

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") is entered into and effective for all purposes as of JUNE 17, 2009 by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("Landlord"), and The Neon Museum, a Nevada nonprofit corporation ("Tenant"). Landlord and Tenant are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the Landlord and the Tenant entered into the Lease Agreement dated September 15, 2000, as amended by the First Amendment to Lease Agreement dated September 19, 2001 (collectively "Lease") for the use of certain real property located at the southwest corner of Las Vegas Boulevard and McWilliams Avenue and at the intersection of McWilliams Avenue and Encanto Drive for the development of a tourism information center and storage of neon signs; and

WHEREAS, the Assessor Parcel Numbers and area of the Premises have changed.

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. Section 1 of the Lease shall hereby be deleted and the following shall be inserted in its place:

In consideration of rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain real property (collectively "Property") as follows:

- Assessor's Parcel Number ("APN") 139-27-805-005, consisting of approximately 0.60 acres;
- APN 139-27-812-045, consisting of approximately 0.55 acres;
- A portion of APN 139-27-805-004 consisting of approximately 0.25 acres.

The Property is legally described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by this reference. The Property is generally located at the approximate southwest corner of Las Vegas Boulevard and McWilliams Avenue and at the intersection of McWilliams Avenue and Encanto Drive in the City of Las Vegas, County of Clark, Nevada.

2. Modifications or Amendments. Upon approval of this Second Amendment by the Las Vegas 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 additional amendments, changes of address, changes of parcel numbers, 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.

3. 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.

4. This Second Amendment is supplemental to the Lease Agreement and First Amendment, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. In the event of any conflict between the terms of this Second Amendment and the terms of the Lease Agreement and the First Amendment, the terms of the Second Amendment shall prevail. Except as expressly provided herein, all the terms, covenants and conditions contained in the Lease Agreement and First Amendment shall remain in full force and effect.

5. 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.

6. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, The Neon Museum warrants that it has disclosed, of the form attached hereto as Exhibit "C", all principals, including, partners of The Neon Museum, as well as all persons and entities holding more than 1% interest in The Neon Museum or any material change in the above disclosure within fifteen (15) days of any such change.

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

"LANDLORD"

ATTEST:

By: Beverly K. Bridges
Beverly K. Bridges CMC, City Clerk

CITY OF LAS VEGAS

By: Oscar B. Goodman
Oscar B. Goodman, Mayor

Approved as to form:

By: John S. Kichia 5/14/09
Deputy City Attorney Date

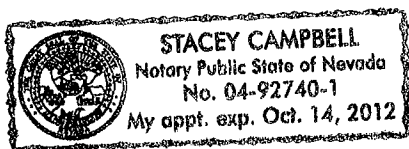
"TENANT"

THE NEON MUSEUM

By: Nancy Dean
Its: Neon Museum Board Chair

STATE OF NEVADA)
)ss.
CLARK COUNTY)

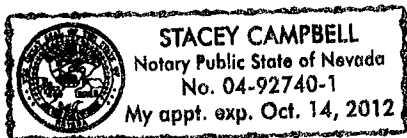
On this 19TH day of June, 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.



Stacey L Campbell
Notary Public

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 1ST day of June, 2009, before me, the undersigned Notary Public in and for said County and State, appeared, NANCY DEANER, Board Chair of The Neon Museum, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.



Stacey L Campbell
Notary Public

EXHIBIT "A"

A PORTION OF APN 139-27-805-004
OWNER: CITY OF LAS VEGAS

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND IN SUPPORT OF AN EASEMENT.

DESCRIPTION

A PORTION OF LOTS 5 AND 6 AS SHOWN ON THAT CERTAIN MAP KNOWN AS "BILTMORE ADDITION ANNEX NUMBER 3" ON FILE IN BOOK 2, PAGE 48 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE; LYING WITHIN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND DESCRIBED AS FOLLOWS:

