

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND PORT OF SUBS, INC.**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), entered into this 17th day of June, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, ("Lessor"), and PORT OF SUBS, INC., a Nevada Corporation ("Lessee").

RECITALS:

WHEREAS, the parties entered into a Lease Agreement on the 5th day of November, 2003, under which the Lessor leases certain real property located at 261 North Las Vegas Boulevard, Las Vegas, Nevada, commonly known and referred to as the "Stewart Avenue Garage Retail Space" whose location is shown on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, the parties entered into a First Amendment to the Lease Agreement ("First Amendment") on October 15, 2008, in order to amend the Lease Agreement to provide for the reduction of rent.

WHEREAS, the parties desire to amend the Lease Agreement to provide for an extension of the term of the lease; a modification to the rent structure; and reduction of reserved employee parking spaces, for approximately 1,172 square feet of net useable retail space and 150 square feet of storage area.

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

1. This Second Amendment shall be effective upon the date of approval by the Las Vegas City Council.
2. Section 6, Subsection A, second sentence shall be deleted and replaced with the following:

Commencing on the first day of July, 2009, Lessee agrees to pay Lessor:

Base Rent: (premises and storage area) One Thousand Dollars and 00/100 (\$1,000.00) plus, Percentage Rent: equal to Four (4%) of all monthly sales over Eighteen Thousand Dollars (\$18,000); without demand, offset or reduction, payable monthly in advance to Lessor at City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, 6th Floor, Las Vegas, Nevada 89101.

3. The Lease Term shall be extended for a twelve (12) month period beginning January 1, 2010 ending January 1, 2011; and shall continue month to month thereafter under the same terms and conditions herein. Either party may terminate this agreement by giving the other a one hundred and twenty (120) day written notice of termination.

4. Section 6, Subsection B, shall be deleted and replaced with the following:

Throughout the term of this Agreement, Lessee shall be required to make all rental payments for three (3) reserved spaces in the SAG to Lessor. Commencing July 1, 2009, Lessee agrees to pay Lessor, as rent for the reserved parking spaces the monthly amount of One hundred Fifty Dollars and 00/00 (\$150.00). The locations of the reserved parking spaces will be at the sole discretion of the Lessor. In addition, the reserved parking spaces in the SAG are to be used by employees of the Lessee only.

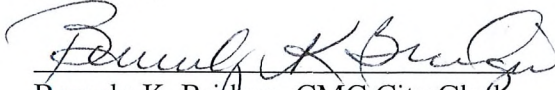
5. All other provisions of the Lease Agreement; Letter of Agreement dated October 13, 2004, and First Amendment dated October 15, 2008, that are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Second Amendment on the day and year first above written.

CITY OF LAS VEGAS
("LESSOR")

By: 
OSCAR B. GOODMAN
Mayor

ATTEST:


Beverly K. Bridges, CMC City Clerk

Approved as to form:

 6/21/07
Date

PORT OF SUBS, INC.
("LESSEE")

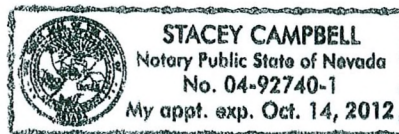
By: 
MICHAEL C. POWELL
President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 19TH day of June, 2009, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B.
GOODMAN, who acknowledged that he executed the above instrument.

Stacey L Campbell
NOTARY PUBLIC, in and for said
County and State



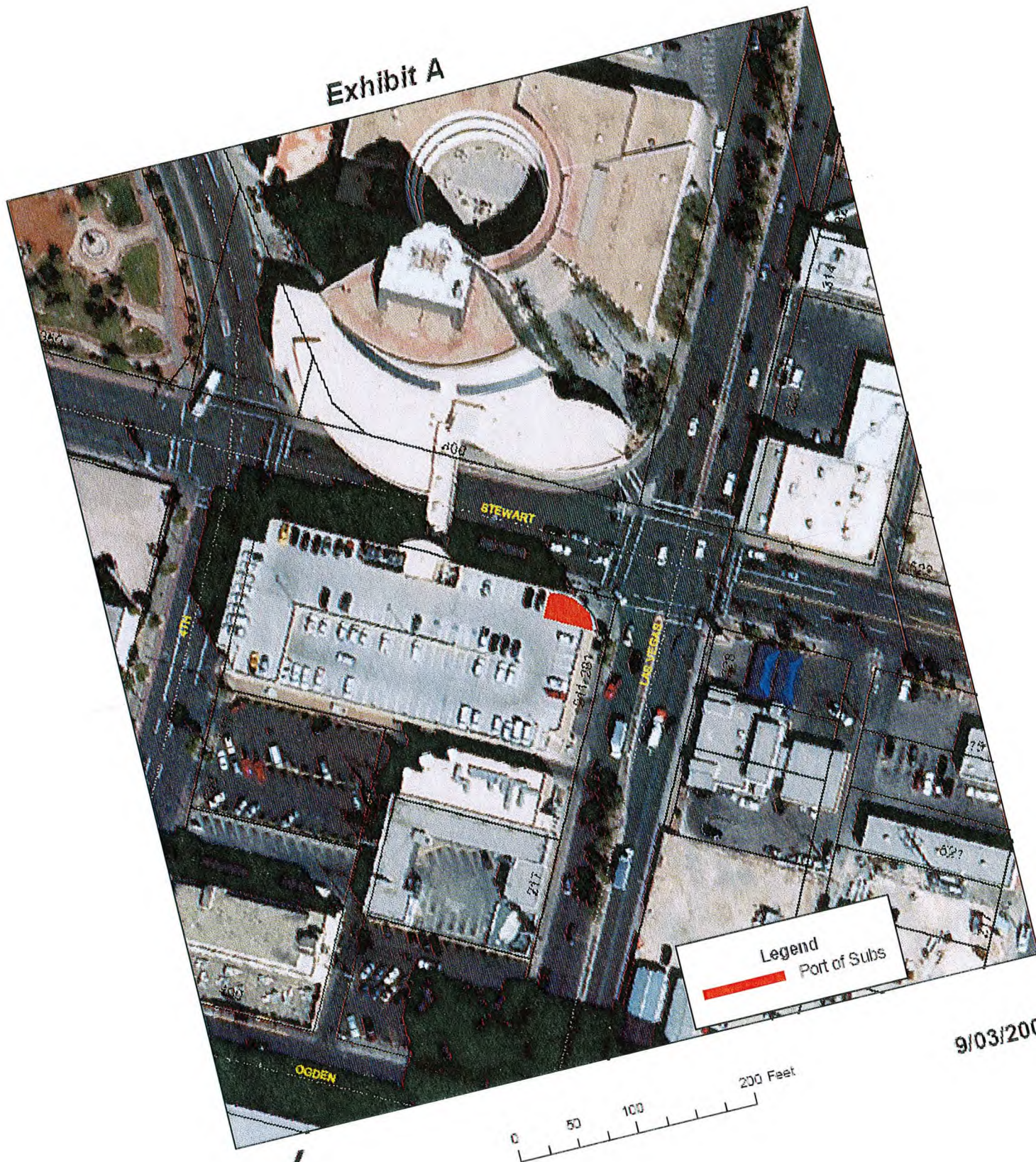
STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 26TH day of May, 2009, personally appeared before me,
the undersigned, a Notary Public in and for the County of Washoe, State of Nevada,
Mike Powell, who acknowledged that he/she executed the above instrument.

Jennifer Wallace
NOTARY PUBLIC, in and for said
County and State



Exhibit A



9/03/200