FORM OF
FIRST AMENDMENT TO LOAN AGREEMENT

CITY OF LAS VEGAS, NEVADA

and

KEEP MEMORY ALIVE

FIRST AMENDMENT TO LOAN AGREEMENT

Dated as of November 1, 2010

FIRST AMENDMENT TO LOAN AGREEMENT

This FIRST AMENDMENT TO LOAN AGREEMENT dated as of November 1, 2010 (the "First Amendment") between the CITY OF LAS VEGAS, NEVADA, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Nevada (the "City") and KEEP MEMORY ALIVE, a nonprofit corporation duly organized and existing under the laws of the State of Nevada ("KMA") supplements and amends the Loan Agreement dated as of May 1, 2007 (the "Original Loan Agreement") between the City and KMA.

WITNESSETH:

WHEREAS, the City is authorized by the City Economic Development Revenue Bond Law, Nevada Revised Statutes Sections 268.512 to 268.568, inclusive (the "Act"), to issue bonds to finance projects located within the City or within ten miles of the corporate boundaries of the City to promote the social welfare of the residents of the City by enabling "corporations for public benefit" (as defined in the Act) to acquire, develop, expand and maintain facilities that provide services for those residents; and

WHEREAS, the Act authorizes the City (i) to issue its revenue bonds for the purpose of defraying the cost of financing any project and all incidental expenses incurred in connection with the issuance of such bonds, (ii) to enter into financing agreements with others for the purpose of providing revenues to pay the bonds authorized to be issued under the Act and upon such terms and conditions as the City Council of the City may deem advisable, and (iii) to secure the payment of the principal of, premium, if any, and interest on such bonds as provided in the Act; and

WHEREAS, the City has heretofore issued pursuant to the Act its Variable Rate Demand Economic Development Revenue Bonds (Keep Memory Alive Project) Series 2007A in the aggregate principal amount of $68,600,000 (the "Series 2007A Bonds") and its Taxable Variable Rate Demand Economic Development Revenue Bonds (Keep Memory Alive Project) Series 2007B in the aggregate principal amount of $5,400,000 (the "Series 2007B Bonds" and together with the Series 2007A Bonds, the "Bonds") pursuant to an Indenture of Trust dated as of May 1, 2007 (the "Indenture") between the City and The Bank of New York Trust Company, N.A. (now known as The Bank of New York Mellon Trust Company, N.A.), as trustee; and

WHEREAS, the proceeds of the Bonds were loaned to KMA, a "corporation for public benefit", as defined in the Act, pursuant to the Original Loan Agreement to finance the costs of the construction of a building located on a parcel of land acquired by KMA and the acquisition and installation of personal property and facilities in such building and on such land, to pay interest on the Bonds for a period estimated to be one year and to pay certain costs of issuance incurred in connection with the issuance of the Bonds; and

WHEREAS, The Cleveland Clinic Foundation, an Ohio nonprofit corporation ("Cleveland Clinic"), has become the sole member of KMA and, in connection therewith, the City and KMA desire to amend certain provisions of the Original Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

Section 1. All words and phrases defined in Article I of the Original Loan Agreement shall have the same meaning in this First Amendment.

Section 2. Section 1.1 of the Original Loan Agreement is hereby amended by adding the following definition thereto:

"Cleveland Clinic" means (i) The Cleveland Clinic Foundation, an Ohio nonprofit corporation, and (ii) its successors and assigns.

Section 3. Section 8.4 of the Original Loan Agreement is hereby amended to read as follows:

> Section 8.4 Financial Statements. KMA covenants that it will keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of KMA, in accordance with generally accepted accounting principles; and commencing with the fiscal year ending December 31, 2010, KMA will cause the Cleveland Clinic to furnish to the Trustee (i) within 150 days after the end of each fiscal year of the Cleveland Clinic all financial information of KMA incorporated in the annual consolidating financial statements of the Cleveland Clinic or used in connection with the preparation of the annual financial statements of the Cleveland Clinic, and (ii) a certificate of the chief financial officer or the chief accounting officer of the Cleveland Clinic to the effect that (A) he or she has reviewed the unaudited consolidating financial information of KMA for such fiscal year and (B) such financial information was prepared in accordance with generally accepted accounting principles.

Section 4. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. This First Amendment shall be governed and construed in accordance with the law of the State of Nevada.

Section 6. All covenants, obligations and agreements of the City contained in this First Amendment shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, official, officer, agent or employee of the City or the City Council of the City in other than his or her official capacity, and neither the members of the City Council nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the City contained in this First Amendment.

It is understood and agreed by KMA that no covenant of the City herein shall give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers and shall never constitute the debt or indebtedness of the City, the State of Nevada, or any political subdivision of the State of Nevada within the meaning of any provision or limitation of the Constitution or statutes of the State of Nevada and shall not constitute nor give rise to a pecuniary liability of the City, the State of Nevada or any political subdivision of the State of Nevada or a charge against the general credit or taxing powers of such entities. It is further understood and agreed by KMA that the City and its officers and employees shall incur no pecuniary liability hereunder, and that the City shall not be liable for any expenses related hereto, all of which KMA agrees to pay.

Section 7. Except as amended by this First Amendment, the provisions of the Original Loan Agreement are hereby ratified and confirmed.

Section 8. This First Amendment shall become effective upon the execution and delivery hereof by the City, KMA, the Trustee, PNC Bank, National Association, as issuer of the Letter of Credit and the Remarketing Agent, as holder of 100% in aggregate principal amount of the Bonds outstanding. The parties hereto hereby waive any notices required to be sent by the Trustee pursuant to Section 10.02 of the Indenture.

IN WITNESS WHEREOF, the City and KMA have caused this First Amendment to be executed in their respective names and have caused their respective seals to be hereunto affixed and to be attested by their duly authorized officers, all as of the date first above written.

CITY OF LAS VEGAS, NEVADA

By ______________________________
Mayor

[SEAL]

Attest:

____
City Clerk

Approved as to Form:

[signature] 10/25/10

KEEP MEMORY ALIVE, a Nevada Nonprofit corporation

By ________________________________
Treasurer

[SEAL]

Attest:

____
Secretary

The undersigned hereby consent to the execution and delivery of this First Amendment to Loan Agreement:

The Bank of New York Mellon Trust Company, N.A.,
as Trustee

By________________________________
Vice President

PNC Bank, National Association,

By________________________________

PNC Capital Markets LLC

By________________________________
Managing Director