

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT is entered into this ____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein, the "Tenant") and Vegas Valley Corporation, a corporation duly organized and existing under the laws of the State of Nevada (collectively herein the "Landlord") of the leased premises described herein.

WITNESSETH

A. WHEREAS, Landlord and Tenant entered into a Lease Agreement dated November 1, 2000 (collectively the "Lease") to lease the property located at 704 Las Vegas Boulevard South, Las Vegas, Nevada (the "Property");

B. WHEREAS, A First Amendment was entered into on June 21, 2006 to extend the Lease and increase the monthly rental payments;

C. WHEREAS, Tenant desires to extend the Lease past its current expiration term on a month to month basis;

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 acknowledged, Landlord and Tenant agree to amend the Lease as follows;

1. HOLDING OVER. Last sentence of Paragraph 1 of the First Amendment is amended to state in its entirety as follows: "Landlord further agrees to permit Tenant to holdover on a month to month basis, at the end of the current Lease term ending October 31, 2010 provided Tenant gives Landlord at least two (2) months written notice of Tenant's intent to holdover, terminable on thirty (30) days written notice by either Party".

2. RENT DURING HOLDOVER. Paragraph 1 of the First Amendment is hereby amended to provide that the Monthly Base Rent for any holdover period shall be \$5,350 per month. Tenant agrees to pay Landlord the rent monthly in advance on the first (1st) day of each and every calendar month during the term of this Lease. If payment is not received by the 10th of each month, the rent is considered late and subject to a Two Hundred Dollar (\$200.00) penalty payment.

3. NOTICES. Section 4.3 of the Lease shall be amended to change the address of the Landlord as follows:

LANDLORD: Brent E. Leavitt
5845 Wilson Road
Colorado Springs, CO 80919

All rental payments should be forwarded for payment to the address listed above.

4. Landlord has the right to erect on or near a property line, at least two (2) signs no larger than four (4) feet by eight (8) feet advertising future availability of the property for lease, sell, or trade. The signs being installed must be consistent with local rules and regulations.

All of the other terms of the Lease shall remain in full force and effect except as specifically modified by this Second Amendment.

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

Attest:

"Tenant" City of Las Vegas

Beverly K. Bridges MMC, City Clerk

Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

"Landlord" Vegas Valley
Corporation

John S. Ridilla 7/6/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney


Brent E. Leavitt, Esq.
President