THIRD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE, made and entered into this ____ day of _____, 2008, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (hereinafter referred to as "Lessor"), and VARIETY EARLY LEARNING CENTER also known as Variety Day Home, a Nevada non-profit corporation (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the parties had originally entered into a Lease Agreement on May 5, 1954, and entered into an updated Lease Agreement on June 22, 1998, under which the City leases certain real property and improvements consisting of a building approximately 10,000 square feet to Lessee, located at 990 "D" Street, Las Vegas, Nevada, and

WHEREAS, the parties entered into a First Amendment to the Lease Agreement on November 3, 1999, to allow for the contracting of a security service; and

WHEREAS, the parties entered into a Second Amendment to the Lease Agreement on February 6, 2002, to add approximately 2,100 square feet of newly constructed building improvements under the same terms as the original Lease (the Lease Agreement dated June 22, 1998, First Amendment and Second Amendment shall collectively be referred to as the "Lease Agreement").

NOW, THEREFORE, the parties agree to amend the Lease Agreement as follows:

1. Section 6. (Repairs and Maintenance) shall be deleted in its entirety and the following shall be inserted in its place:

   Lessee shall provide full maintenance and repairs for both the external and internal portions of the Premises, except those involving major plumbing, electrical, structural, or roofing systems. Lessor agrees to make any and all necessary structural, heating, air conditioning, electrical, plumbing, roofing, and other similar major repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of the Lessee, Lessee or any of its or their invitees, provided that said maintenance costs paid by the Lessor shall not exceed $20,000 in any given lease year, including repairs to sewer lines and water lines. Lessee agrees to maintain the Premises in good order, condition and repair. Ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. Lessor agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to Lessee.

2. Section 4. (Rent) shall be amended as follows:

   The mimimum rent during each renewal term shall be One and No/100ths Dollar ($1.00) due annually and will be invoiced by the City's Finance Department at the beginning of each fiscal year which commences on July 1st.

3. Section 35. (Notices) shall be amended as follows:

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

If to the Lessor:	City of Las Vegas Real Estate and Utilities 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101
With copies to:	City of Las Vegas Neighborhood Services Department 400 Stewart Avcenue, 2nd Floor Las Vegas, Nevada 89101
If to the Lessee:	Variety Early Learning Center 990 "D" Street Las Vegas, Nevada 89106

Except as set forth herein, the terms and provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

LESSOR:

CITY OF LAS VEGAS

ATTEST:

By _____
OSCAR B. GOODMAN, Mayor

BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

_____ 3/28/08
DEPUTY CITY ATTORNEY Date

LESSEE:

VARIETY EARLY LEARNING CENTER

By _____ 4/2/08
RUBY COLLINS Date