Developer warrants that it has disclosed on the form attached hereto as Exhibit “A”, all principals, including, partners or members of Developer, as

well as all persons and entities holding more than 1% interest in Developer or any principal, partner or member of the same. Throughout the Negotiation Period hereof, Developer shall provide written notification of any material change in the above disclosure within 15 days of any such change.


V. Effect. Except as expressly set forth in this First Amendment, the ENA shall remain in full force and effect in all respects. In the event of any conflict between the terms of this First Amendment and the ENA, this First Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment as of the date set forth above.


City of Las Vegas

By 
Oscar B. Goodman, Mayor

ATTEST:


Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

 11/13/07
Deputy City Attorney Date

CIM LL Las Vegas, LLC
a Nevada Limited Liability Company

By: CIM/LL Manager, LLC

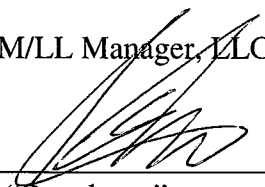

By 
"Developer" 

Exhibit "A"

DISCLOSURE OF PRINCIPALS

The principals and partners of CIM / LL Las Vegas, LLC, and all persons and entities holding more than 1% (one percent) interest in CIM / LL Las Vegas, LLC, or any principal of CIM / LL Las Vegas, LLC, are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	CIM / LL Manager LLC	6922 Hollywood Blvd. Suite 900 Hollywood, CA 90028	323-860-4900
2.	CIM Fund III, L.P.	same	same
3.	CIM Fund III, GP LLC	same	same
4.	CIM Group Inc.	same	same
5.	Limited Partners of CIM Fund III, L.P. (Various)	C/O CIM Group, Inc. 6922 Hollywood Blvd. Suite 900 Hollywood, CA 90028	same
6.	Richard Ressler	same	same
7.	Avi Shemesh	same	same
8.	Shaul Kuba	same	same
9.	Charles E. Garner	same	same
10.	John Given	same	same
11.	Monica Yamada	same	same
12.	Kelly Eppich	same	same
13.	Nick Morosoff	same	same
14.	Jeffrey Kreshek	same	same

- 15. Jeffrey Rosen same same

- 16. Terry Wachsner same same

- 17. Mary Anderson same same

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

CIM / LL Las Vegas, LLC
 By: CIM/LL Manager, LLC
 By: *[Signature]*
 Nicholas V. Morosoff
 Secretary

State of California
 County of Los Angeles

Subscribed and sworn to before me this 9th day of July, 2007
 by Nicholas V. Morosoff

[Signature]
 Notary Public Ellen Jo Rose

