

**FOURTH AMENDMENT TO INDENTURE OF LEASE,
ASSIGNMENT OF LEASE, AND LESSOR'S CONSENT**

THIS FOURTH AMENDMENT TO INDENTURE OF LEASE, ASSIGNMENT OF LEASE, AND LESSOR'S CONSENT (the "**Fourth Amendment**") is made and entered into effective as of February 3, 2010 (the "**Effective Date**"), by and among City of Las Vegas, a municipal corporation of the State of Nevada, ("**Lessor**"), TLC Gaming Inc., a Nevada corporation ("**Lessee**") and Four Queens, Inc., a Nevada corporation ("**Assignee**").

RECITALS

A. Lessor and Lessee have entered into and are parties to an Indenture of Lease dated March 28, 1984 (the "**Original Indenture**"), which has been supplemented and amended by (a) Memorandum of Lease Term dated April 2, 1984, (b) First Amendment to Indenture of Lease dated September 7, 1988, (c) Supplement to Indenture of Lease dated April 20, 1994 (the "**Supplement to Lease**"), (d) Second Amendment to Indenture of Lease dated September 6, 1995 ("**Second Amendment**"), and (e) Third Amendment to Indenture of Lease, Assignment of Lease and Lessor's Consent dated February 6, 2006 (collectively, the "**Lease**").

B. The parties desire to amend the Lease upon the terms and conditions set forth herein.

C. Lessee desires to assign to Assignee, and Assignee desires to accept the assignment of and assume Lessee's leasehold estate in the Lease, and the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease, all in accordance with the terms of this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, Lessor, Lessee and Assignee, each in consideration of the Recitals, the agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. DEFINITIONS. Except as otherwise defined in this Fourth Amendment, capitalized terms defined in the Lease are used herein as defined therein.

2. LEASE TERM. Effective as of the Effective Date, Section 1 of the Third Amendment to Lease is deleted in its entirety. Effective as of the Effective Date, the first sentence of Section 2 of the Original Indenture is deleted in its entirety and the following is substituted therefor: The term of this Lease shall expire on the 31st day of March, 2049.

3. RENT. Effective as of the Effective Date, Section 3 of the Original Indenture and Paragraphs B and C of the Supplement to Lease are deleted in their entirety and the following is substituted therefor:

Section 3. RENT. Lessee shall pay rent to Lessor in accordance with this Section 3.

(a) Rental From Security Deposit. For rent due from December 1, 2009 through February 28, 2010 (the "**First Rental Period**"), Lessor shall apply the security deposit retained by Lessor pursuant to Section 27 of the Lease, in the aggregate amount of \$152,449.50, for full satisfaction and complete payment of Lessee's rental and other payments for such First Rental Period.

(b) Monthly Rental.

(1) Commencing on March 1, 2010 and continuing until February 28, 2015 ("**Second Rental Period**"), Lessee shall pay to Lessor on the first day of every calendar month during the Second Rental Period, at the place designated by Lessor, total monthly rental in the amount of \$38,770.88.

(2) Commencing on March 1, 2015 and continuing until February 29, 2020 (the "**Third Rental Period**"), Lessee shall pay to Lessor on the first day of every calendar month during the Third Rental Period, at the place designated by Lessor, total monthly rental in the amount of \$47,893.44.

(3) Commencing on March 1, 2020 and continuing through the term of the Lease, subject to adjustment pursuant to Section 4 below, Lessee's total monthly rental shall be \$57,016.00.

4. ADJUSTMENT OF RENTAL. Effective as of the Effective Date, the first paragraph of Section 4 of the Lease is deleted in its entirety and the following is substituted therefor:

Section 4. ADJUSTMENT OF RENTAL. Lessor shall have the right to increase the rental to be paid by Lessee pursuant to Section 3 above commencing on March 1, 2025 and at intervals of every five (5) years thereafter in the following manner:

5. SECURITY DEPOSIT. Effective as of the Effective Date, the Second Amendment and Section 27 and Section 29 of the Lease are deleted in their entirety, and any and all references in the Lease to any security deposit retained by Lessor pursuant thereto are hereby deleted. Effective as of the Effective Date, there shall be no security deposit retained by Lessor in connection with the Lease.

6. ASSIGNMENT AND CONSENT.

6.1 Assignment by Lessee. Lessee hereby assigns, transfers, conveys, sells and sets over unto Assignee Lessee's leasehold estate in the Lease, and all the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease as amended hereby (the

“Assignment”).

6.2 Acceptance and Assumption by Assignee. Assignee hereby accepts the foregoing Assignment. Assignee assumes Lessee’s leasehold estate in the Lease, and the benefits and burdens of ownership with respect thereto, together with all of Lessee’s right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease, and agrees to be bound by all terms, conditions and provisions of the Lease, as amended hereby.

6.3 Consent of Lessor. Lessor acknowledges, approves of, consents to and agrees to the Assignment and assumption set forth in this Fourth Amendment. No further consent of the undersigned or written instrument executed by the undersigned shall be required in order to evidence the undersigned’s consent to any Assignment to and assumption by Assignee, it being agreed that this Fourth Amendment shall be sufficient for all such purposes.

7. MISCELLANEOUS. References in the Lease to “the Lease Agreement,” or “this Agreement” (including indirect references such as “hereunder”, “hereby”, “herein” and “hereof”) shall be deemed to be references to the Lease as amended hereby. Except as herein provided, the Lease (together with all exhibits and attachments thereto) shall remain unchanged and in full force and effect. In the event that any provision contained in this Fourth Amendment conflicts with any other provision of the Lease, the provisions in this Fourth Amendment shall control. This Fourth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Fourth Amendment by signing any such counterpart. All section and paragraph titles or captions used in this Fourth Amendment are for convenience only and shall not be deemed a part of this Fourth Amendment unless so specified. Where the term of the Lease is referenced herein, the term includes any and all extensions thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the Effective Date.

LESSEE

TLC GAMING INC.,
a Nevada corporation,

By: Terry Caudill

Name: TERRY CAUDILL

Title: President

ASSIGNEE

FOUR QUEENS, INC.,
a Nevada corporation,

By: Terry Caudill

Name: TERRY CAUDILL

Title: President

LESSOR

CITY OF LAS VEGAS,
a municipal corporation of the State of Nevada

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

Attest:

Beverly K. Bridges
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

[Signature]
Deputy City Attorney