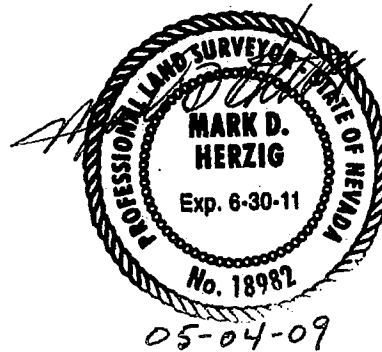
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE NORTHEAST (NE) CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 27; THENCE SOUTH 00°00'40" WEST, ALONG THE EAST LINE OF SAID LOT 6, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF NINTH STREET, A DISTANCE OF 90.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A CURVE LENGTH OF 23.56 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ENCANTO DRIVE; THENCE NORTH 89°59'20" WEST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 53.84 FEET TO THE BEGINNING OF A 125.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°14'51", A CURVE LENGTH OF 35.45 FEET WITH AN ENDING RADIAL LINE THAT BEARS SOUTH 16°14'11" EAST; THENCE NORTH 01°41'32" WEST, A DISTANCE OF 106.82 FEET; THENCE NORTH 88°17'10" EAST, A DISTANCE OF 107.04 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,917 SQUARE FEET.

BASIS OF BEARINGS

NORTH 00°00'40" EAST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN BOOK 2, PAGE 48 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

MARK D. HERZIG
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 18982
POGGEMEYER DESIGN GROUP, INC.
6960 SMOKE RANCH ROAD, SUITE 110
LAS VEGAS, NV 89128



**APN:139-27-805-004
EASEMENT EXHIBIT**

APN 139-27-709-001
CASHMAN FIELD

APN 139-26-301-004

P.O.B.

HARRIS AVENUE

ENCANTO DRIVE

BAIS OF BEARINGS

NINTH STREET

**STEWART ADDITION
BOOK 1 OF PLATS, PAGE 57**

**EASEMENT
10,917 Sq Ft**

AREA OF EASEMENT

Survey details: N88°17'10"E 346.66', N00°02'01"E, N00°00'40"E, N01°41'32"W, N89°59'20"W, S161°41'11"E (R), S161°41'32"W, 106.82', 107.04', 53.84', 90.00', 40', 40', 30', 30', 90°0'0", Δ=16°14'51", R=125.00, L=35.45, Tan=17.84, R=15.00, L=23.56, Tan=15.00.

G:\00Survey\06089 NEON BONEYARD REVERSION\dwg\06089A EASEMENT EXHIBIT.dwg 5/4/2009 8:30:31 AM PDT

POGGEMEYER DESIGN GROUP 6960 Smoke Ranch Suite 110 Las Vegas, Nevada 89128 p) 702.255.8100 f) 702.255.8375 www.poggemeyer.com	SCALE	1"=60'
	JOB NO.	06089A
	DATE	05-04-09
	DRAWING NO.	1
		OF 1

