LEASE AGREEMENT

LEASE, made on the _____ day of _____, 2006 by and between AQUARIUS OWNER, LLC, a Delaware limited liability company, having an address at c/o Kellogg and Yanchek, 330 East Charleston Boulevard, Las Vegas, Nevada 89104 ("Landlord") and the City of Las Vegas, a municipal corporation of the State of Nevada, having an address at 400 Stewart Avenue, Las Vegas, Nevada 89101 ("Tenant").

WITNESSETH:

1. Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, Suites 105, 109, 113, and 117 which is comprised of approximately 5,520 rentable square feet located at 300 East Charleston Boulevard, Las Vegas, Nevada (the "Building") outlined on the plan attached hereto as Exhibit A (the "Premises").

2. Term.

(a) The term of this Lease shall be for three (3) years and shall commence on _____ and shall terminate on _____, unless sooner terminated in accordance with the terms and conditions hereinafter set forth. Notwithstanding the preceding sentence, this Lease may be terminated by either party on six (6) months prior notice to the other party. Landlord grants to Tenant the right to renew this Lease for two (2) additional terms of one (1) year each. In order to exercise this renewal option, Tenant shall deliver to Landlord written notice of Tenant's intent to renew this Lease not less than forty-five (45) days prior to the expiration of the then-current lease term.

3. Rent.

(a) In addition to additional rent as provided herein, Tenant shall pay Landlord as minimum rent ("Minimum Rent") for the Premises the sum of SIXTY SIX THOUSAND TWO HUNDRED FORTY DOLLARS ($66,240) per annum in equal monthly installments of FIVE THOUSAND FIVE HUNDRED TWENTY DOLLARS ($5,520) IN ADVANCE ON OR BEFORE THE FIRST DAY OF EACH MONTH DURING THE TERM OF THIS LEASE WITHOUT NOTICE, DEDUCTION, COUNTERCLAIM OR SET-OFF OF ANY KIND WHATSOEVER, except that Tenant shall pay the first such monthly installment on the execution hereof. If this Lease shall commence on a day other than the first day of a calendar month, then the Minimum Rent payable for such partial month shall be pro-rated.

(b) All rental payments shall be payable to "Aquarius Owner, LLC", and mailed or delivered to Landlord at the address set forth at the top of this Lease.

4. Services and Utilities.

Tenant shall fully and promptly pay for all water, sewer, gas, heat, light, power, telephone service, janitorial service and other public utilities furnished to the Premises and used by Tenant throughout the term hereof.

5. Additional Rental; Late Charges.

(a) All payments required to be made by Tenant under this Lease (except for Minimum Rent) shall be deemed items of additional rent whether or not designated as such and shall be payable without any prior demand therefor (except as otherwise expressly provided), and without any counterclaim, deduction or set-off. Landlord shall be entitled to impose a late charge on all payments of Minimum Rent or additional rent remaining unpaid for five (5) days beyond their due date equal to the lesser of (i) one and one-half (1-1/2%) percent per month, and (ii) the maximum legal rate of interest (the "Default Rate"), unless the imposition or collection of such charges is prohibited by law.

(b) If Tenant shall default in the observance or performance of any covenant, term or provision of this Lease, Landlord may, in addition to its other rights or remedies, immediately or at any time thereafter and without notice perform the same for the account of Tenant, and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to attorneys' fees, such sums paid or obligations incurred plus interest at the Default Rate from the date of such expenditures by Landlord shall be deemed to be additional rent and shall be paid by Tenant to Landlord within five (5) days after the rendition of any bill or statement to Tenant therefor.

6. Use.

(a) Tenant shall use and occupy the Premises for general office space and any other use permitted by law. Tenant shall not use the Premises for residential purposes or for any unlawful or immoral purpose. Tenant shall comply at its sole cost and expense with all laws, regulations and orders of any governmental authority having jurisdiction over the Building and all recommendations of the local Board of Fire Underwriters or similar body now in effect or hereafter enacted or passed insofar as the Building and Premises are concerned. Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy issued for the Building.

