SECOND AMENDMENT TO PARKING LICENSE AGREEMENT
BETWEEN
FAEC HOLDINGS WIRRULLA, LLC AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY

THIS SECOND AMENDMENT TO PARKING LICENSE AGREEMENT ("Second Amendment"), entered into this 20th day of May, 2009, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community redevelopment laws of the State of Nevada, ("Licensor" or "RDA"), and FAEC HOLDINGS WIRRULLA, a Delaware limited liability company ("Licensee").

RECITALS:

WHEREAS, the parties entered into a Parking License Agreement on the 15th day of October, 2008, under which the Licensor granted Fifty (50) general access parking pass cards ("Cards"), to Licensee, as the air rights owner of the retail development commonly known as "Neonopolis", for its tenants, employees and invited guests, located at 450 Fremont Street, Las Vegas, Nevada, whose location is shown on the Site Map, Exhibit "A" attached hereto, and;

WHEREAS, the parties entered in a First Amendment to the Parking License Agreement ("First Amendment") on January 7, 2009 in order to amend the Parking License Agreement to provide for an additional One Hundred Fifty (150) Cards for use in the RDA's subterranean parking garage located under the Neonopolis retail development (the "Property") (the Parking License Agreement and First Amendment to be referred to collectively as the "Agreement").

WHEREAS, the parties desire to amend the Agreement to provide for a modification in the default period.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. This ***Second Amendment to Parking License Agreement*** shall be effective upon the date of execution by the City of Las Vegas Redevelopment Agency.

2. This ***Second Amendment to Parking License Agreement*** does not alter or modify the Reciprocal Easement Agreement ("REA") First Amendment dated June 9, 2006, Section 2.17, Reimbursement of Future Utility Costs and Pro Rata Costs, or any future amendments to the REA.

3. Section 4 of the First Amendment, entitled "Termination", second paragraph shall be deleted and replaced with the following:

An event of default by Licensee, as set forth in Section 16 of the Parking License Agreement, shall have occurred upon the any of the following:

(a) the ***CBS Star Trek Experience*** multi-venue attraction fails to open to the public by May 1, 2010;

(b) any phase of the CBS Star Trek Experience multi-venue attraction ceases operations at the Neonopolis retail complex for any period exceeding one-hundred eighty (180) days without prior approval of Licensor;

(c) Licensee fails to provide a status report in person to the Governing Board of the RDA as required by Section 4 of this Second Amendment; or

(d) any evidence of default of the Licensing Agreement between CBS Consumer Products, CBS Broadcasting, Inc. and Rohit Joshi d.b.a. Joshi & Associates occurs throughout the Term of this Agreement.

Upon the occurrence of an event of default, Licensor shall deem the First Amendment and Second Amendment null and void and the Additional Cards provided by the First Amendment shall be immediately revoked. Termination of the Additional Cards provided by the First Amendment shall be effective immediately upon receipt of written notice to the Licensee.

4. Licensee agrees that it shall present a status report to the Governing Board of the RDA every ninety (90) days beginning on August 19, 2009 and throughout the Term of this Agreement. Such status report shall be presented in person and shall include adequate and detailed information and updates regarding the retail development of Neonopolis. Failure to comply with this provision shall constitute an event of default of the Agreement and the Licensor may terminate the Agreement, in whole or in part, for cause. In addition, the Agency reserves the right to revoke and/or terminate without cause this Agreement, in whole or in part, at its sole discretion pursuant to Section 17 of the Parking License Agreement.

