

**AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment") dated as of \_\_\_\_\_, 2010, ("Effective Date"), is made by and between Landlord and Tenant.

**RECITALS**

A. WHEREAS, Landlord and Tenant entered into a certain lease dated \_\_\_\_\_, 20\_\_ (the "Lease"), for the lease of certain premises containing approximately \_\_\_\_\_ square feet of floor area (the "Premises") located in West Street Market, a shopping center consisting of three parcels 134 West Street (APN: 011-042-20), 148 West Street (APN: 011-042-17), and 148 ½ West Street (APN: 011-042-18), in the City of Reno, State of Nevada (the "Market");

B. WHEREAS, Tenant desires to continue reserving, promoting and hosting live entertainment in common areas at the Market on a per-event basis (singular, "Event"; plural, "Events");

C. WHEREAS, Landlord desires to allow Tenant to conduct Events at the Market provided Tenant signs a lease amendment granting temporary possession of the reserved common area to Tenant for the duration of the Event; and

D. Landlord and Tenant desire to amend the Lease in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the premises, Landlord and Tenant hereby agree as follows:

1. Unless specifically defined herein or the context clearly requires a different meaning, the capitalized words and phrases used herein shall have the meanings ascribed to them in the Lease.

2. The term of this Amendment shall commence on June 1, 2010, and shall expire on the June 30, 2010, unless sooner terminated under the provisions of the Lease.

3. The reservations and arrangements for leasing Market common areas must be made through the Landlord, or his designee (the "Event Coordinator").

4. Landlord, for and in consideration of the rents, covenants, conditions and agreements hereinafter set forth, hereby leases to Tenant and Tenant hereby amends the Lease, upon and subject to the terms, covenants, conditions and agreements hereinafter set forth, to include the Event Area as more fully described in Exhibit A attached hereto and incorporated herein for the duration of the Event. No lease of the Event Area is confirmed until Exhibit A is completed (with payment) and the Event Coordinator gives approval.

5. All applications for use, access and lease of the Event Area must be submitted to the Event Coordinator one (1) week or more in advance of the Event's scheduled date. The Event Coordinator shall approve or reasonably disapprove Tenant's application for use, access and lease of the Event Area in writing within two (2) business days (not including Saturday, Sunday or holidays). If the Event Coordinator does not expressly disapprove the application within two business days, Tenant's application shall be deemed approved. Applications are accepted in person only on a first come, first serve basis and can be submitted up to one (1) year in advance. To secure a reservation, payment must include security deposit in the amount of \$100. In the event the Event Coordinator needs to speak with Tenant or its designated

representative regarding security or any other issues for an Event, the Event Coordinator shall meet Tenant as soon as possible, preferably at least forty eight (48) hours prior to the Event, to discuss and resolve any issues.

6. Tenant may schedule a maximum of two (2) Events per-week. While an Event can involve numerous entertainers, no Event may exceed more than twelve (12) hours in duration (including setup and tear down), without the prior written approval of the Event Coordinator.

7. Tenant agrees to comply with the posted City of Reno Fire Code Attendance capacity.

8. Event hours of operation shall not commence prior to 7 am or extend beyond 1:00 am. All Courtyard events must be completed by 10:00 pm including clean up.

9. Non-alcoholic beverages are allowed to be consumed throughout the Market. All alcoholic beverages must be purchased on premises from Market tenants licensed and insured as purveyors of alcoholic beverages. Alcoholic beverages are to be served on premises only in the designated areas approved for the Event. Tenant is responsible for immediately cleaning up any spills by their patrons.

10. If Event is going to have alcohol served and/or sold, Tenant must provide liquor liability coverage naming the City of Reno Redevelopment Agency, West Street Ventures, LLC, and their respective officers, employees, and agents as additional insureds for a minimum of \$1,000,000 per-occurrence.

11. Tenant agrees to provide adequate staffing for any hosted Event where alcoholic beverages will be served: To ensure alcoholic beverages are not carried in or out of the areas approved for the Event, to handle any disruptive situations or problems occurring inside or outside of the party area, and to enforce all Market policies. Tenant will discourage the misuse of alcohol by anyone 21 or older and prohibit the use of alcohol by anyone under 21. It is also the responsibility of the Tenant to enforce these regulations.

12. For any event that Tenant is hosting, Tenant shall comply with all applicable laws, including without limitation, RMC 5.07.170 (Cabaret License).

13. Tenant shall not exclude other tenants, Landlord or patrons of the Market from the Event Area, or charge any person a registration fee, admission fee, or entrance fee of any sort to participate in the Event or access the Event Area. Tenant may accept, but not demand, voluntary contributions from patrons.

14. If the Event is outside, noise shall not exceed 75 decibels after 10 pm.

15. Tenant is required to clean up after all Events.

16. No smoking is allowed inside the Market.

17. Tenant applicants must provide a policy of general liability insurance for covering the Leased Area described in Exhibit A naming the City of Reno Redevelopment Agency, West Street Ventures, LLC, and their respective officers, employees, and agents as Additional Insureds for a minimum of \$1,000,000 per occurrence. The policy must be obtained from a carrier licensed to do business in the State of Nevada.

18. To the fullest extent allowed by law, Tenant shall at all times indemnify, protect, defend (with legal counsel acceptable to Landlord) and hold Landlord, West Street Ventures,

LLC, and their respective shareholders, officers, directors, partners, members, employees, lenders, managing agents, successors and/or assigns (collectively, "Landlord's Indemnitees") harmless against and from any and all liabilities, losses, damages, claims, and costs (including, without limitation, attorneys' fees and costs and costs related to the enforcement of this indemnity provision) arising from or out of any occurrence in, upon or about the Event Area or the occupancy or use by Tenant of the Event Area, or the condition of the Event Area or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, servants, tenants, patrons, invitees or licensees (collectively "Tenant's Agents") or arising from any negligent or willful act or omission of Tenant or Tenant's Agents or a default by Tenant under this Lease, or arising from any accident, injury or damage whatsoever caused to any person or entity occurring during the Term of this Lease, in or about the Event Area, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon even if arising out of the negligent act or omissions of Landlord or Indemnitees. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel satisfactory to Landlord.

19. Tenant's use shall be subject to all rules and regulations prescribed by Landlord. Landlord reserves the right to amend, modify and/or repeal reasonable rules and regulations relating to the Market and Events. Failure to adhere to the Lease, this Amendment and Market rules and regulations will limit any future Tenant Events and may result in the Event being shut down, or Tenant's Lease being terminated.

20. All of the terms, covenants and conditions of the Lease as amended to date shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment to Lease, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.

21. This Amendment to Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Tenant in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease as of the date first written.

Dated: \_\_\_\_\_

**LANDLORD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Leasing Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**TENANT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