(b) If as a result of the occupancy or use of the Premises by Tenant (including the use permitted in this Lease), the fire insurance rates applicable to the Premises or the Building shall be higher than they otherwise would be, Tenant shall pay to Landlord, on demand as additional rent, such portion of the premiums of such fire insurance policies as Landlord shall reasonably determine to be attributable to such higher rate(s).

7. Parking.

In connection with its use of the Premises pursuant to this Agreement, Tenant is entitled to the use of the parking lot located directly behind and adjacent to the Premises and depicted in Exhibit "A". All facilities in or about the Premises shall be subject to the exclusive control and management of the Landlord.

8. Assignment and Subletting.

Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest (either voluntarily, involuntarily or by operation of law) or grant any concession or license within the Premises without the prior written consent of Landlord in each instance. The sale or transfer by Tenant of fifty (50%) percent or more of its voting stock in the case of a corporate tenant or fifty (50%) percent or more of partnership or membership interests in the

case of a partnership or limited liability company tenant shall be deemed to be an "assignment" requiring Landlord's consent hereunder.

9. Estoppel Certificate, Subordination.

(a) Tenant, at Landlord's request, upon at least ten (10) days' prior notice, shall execute, acknowledge and deliver to Landlord and/or to any other entity specified by Landlord, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Minimum Rent and additional rent have been paid, and stating whether there exist any defaults by Landlord under this Lease, and, if so, specifying each such default.

(b) This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect the Building and to all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any such ground or underlying lessee or by any mortgagee, affecting any such lease or the real property of which the Premises are a part.

10. Repairs and Maintenance.

Landlord shall be responsible for and shall make all structural repairs to the Premises which are not caused by the acts, omissions and negligence of Tenant or its agents, employees, subtenants, assignees, licensees or invitees, and Tenant shall be responsible for and shall make all non-structural repairs to the Premises. Tenant shall at all times keep the Premises and the improvements thereon in good order, condition and state of repair.

11. Insurance.

In accordance with section 41.038 of the Nevada Revised Statutes, the Tenant (City of Las Vegas) adopted a self insured liability program effective July 1, 1985. The Tenant (City of Las Vegas) self insures each occurrence with the limits of liability as established and in accordance with section 41.035 of the Nevada Revised Statutes. At all times during the term(s) of this Lease, Tenant shall maintain the self insured liability program as established on July 1, 1985.

12. Damage and Destruction Of The Leased Premises.

(a) If the Premises shall be partially damaged by fire or other casualty without the fault or neglect of Tenant or any of its servants, employees, agents, visitors or licensees, the damage shall be repaired by and at the expense of Landlord, except that if such partial damage is due to the fault or neglect of Tenant or any of its servants, employees, agents, visitors or licensees, such damage shall be promptly repaired by Tenant at its expense. In such latter event, Landlord shall reimburse Tenant for Tenant's actual cost of such repairs to the extent of the net fire insurance proceeds actually received by Landlord.

(b) If the Premises are totally damaged or are rendered wholly untenantable by fire or other cause and Landlord shall decide not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then in any of such events Landlord may, within ninety (90) days after such fire or other cause, terminate this Lease by written notice to Tenant, and thereupon, this Lease shall expire upon the third day after such notice is given and Tenant shall promptly vacate the Premises and surrender the same to Landlord.

(c) Except for any abatement of Minimum Rent hereinabove provided, Tenant shall not be entitled to any compensation or damage for loss of the use of the whole or any part of the Premises and/or for any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

13. Condemnation.

In the event that the whole of the Premises shall be taken for any public or quasi-public use, this Lease and the term and estate hereby granted shall terminate as of the date of vesting of title. In the event only a portion of the Building shall be so taken, Landlord, at its option (whether or not the Premises be affected), may terminate this Lease as of the date of such vesting of title by notice to Tenant within sixty (60) days after the date Landlord shall have received notice of the date of such taking, and rent payable hereunder shall be apportioned as of such date. In the event Landlord does not elect to terminate this Lease, this Lease shall continue in full force except that the Minimum Rent shall be reduced proportionately according to the amount of space in the Premises so taken. All compensation awarded upon any such taking shall belong to Landlord and Tenant hereby expressly assigns to Landlord any right to such award. Tenant shall, however, be entitled to claim in such condemnation proceedings an amount for its relocation costs, movable trade fixtures and other equipment but only to the extent that the same shall not reduce Landlord's award.

