

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is entered into and effective for all purposes as of May 20, 2009 by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("Landlord"), and Richard Bryan, a sole proprietor ("Tenant"). Landlord and Tenant are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, Tenant, through execution of the Assignment and Assumption of Lease Agreement dated December 31, 2008 and consented to by Landlord through the execution of the Landlord Consent to Assignment and Assumption Agreement dated February 4, 2009, assumed the Lease between Landlord, as successor in interest to McHenry Commons Partners, LLC and Explicit Media, a Nevada corporation, dated June 1, 2007, as amended by the First Amendment to Lease dated December 17, 2008 ("Lease"), for certain premises containing approximately 730 rentable square feet known as Suite No. 445 on the 4th floor ("Premises") of the building commonly known as the Atrium Building and located at 333 North Rancho Drive, Las Vegas, Clark County, Nevada 89106 ("Building"). All agreements related to the Lease and Assignment and Assumption of the Lease are incorporated herein by this reference; and

WHEREAS, the Tenant requests to relocate from the Premises to a larger office space consisting of approximately 1,176 square feet ("New Premises") within the Building; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Term. The term of this Second Amendment commences on May 1, 2009 and terminates on December 31, 2009. Any holding over by Tenant, with the City's consent, after the expiration of the term hereof shall be construed to be a tenancy from month to month, terminable on thirty (30) days written notice by either Party, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein.

2. Delete Section 2.4 of the Lease and replace with the following:

Tenant is currently occupying Suite 445 in the Building. The Tenant will relocate to a portion of Suite 460 consisting of approximately 1,176 square feet effective May 1, 2009. Tenant has an option to expand the square footage upon Landlord approval pursuant to Section 6 of this Amendment. Tenant remains obligated to Landlord for the payment of any Monthly Installment of Rent, additional rent, and expenses which have accrued, or have been incurred by Landlord for which Tenant is liable under the Lease for Suite 445.

3. Rent. Beginning on May 1, 2009, and on the first day of each month thereafter through December 31, 2009, Tenant shall pay to Landlord the Monthly Installment of Rent, the sum of Two Thousand One Hundred Seventy Five Dollars and 60/100 Cents (\$2,175.60).

4. Security Deposit. Tenant has paid a security deposit to Landlord in the amount of One Thousand Four Hundred Sixty Dollars and No Cents (\$1,460.00) under the Lease ("Security Deposit"). The Security Deposit shall be applied to the New Premises. Tenant shall pay an additional amount of

Seven Hundred Fifteen Dollars and 60/100 Cents (\$715.60) for a total amount of Two Thousand One Hundred Seventy Five Dollars and 60/100 Cents (\$2,175.60) to be applied towards the Security Deposit.

5. Delete Section 40 of the Lease and replace with the following:

During the term of this Lease, Tenant shall have access to four (4) reserved parking spaces in the reserved parking area located on the 1st floor parking garage.

6. Modifications or Amendments. Upon approval of this amendment by the City Council and after it has been fully executed by signature of all parties, City's Real Estate & Utilities Division staff shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this Second Amendment. This may include amendments, changes of address, changes of suites, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed Ten Thousand Dollars and No Cents (\$10,000.00), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of the Lease shall be valid unless in writing and signed by all Parties.

7. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Lease shall remain in full force and effect and Tenant hereby ratifies and confirms its obligations thereunder. Tenant represents and acknowledges that as of the date of this Second Amendment, Tenant (i) is not in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by Landlord of the terms of the Lease; and (iii) is not aware of any action or inaction by Landlord that would constitute an Event of Default by Landlord under the Lease.

8. Counterparts; Electronic Delivery. This Second Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

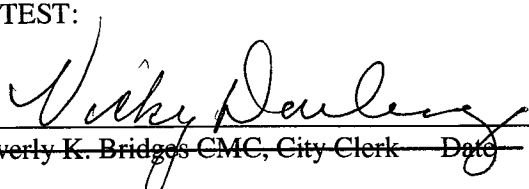
IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first written above.

"LANDLORD"

CITY OF LAS VEGAS

ATTEST:

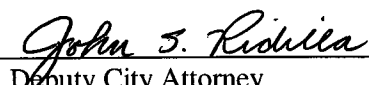
By


~~Beverly K. Bridges CMC, City Clerk~~ Date

By Vicky Darling, CMC
Acting City Clerk

Approved as to form:

By

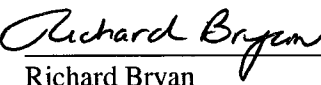
 4/27/09
Deputy City Attorney Date


Oscar B. Goodman, Mayor

Date

"TENANT"

RICHARD BRYAN

 4/28/09
Richard Bryan Date