

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is entered into and effective for all purposes as of January 6, 2009, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("Landlord"), and Rancho Security Services, LLC ("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 dated October 21, 2004, as amended by the First Amendment to Lease dated October 1, 2005 and as amended by the Second Amendment to Lease dated August 7, 2007 for certain premises containing approximately 1,333 rentable square feet known as Suite No. 790 on the 7th 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"); and

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

WHEREAS, Landlord requests to relocate Tenant from the Premises to other office space within the Building consisting of approximately 1,241 square feet ("New Premises"); and

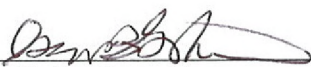
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Unless otherwise specifically defined in this Third Amendment, the defined terms used herein shall have the meaning ascribed to them in the Agreement.
2. Tenant is currently occupying Suite 790 in the Building with a term expiration of December 31, 2009. Landlord will extend the occupancy for Suite 790 through January 31, 2010. The Tenant will then relocate to Suite 750 consisting of approximately 753 square feet and Suite 535 consisting of approximately 488 square feet effective February 1, 2010. Tenant remains obligated to Landlord for the payment of any Monthly Installment of Rent, additional rent, and expenses which have accrued, or have been incurred by Landlord for which Tenant is liable under the Lease for Suite 790.
3. Delete Section 42 (Guaranty) in its entirety.
4. Term. The term of this Third Amendment commences on February 1, 2010 and terminates on August 1, 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.
5. Rent. Beginning on February 1, 2010, and on the first day of each month thereafter through July 1, 2010, Tenant shall pay to Landlord the Monthly Installment of Rent, the sum of One Thousand Eight Hundred Sixty One Dollars and Fifty Cents (\$1,861.50) for both Suites.
6. 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.

7. 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.

**CITY OF LAS VEGAS
"LANDLORD"**

By: 
Oscar B. Goodman, Mayor

ATTEST:

By: 
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

By: John S. Richella 11/23/09
Deputy City Attorney Date

**RANCHO SECURITY SERVICES, LLC
"TENANT"**

By:  12-1-09
Rick Nicholas

Title: manager of LLC