14. Force Majeure.

Notwithstanding anything in this Lease to the contrary, Landlord's nonperformance of any obligation hereunder shall not be deemed a default if such nonperformance was or is due to any strike, lockout, civil commotion, war or governmental regulations or controls, inability to obtain any material or service, Act of God, or any other cause whatsoever beyond the reasonable control of Landlord, and the time for performance by Landlord shall be extended by any period of delay resulting from or due to any of such causes.

15. Limited Liability.

It is expressly understood that Landlord's liability for any claim arising under this Lease or otherwise is expressly limited to Landlord's interest in the Building. Neither Tenant nor its respective nominees, successors, assigns, employees or agents, or any person or entity controlled by any of them or with which any of them are affiliated, shall initiate, seek, pursue or participate in any action, legal or equitable, including but not limited to, any attempt to obtain money, damages or deficiency judgments, against Landlord, its agents, partners, successors or assigns, on account of any obligation of Landlord or otherwise under this Lease in excess of Landlord's interest in the Building. Only Landlord's interest in the Building shall be subject to execution, attachment or any other claim or proceeding on account of any obligation of Landlord hereunder or otherwise. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the Premises except as expressly set forth herein. Tenant has inspected the Premises and agrees to take the same "as is" (except as otherwise expressly set forth herein). Landlord shall have no liability for damage to any personal property of Tenant.

16. Access to Premises.

Landlord, its agents and employees, shall have the right to enter upon the Premises at any reasonable time to examine the condition thereof, to make any repairs required to be made by Landlord hereunder, to show the Premises to prospective purchasers or Building tenants, and for any other purpose deemed reasonable by Landlord. Landlord expressly reserves the right to modify the Building (including, without limitation, erecting additional stories thereon) and in connection therewith shall have the right to run necessary pipes, conduits and ducts through the Premises and to carry on work in the vicinity thereof.

Landlord shall have the right to relocate the Premises to another portion of the Building, provided that Landlord shall pay for the costs of relocation. Tenant hereby waives any claim for damages or inconvenience caused by any action taken by Landlord pursuant to this Section 16.

17. Default.

(a) If Tenant defaults in fulfilling any of the covenants, terms or provisions of this Lease other than the covenants for the payment of Minimum Rent or additional rent; then upon Landlord serving a written ten (10) days' notice upon Tenant specifying the nature of such default and if Tenant fails to cure such default within such ten (10) day period, this Lease shall expire and Tenant shall then quit and surrender the Premises to Landlord but Tenant shall remain liable as hereinafter provided.

(b) If the notice provided for in subparagraph (a) above shall have been given, and the term shall expire as aforesaid, or if Tenant shall default in the payment of Minimum Rent, any item of additional rent or any other payment herein required, then Landlord may without notice, re-enter the Premises either by force or otherwise, and dispossess or remove Tenant's property and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. In any possessory action by Landlord based upon Tenant's nonpayment of any rent or other charge as required hereunder, Tenant expressly waives any defense other than payment.

18. Remedies of Landlord and Waiver of Redemption.

In case of any such default, re-entry, expiration and/or dispossess by summary proceedings or otherwise, (a) the Minimum Rent and additional rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as Landlord may incur for attorneys' fees, brokerage and/or putting the Premises in good order, or for preparing the same for re-rental, (b) Landlord may re-let the Premises or any part thereof, for a term or terms, which may be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent or charge a higher rental than that in this Lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the Lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. The failure of Landlord to re-let the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

19. Waiver.

(a) The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

(b) If Landlord commences any summary proceeding for possession of the Premises, Tenant waives its right to a jury trial and Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding.

