

**300 STEWART AVENUE CORPORATION
FIRST AMENDMENT TO CENTENNIAL GRANT AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this 15th day of July, 2009, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("Commission") and 300 STEWART AVENUE CORPORATION, a Nevada non-profit corporation ("Corporation").

RECITALS

WHEREAS, Commission and Corporation entered into the Centennial Grant Agreement dated December 19, 2007 ("Original Agreement") which provided Centennial funds in the amount of \$300,000 ("First Grant") to be used for the acquisition and preservation of certain artifacts which would be part of the collection for the Las Vegas Museum of Organized Crime and Law Enforcement ("Museum"); and

WHEREAS, the Commission disbursed and the Corporation received \$50,000 of the First Grant which funds were used for purchasing artifacts in accordance with the Agreement; and

WHEREAS, on December 29, 2008, the Corporation submitted a request for additional Centennial funds to be used for acquiring certain artifacts, specifically, bricks from the wall of the building of The Valentine's Day Massacre ("Bricks"); and

WHEREAS, the Commission approved the additional Centennial funds in the amount of \$300,000 ("Second Grant") to be used to purchase the Bricks for exhibition purposes at the Museum subject to certain authentication and insurance conditions (the First Grant and Second Grant to be referred to collectively as the "Centennial Grant"); and

WHEREAS, the Commission and Corporation desire to amend the Agreement to incorporate the funds from the Second Grant, to specify the allocation of funds to be disbursed from the Centennial Grant and to insert additional provisions as required by the Commission Board (the Original Agreement and this First Amendment shall be collectively referred to as the "Agreement").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Original Agreement as follows:

1. Section 1.1, Centennial Grant of Funds, shall be deleted and replaced with the following:

Subject to the terms of this Agreement, the Commission hereby agrees to provide to Corporation a grant in the total amount of Six Hundred Thousand Dollars (\$600,000.00). The parties acknowledge that Fifty Thousand Dollars

(\$50,000.00) from the First Grant has been disbursed and received by the Corporation in accordance with the terms of the Agreement. The remaining amount of Five Hundred and Fifty Thousand Dollars (\$550,000) shall be used for the following subject to the terms of the Agreement:

- A. Acquisition of the Bricks in an amount not exceeding Four Hundred Thousand Dollars (\$400,000);
 - B. Initial Lease Payment of One Hundred Thousand Dollars (\$100,000) for the lease of certain artifacts from Artie Nash (the "Nash Collection") as more specifically set forth in the Artifact Lease Agreement between Corporation and Artie Nash;
 - C. Acquisition of artifacts, objects and other items of personal property ("General Artifacts") which are pertinent to the Museum's mission as it pertains to organized crime's impact on the history of Las Vegas' and the building's history (the Bricks, Nash Collection and General Artifacts shall be collectively referred to as the "Artifacts"); and
 - D. Preservation, documentation, archival storage and collection of the Artifacts for the Museum.
2. Section 1.2, Scope of Services, shall be deleted and replaced with the following:

Except for the Nash Collection which is on lease to the Corporation, Corporation represents and covenants that it shall be the true and lawful owner of the Artifacts and shall be responsible for the acquisition, preservation, documentation, archival storage and collection of the Artifacts for the Museum as described in Section 1.1 (the "Services"). Following completion of the Services, title to the Bricks and General Artifacts will remain in the name of the Corporation. In the event of dissolution of the Corporation, Corporation agrees to transfer ownership of the Bricks and General Artifacts, and to assign the lease of the Nash Collection to the City of Las Vegas.

3. Section 1.8, Funding, shall be deleted and replaced with the following:

By this Agreement, Commission shall provide Corporation a total amount of Six Hundred Thousand Dollars (\$600,000) in Centennial Grant funds to be utilized by the Corporation as set forth herein, subject to any contingencies and conditions precedents in the Agreement. The Commission shall not provide any additional Centennial funds other than as set forth herein. The Centennial Grant funds is subject to the receipt of available funds received by the State of Nevada license plate fee revenue pursuant to NRS 482.379.03.

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4. Section 1.9, Timing, fourth sentence shall be deleted and replaced with the following:

The Centennial Grant funds provided by this Agreement shall be disbursed no later than December 31, 2010 ("Expiration Date") at which time this Agreement shall terminate and any unused funds shall revert back to the Commission, unless Corporation requests at least sixty (60) days prior to the Expiration Date and the Commission approves an extension of this Agreement for an additional period of one year.

5. Section 1.10, Corporation Funding Requests, shall be deleted and replaced with the following:

When the Corporation is in need of the Centennial Grant funds, Corporation shall furnish to the Commission's Executive Director with a Requisition for Funds along with related documentation such as, invoices, cancelled checks, contracts and other items which evidence the Artifacts and/or Services as set forth in the Agreement.

As a condition to the disbursement of Centennial Grant Funds to purchase the Bricks, Commission requires the following items: (a.) a copy of a fully executed Purchase Agreement for the acquisition of the Bricks; (b.) adequate authentication due diligence which is satisfactory to the Corporation; and (c.) insurance for the Bricks, including insurance for the transportation and risk of loss until the transfer to Corporation and insurance for the Bricks in place.

As a condition to the disbursement of the Centennial Grant Funds to be used for the Initial Lease Payment of the Nash Collection, Commission requires a copy of a fully executed Artifact Lease Agreement between the Corporation and Artie Nash.

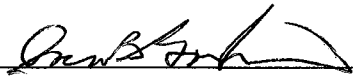
The Corporation agrees submit reports and related documentation of the expenditures made from the Centennial Grant Funds as requested by the Commission. Funding from the Centennial Grant Funds shall be made available to Corporation pursuant to the above until the amount of the Centennial Grant Funds have been exhausted.

6. Except as hereinabove set forth, the Original Agreement shall remain valid and in full force and effect.

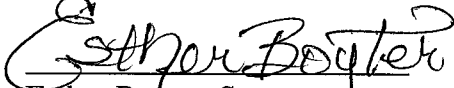
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IN WITNESS WHEREOF, the Commission and the Corporation have caused this First Amendment to be executed as of the day and year first mentioned above.

COMMISSION FOR THE LAS VEGAS
CENTENNIAL

By: 
Oscar B. Goodman, President

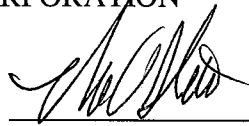
ATTEST:


Esther Boyter, Secretary

APPROVED AS TO FORM:

 7/1/09
Date

300 STEWART AVENUE
CORPORATION

By: 

Its: SEC - TREASURER