

**SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING #2005-02
BETWEEN CITY OF LAS VEGAS AND
ANDRE AGASSI CHARITABLE FOUNDATION**

This Second Amendment to the Memorandum of Understanding (MOU) is entered into this 16th day of September, 2009, by and between the City of Las Vegas, a municipal corporation with the State of Nevada ("City") and the Andre Agassi Charitable Foundation, an Ohio Corporation ("Foundation").

WHEREAS, this MOU Second Amendment is made pursuant to, and is subject to, the terms and conditions of the Original MOU dated October 5, 2005, and subsequent Amendment on October 17, 2007 between the City and the Foundation.

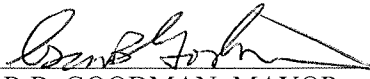
WHEREAS, Foundation desires to extend the term of the MOU.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledges, City and Foundation agree to amend the MOU as follows:

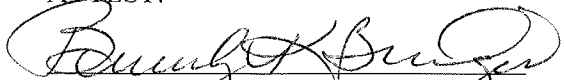
1. Section five (5)-Term of the MOU shall be amended as follows: Unless earlier terminated, in accordance with Section Six (6), Right of Termination, this MOU and the authorization provided herein shall remain in full force and effect by the governing body of the City and execution by Foundation for an extended period of two (2) years. The term will now expire on October 4, 2011. The Foundation shall have the right to renew this MOU for one (1) additional term of two (2) years.
2. Foundation represents and acknowledges that as of the date of this Second Amendment, Foundation (i) is not in default under the terms of the MOU; (ii) has no defense, set off or counterclaim to the enforcement by City of the terms of the MOU; and (iii) is not aware of any action or inaction by City that would constitute an Event of Default by City under the MOU.
3. In the event of a conflict between any provision(s) of the MOU and of this Second Amendment, the Second Amendment shall control.
4. In all other respects, the MOU is hereby ratified and confirmed, in full.
5. Upon approval of this Amendment by the City Council of the CITY and after it has been fully executed by signature of all parties, the CITY designates the Administrator of Facilities Managements' Real Estate & Utilities Section in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Agreement, such as amendments, document requiring signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date first above written.

CITY OF LAS VEGAS


OSCAR B. GOODMAN, MAYOR

ATTEST:


BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

John S. Radilla 8/7/09
DEPUTY CITY ATTORNEY Date

ANDRE AGASSI CHARITABLE
FOUNDATION


~~PERRY ROGERS, PRESIDENT~~

STEVE Miller, President/
CEO