20. Security Deposit.

Tenant has deposited with Landlord the sum of FIVE THOUSAND FIVE HUNDRED TWENTY DOLLARS ($5,520) Dollars as security for the performance and observance by Tenant of the terms, provisions, covenants and conditions of this Lease; it is agreed that in the event Tenant defaults in respect of this Lease, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any sum which Landlord may expend or may be required to expend by reason of Tenant's default. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit.

21. Alterations.

(a) Tenant shall make no alterations, installations, additions or improvements ("Alterations") in or to the Premises without Landlord's prior written consent. In the event Landlord gives its consent, all Alterations shall be done at Tenant's expense, strictly in accordance with (i) the applicable provisions of this Section 19, and (ii) with all conditions imposed by Landlord in such consent, and at such times and in such manner as Landlord may from time to time designate. All such work shall be done in a good and workmanlike manner and in accordance with (i) all laws, ordinances, rules or enactments governing such work, (ii) all required permits and approvals and (iii) all such insurance as Landlord may require in its sole discretion, which shall be obtained by Tenant at Tenant's sole expense. Any Alterations shall immediately become the property of Landlord and shall remain on the Premises at the expiration of this Lease, unless Landlord shall elect at its option to require Tenant to restore the Premises to its original condition.

(b) Any mechanic's lien filed against the Premises or the Building, for work claimed to have been done for, or materials claimed to have been furnished to Tenant, shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by the filing of a bond sufficient in form and amount to discharge such lien. In the event Tenant shall fail to discharge any such mechanic's lien within such ten (10) day period, Landlord may discharge such mechanic's lien on Tenant's behalf and at Tenant's expense.

22. Surrender of Premises.

On the last day of the term hereof or on the sooner termination hereof, Tenant shall surrender the Premises broom-clean and in good order and repair, except for reasonable wear and tear, and any of Tenant's property not so removed may, at Landlord's option and without limiting Landlord's right to compel the removal thereof, be deemed abandoned.

23. Holdover by Tenant.

If Tenant shall be in possession of the Premises after the termination of this Lease (whether by normal expiration of the term or otherwise), at Landlord's option: (a) Landlord may deem Tenant to be occupying the Premises as a tenant from month-to-month at double the Minimum Rent in effect for the last full month of the term hereof, and subject to all of the other provisions of this Lease, as applicable to a month-to-month tenancy, or (b) Landlord may exercise any and all remedies for a default hereunder at law or in equity including, without limitation, an action against Tenant for wrongfully holding over. Nothing contained in this Section shall (i) imply any right of Tenant to remain in the Premises after the termination of this Lease, (ii) imply any obligation of Landlord to grant any new lease or tenancy, or (iii) be construed to limit any right or remedy that Landlord has against Tenant as a holdover tenant or trespasser.

24. Quiet Enjoyment.

Upon payment by Tenant of all of the rents provided, and upon the observance and performance of all of the other covenants, terms and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly hold and enjoy the Premises during the term hereof subject, nevertheless, to the covenants, terms and conditions of this Lease and to any mortgages, ground leases, agreement and encumbrances to which this Lease is or may be subordinated.

25. Rules and Regulations.

Tenant agrees to comply with the Rules and Regulations which are attached hereto and made a part hereof as Exhibit B. Landlord reserves the right, at any time, by notice to Tenant, to amend or supplement said Rules and Regulations. Tenant's failure to observe and comply with such Rules and Regulations shall constitute a material breach of the terms of this Lease.

26. Brokerage.

Tenant represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except as specifically disclosed in writing to Landlord. Tenant expressly agrees to indemnify, defend and hold Landlord harmless from a breach of the foregoing representation. The provisions of this Section 26 shall survive any expiration or termination of this Lease.