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5. All other provisions of the Parking License Agreement and First Amendment that are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Second Amendment on the day and year first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
("LICENSOR")

By: _____
OSCAR B. GOODMAN
Chairman

ATTEST:

_____
Beverly K. Bridges, Secretary

Approved as to form:

_____ 6/10/09
Date

FAEC HOLDINGS WIRRULLA
("LICENSEE")

By: _____
DHARMESH BHANABHAI
Managing Member

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 19TH day of June, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2012

Stacey L Campbell
NOTARY PUBLIC, in and for said
County and State

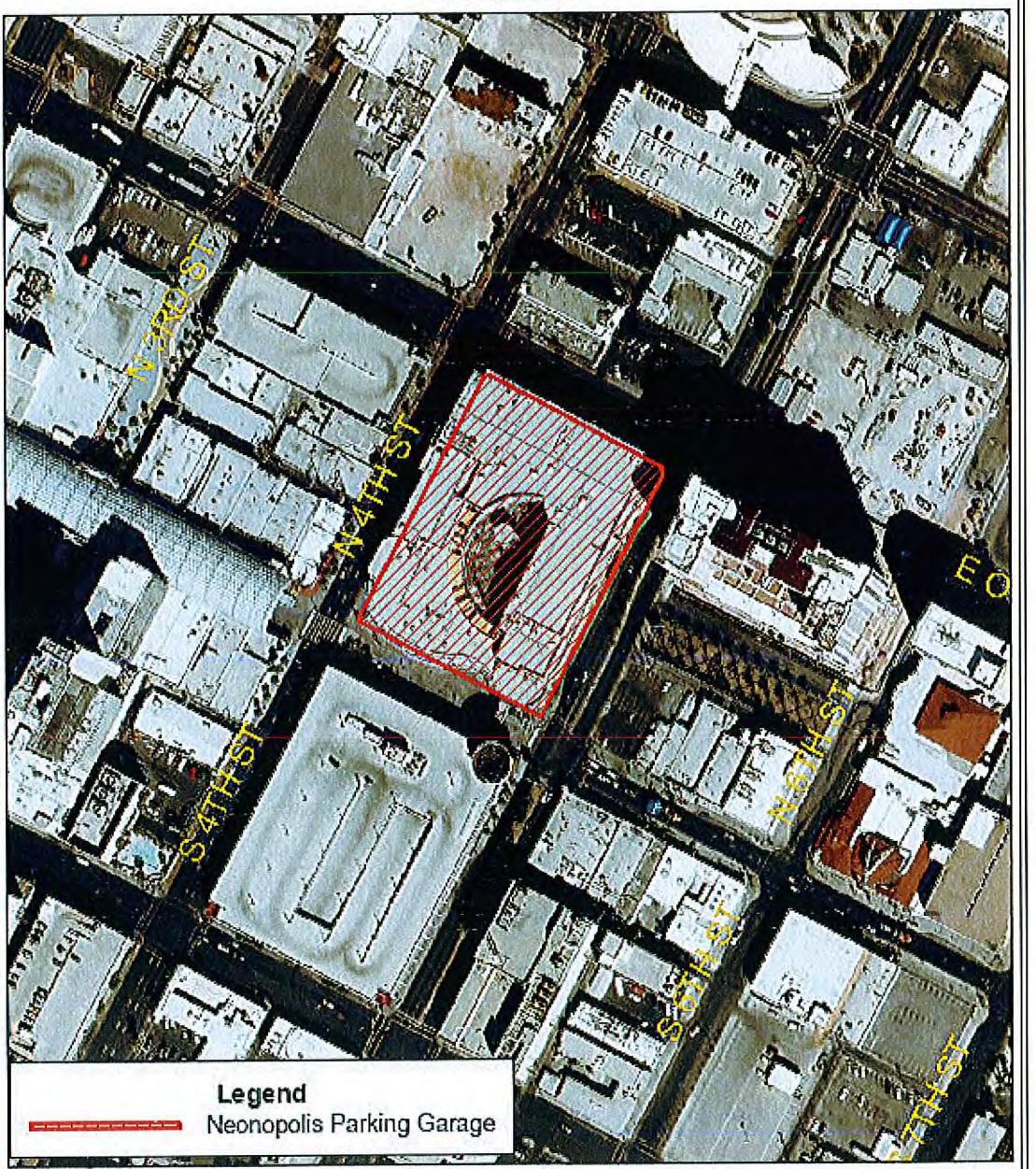
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 15 day of June, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, DHARMESH BHANABHAI, who acknowledged that he/she executed the above instrument.

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

JoAnn Crolli
NOTARY PUBLIC, in and for said
County and State

Exhibit A



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