

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is entered into and effective for all purposes as of November 18, 2009 by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("Landlord"), and James Ream ("Tenant"). Landlord and Tenant are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, Tenant previously entered into that certain lease agreement entitled Standard Office Lease dated September 3, 2002, as amended by the First Amendment to Lease dated November 8, 2003 and as amended by the Second Amendment to Lease dated February 1, 2005 for certain premises containing approximately 1,030 rentable square feet known as Suite No. 530 on the 5th 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 are incorporated herein by this reference; and

WHEREAS, on or about December 17, 2007, the Landlord purchased the Atrium and assumed the Agreement; and

WHEREAS, the Parties have agreed to amend the Agreement subject to the terms and conditions set forth in this Third Amendment, and for good and valuable consideration; and

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Unless otherwise specifically defined in this Third Amendment, the defined terms used herein shall have the meaning ascribed to them in the Agreement.

2. Term. The term of this Third Amendment commences on January 1, 2010 and terminates on July 31, 2010. Any holding over by Tenant, with the Landlord'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.

3. Rent. Beginning on January 1, 2010, and on the first day of each month thereafter through July 31, 2010, Tenant shall pay to Landlord the Monthly Installment of Rent, the sum of Two Thousand Twenty Two Dollars and 75/100 Cents (\$2,022.75). In addition to the Monthly Installment of Rent, Tenant shall pay to Landlord as Monthly Operating Expenses, the sum of Ninety Seven Dollars and 88/100 Cents (\$97.88). Total Monthly Installment of Rent and Monthly Operating Expensed owed by Tenant to Landlord per month are Two Thousand One Hundred Twenty Dollars and 63/100 Cents (\$2,120.63).

4. 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 Third Amendment. This may include amendments, changes of address, changes of suites, escrow document signature authority, adjustments to

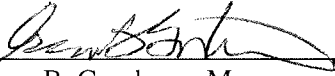
monetary revenue or expenditure not to exceed Ten Thousand Dollars and No Cents (\$10,000.00), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of the Lease shall be valid unless in writing and signed by all Parties.

5. 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 Third 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.

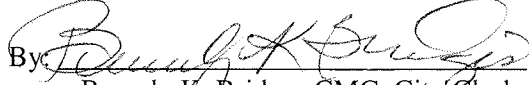
6. Counterparts; Electronic Delivery. This Third Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may 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 Third Amendment as of the day and year first written above.

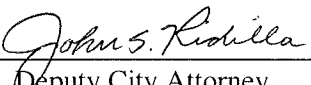
"LANDLORD"
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

Attest:

By: 
Beverly K. Bridges CMC, City Clerk

Approved as to form:

By:  10/9/09
Deputy City Attorney Date

"TENANT"
JAMES REAM

By: 
James Ream