27. Notices.

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord: Aquarius Owner, LLC
c/o Kellogg and Yanchek
330 East Charleston Boulevard
Las Vegas, Nevada 89104

Copy to: Katsky Korins LLP
Attn: Matthew Danow, Esq.
605 Third Avenue
New York, New York 10158

To Tenant: City of Las Vegas
Real Estate & Utilities
Attn: Superintendent
400 East Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

28. Indemnity

Tenant shall not do or permit any act or thing to be done upon the Premises which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant agrees to indemnify and save harmless Landlord from and against (a) all claims of whatever nature against Landlord arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees or visitors, (b) all claims against Landlord arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Premises, (c) all claims against Landlord arising from any accident, injury or damage to any person, entity or property, occurring outside of the Premises but anywhere within or about the Real Property, where such accident, injury or damage results or is claimed to have resulted from an act or omission of Tenant or Tenant's agents, employees, invitees or visitors, (d) any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed and (e) any claim, loss or liability arising or claimed to arise from Tenant, or any of Tenant's contractors, licensees, agents, servants, employees, invitees or visitors causing or permitting any Hazardous Substances (hereinafter defined) to be brought upon, kept or used in or about the Premises or the Real Property or any seepage, escape or release of such Hazardous Substances. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. As used herein, "Hazardous Substances" shall mean, collectively, (i) asbestos and polychlorinated biphenyls, and (ii) hazardous or toxic materials, wastes and substances which are defined, determined and identified as such pursuant to any law.

29. Partial Invalidity.

If any provision of this Lease shall be or become invalid or unenforceable, such provision shall thereby become null and void, but the validity and enforceability of the remainder of this Lease shall not be affected thereby.

30. Recording.

Tenant shall not record this Lease without the prior written consent of Landlord. Any such recording by Tenant shall be deemed a material default hereunder entitling Landlord to exercise any and all rights contained hereunder, including, without limitation, termination of this Lease.

31. Binding Agreement; Applicable Law.

All terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, and as permitted herein, assigns, except as may be otherwise expressly provided in this Lease. Nothing contained herein shall be construed as a restriction on Landlord's right to assign or encumber this Lease in its sole discretion. This Lease shall be construed in accordance with the laws of the State of Nevada.

32. Entire Agreement.

This Lease constitutes the entire agreement between Landlord and Tenant. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

33. Modifications or Amendments.

Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

34. Disclosure of Principals.

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Landlord warrants that it has disclosed on the form attached as Exhibit "C", all principals and partners of AQUARIOUS OWNER, LLC, as well as all persons and entities holding more than a one percent (1%) interest in AQUARIOUS OWNER, LLC, or any principal of AQUARIOUS OWNER, LLC. Throughout the term hereof, AQUARIOUS OWNER, LLC, shall notify Tenant in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written, each acknowledging an executed counterpart thereof.

LANDLORD:

AQUARIUS OWNER, LLC

By: Las Vegas Land Partners, LLC, sole member

By: _____
Name:
Title:

TENANT:

CITY OF LAS VEGAS

By: _____
Name: Oscar B. Goodman
Title: Mayor

ATTEST:

_____
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

_____ 9/13/06
Deputy City Attorney, Date

EXHIBIT "A"

Site Map

Legend

- 300 E. Charleston
- Building Footprints
- Street Centerline
- Parcels

Facilities Management
Real Estate & Utilities

9/13/06

EXHIBIT B

RULES AND REGULATIONS

1. Normal Building hours will be from 7:00 AM to 6:00 PM Mondays through Fridays, with the exception of legal holidays.

2. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.

3. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises; no aerial or antenna shall be installed on the exterior walls of the Building, or on the grounds, without the prior written consent of Landlord in each instance.

4. The sidewalks, entrances, elevators, vestibules, stairways, corridors, toilet rooms, doors or halls shall not be obstructed or used for any purpose other than ingress and egress. No rubbish, litter, trash or material of any nature shall be placed, emptied or thrown into these areas.

5. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any Tenant on any part of the Premises or the Building without the prior written consent of Landlord. Interior signs on doors and the directory tablet shall be inscribed, painted or affixed for each Tenant by the Landlord at the expense of such Tenant, and shall be of a size, color and style acceptable to the Landlord. The directory tablet will be provided exclusively for the display of the name and location of Tenants only and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior or corridor walls or corridor doors other than Landlord's approved lettering.

6. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by any Tenant.

