

THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("Third Amendment") is made as of the 19th day of December, 2007, by and between REI Neon, LLC, a Michigan limited liability company ("REI"), and the City of Las Vegas, a municipal corporation of the State of Nevada ("City"). REI and the City are sometimes referred to collectively as the "**Parties.**"

RECITALS

- A. The City and REI entered into a Memorandum of Understanding dated August 1, 2007, the First Amendment to the Memorandum of Understanding dated September 19, 2007, and the Second Amendment to Memorandum of Understanding dated October 17, 2007 (collectively the "MOU") in which the Parties agreed to negotiate, determine the scope of, and execute necessary agreements, including, but not limited to, the Final Development Agreements, as more specifically set forth in Section 4 of the MOU, by December 19, 2007.
- B. The Parties have been negotiating in good faith to reach fundamental agreement on a development and financing plan, but desire to extend the December 19, 2007 date in order to complete the negotiation and execution of Final Development Agreements and other items required by the MOU.

NOW, THEREFORE, REI and the City agree to amend the MOU as follows:

1. The Parties agree to amend Section 4 (a) of the MOU to read as follows:

The Parties agree to negotiate, determine the scope of, and execute Final Development Agreements generally consistent with REI's proposal to the Blue Ribbon Committee on July 13, 2007, including bond financing. The Parties agree to exclude the City owned property listed in Section 3.a of REI's proposal, generally described as the city-owned portions of property bounded by Stewart Avenue, Eighth Street, I-95 and Las Vegas Boulevard, as part of the negotiations. The Final Development Agreements shall be considered by the Las Vegas City Council and executed no later than February 20, 2008 and shall include, but not be limited to, the items listed below:

The remainder of Section 4 (a) (1), (2) and (3) shall remain the same.

2. Section 6, Nonbinding Agreement, subsection (a), second sentence shall be amended to read as follows:

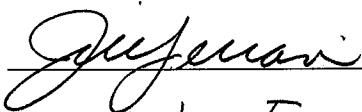
With respect to Section 2, regarding the reimbursement of the City's costs in negotiating and executing the Final Development Agreements, said Section is binding on the Parties and it is agreed that the costs incurred by

the City throughout the term of this MOU, until February 20, 2008, including all costs to be covered by the check deposited by REI and any additional costs in excess of the amount of the check, will be reimbursed by REI. Notwithstanding the foregoing, REI shall reimburse the City for the costs incurred by the City regardless of whether the Parties reach agreement and execute the Final Development Agreements.

3. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, REI warrants that it has disclosed, on the form attached hereto as Exhibit "A", all principals, including, partners of REI, as well as all persons and entities holding more than 1% interest in REI or any principal of REI. Throughout the term hereof, REI shall notify City in writing of any material change in the above disclosure within 15 days of any such change
4. Except as hereinabove set forth, the MOU shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the day and year first above written.

REI Neon LLC

By: 
Name: Jill Ferrara
Title: MEMBER

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

 12/11/07
Date

EXHIBIT "A"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

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 contractually 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.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
Name	REI Neon, LLC
Address	40900 Woodward Avenue, Suite 130, Bloomfield Hills, Michigan 48304
Telephone	(248) 540-8040
EIN or DUNS	20-8306351

Block 2	Description
	Subject Matter of Contract/Agreement:
	Memorandum of Understanding – Project Pulse
	ESP N/A

Block 3	Type of Business
<input type="checkbox"/>	Individual
<input type="checkbox"/>	Partnership
<input checked="" type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	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.	Gregg L. Orley	40900 Woodward Avenue, Suite 130 Bloomfield Hills, Michigan 48304	(248) 540-8040
2.	Robert H. Orley	40900 Woodward Avenue, Suite 130 Bloomfield Hills, Michigan 48304	(248) 540-8040
3.	Lawrence S. Lax	40900 Woodward Avenue, Suite 130 Bloomfield Hills, Michigan 48304	(248) 540-8040
4.	Jon B. Weaver	40900 Woodward Avenue, Suite 130 Bloomfield Hills, Michigan 48304	(248) 540-8040
5.	Todd M. Fink	40900 Woodward Avenue, Suite 130 Bloomfield Hills, Michigan 48304	(248) 540-8040
6.	Jill M. Ferrari	40900 Woodward Avenue, Suite 130 Bloomfield Hills, Michigan 48304	(248) 540-8040
7.	The Postolos Group, L.P. Attn: George N. Postolos	4409 Montrose, Suite 200 Houston, Texas 77006	(713) 574-9889
8.			

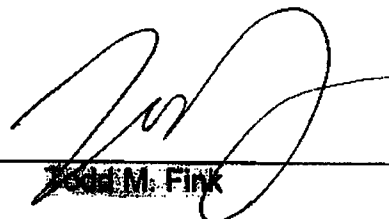
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number: _____

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: N/A
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.



Todd M. Fink

12/10/07
12/10

Subscribed and sworn to before me this 10th
day of

December, 2007.

Patricia K. Cooper
Notary Public