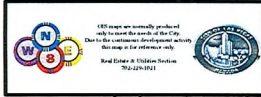
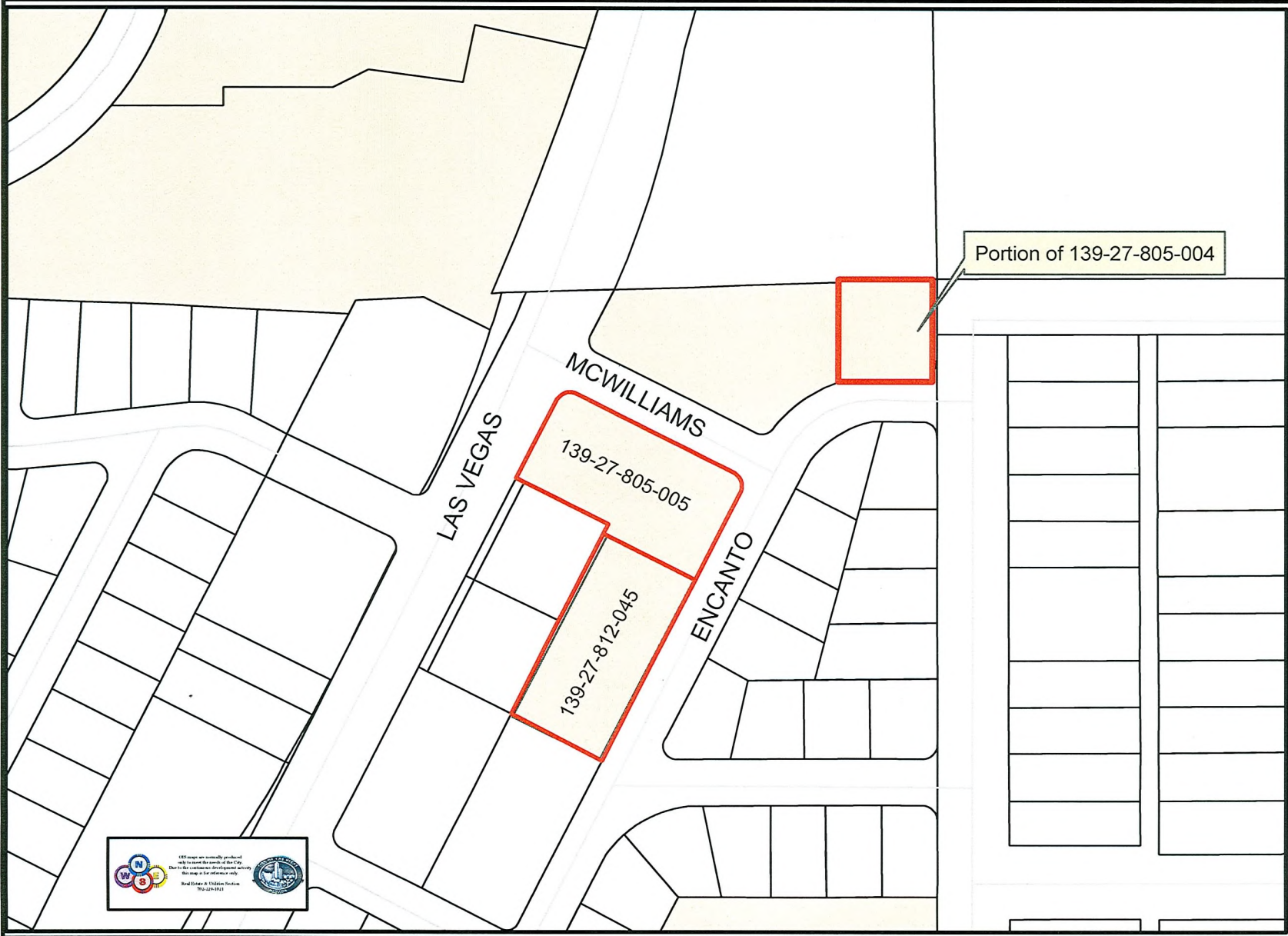
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6960 Smoke Ranch Suite 110
Las Vegas, Nevada 89128

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SCALE	1"=60'
JOB NO.	06089A
DATE	05-04-09
DRAWING NO.	1 OF 1



SITE MAP



Legend

- Parcels
- City Owned

N

Prepared by the City of Las Vegas
Real Estate & Utilities Section
4/29/09

EXHIBIT "C"
Disclosure of Principals

The principals and partners of The Neon Museum and all persons and entities holding more than 1% interest in the Neon Museum or any principal of The Neon Museum are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Donna Englelennner	2810 Somerset Springs LV NV ⁸⁹⁰⁵²	227-0666
2. Bonnie Fogel	2425 Palomino Lane LV NV 89107	616-9280
3. Cathie Kelly	UNLV PO BOX 455002 LV NV 89154	895-3894
4. Courtney Mooney	731 S. 4th St. LV NV 89101	229-5260
5. Patrick Duffy	PO BOX 14983 LV NV 89114	733-6852
6. Bill Marion	3882 Windandsea 89147	283-0813
7. John Nelson	3772 Howard Hughes Pkwy suite 1001/ ⁸⁹¹⁶⁹	650-8401
8. Dorothy Wright	5711 Alfred Dr 89102	648-4912
9. DR. Stephanie Youngblood	500 S. Rancho Rd #9 89106	870-8060
10. Michael Crandall	3900 Paradise Road Suite 101 ⁸⁹¹⁶⁹	947-8330
12 Nancy Deaner	401 S. 4th St. Suite 140 LV NV ⁸⁹¹⁰¹	229-6712

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

THE NEON MUSEUM

By: Nancy Deaner
Its: Neon Museum Board Chair

Subscribed and sworn to before me this
28 day of June, 2009.

Christina Strong
Notary Public

