

FIRST AMENDMENT to SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT ("First Amendment") is made and entered into this 4th day of August, 2010, by and between the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada (the "Tenant") and the Neon Museum, a non-profit corporation under the laws of the State of Nevada (the "Landlord") The Tenant and Landlord are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties entered and executed a Sublease Agreement (the "Sublease") on February 3, 2010 for the Tenant's use of the Property to facilitate the construction of the Neon Boneyard Park; and

WHEREAS, the Parties desire to amend the term of the Sublease to;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Parties hereto agree as follows:

1. Sublease provision in Article 2.1 TERM, is amended to read as follows:

*The term of this Sublease is for a period from 12:01 A.M. Pacific Standard Time on February 1, 2010 to 11:59 P.M. Pacific Standard Time on **October 31, 2010**.*

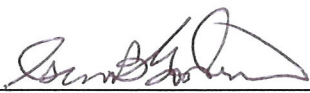
2. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Sublease shall remain in full force and effect and Tenant hereby ratifies and confirms its obligations thereunder. Tenant represents and acknowledges that as of the date of this First Amendment, Tenant (i) is 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.
3. The Parties reaffirm the Sublease and agree and acknowledge that, except as expressly amended hereby, the Sublease remains in full force and effect according to its terms. Unless otherwise defined in this First Amendment, the defined terms used herein shall have the meaning ascribed to them in the Sublease. In the event of any conflict between the terms of the Sublease and this First Amendment, the terms of this First Amendment shall govern.
4. In all other respects, the Sublease is hereby ratified and confirmed, in full.

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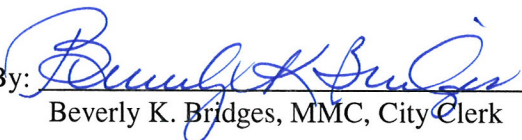
5. Counterparts; Electronic Delivery. This First Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may 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, the Parties hereto have executed this First Amendment as of the date first above written.

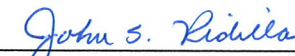
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

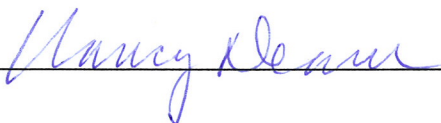
ATTEST:

By:  8/6/10
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  7/7/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

NEON MUSEUM

By: 

Name: Nancy Deane

Title: President, Board of Trustees