7. No Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct.

8. No bicycles, vehicles, birds or animals of any kind, except a dog in the company of a blind person, shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any Tenant on the Premises, except the preparation of coffee, tea and similar items, and the warming of individual lunches for Tenants and their employees shall be permitted provided power shall not exceed the amount which can be provided by a 30 amp circuit. Tenant and Tenant's employees shall not store food of any kind in the Premises in such a manner as to attract rodents or roaches. No Tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Premises.

9. Changes to the existing locks or the mechanism thereof can be made with the prior consent of Landlord. Tenant must, upon the termination of his tenancy, restore to the Landlord all locks and keys of offices and toilet rooms either furnished to, or otherwise procured by, such Tenant and in the event of the loss of keys so furnished, such Tenant shall pay to the Landlord the cost of replacing the same or changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes

10. All removals, or the carrying in or out of any furniture, or bulky matter of any description must take place during the hours which the Landlord may determine from time to time and no removal of said items may take place at times other than during generally accepted business hours without the express written consent of the Landlord. The moving of fixtures or bulky matter of any kind must be done upon previous notice to the managing agent of the Building and under its supervision, and the persons employed by any Tenant for such work must be acceptable to Landlord. The Landlord reserves the right to inspect all freight or other bulky articles to be brought into the Building and to exclude from the Building all freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord reserves the right to prescribe the weight and position of all safes which must be placed upon supports approved by Landlord to distribute the weight. All damage to the Building caused by such bringing in or removing of the same shall be repaired at the expense of Tenant. The cost of any supervision for moving in or moving out required during hours other than normal Building hours shall be borne by the Tenant.

11. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as an office building and upon written notice from Landlord the Tenant shall refrain from or discontinue such advertising. Further, Tenant shall not do anything in or about the Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Building.

12. The Landlord reserves the right to exclude from the Building during those hours that the Building is normally closed all persons who are not identified by the Tenant with Building personnel. Each Tenant shall be responsible for all persons for whom he requests entry and shall be liable to the Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

13. All doors opening onto public corridors shall be kept closed, except when in use for ingress and egress.

14. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in setting approved by Landlord, to absorb or prevent any vibration, noise and annoyance. In no event shall Tenant bring in or allow to be brought into the Building, objects whose mass would exert a greater load on the floors of the Building than 50 pounds per square foot.

15. No air conditioning unit, heaters, combustion engine, boiler, machinery or refrigerator (except small household type refrigerators customarily used in general offices), or other similar apparatus shall be installed or used by any Tenant without the written consent of Landlord.

16. There shall not be used in any space, or in the public halls of the Building, either by any Tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

17. Landlord shall have the right, exercisable without notice or without liability to any Tenant, to change the name and address of the Building.

18. Tenant shall not do, nor permit anything to be done, in or about the Premises, nor bring or keep anything therein, which would in any way obstruct or interfere with the rights of other tenants, nor in any way injure or annoy them, nor conflict with the laws relating to fire or with the regulations of the Fire Department, nor conflict with any of the rules and ordinances of the Board of Health, the Department of Buildings, or any other state or municipal government or agency having jurisdiction, or the federal government or any agency thereof.

19. If Tenant desires telegraphic or telephone connections, Landlord will designate the location and manner in which the wires shall be introduced; and no boring or cutting for wires will be permitted without such directions.

EXHIBIT "C"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

[redacted] **Contracting Entity (Name)**	[redacted] **Description**
[redacted] Aquarius Owner, LLC	[redacted] Lease Agreement
[redacted] 41 E. 60th Street 6th Floor New York, NY 10022	
EIN or Social Security # 20-4022491	

[redacted] **Type of Business**

[redacted] Individual [redacted] Partnership [redacted] Limited Liability Company [redacted] Corporation

[redacted] **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	[redacted]	[redacted]	[redacted]
1.	David Mitchell – Managing Member	41 E. 60th Street – 6th Floor New York NY 10022	212-486-4444
2.	Barnet Liberman – Managing Member	421 Hudson Street New York NY 10014	(212) 243-7388
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the [redacted] _____

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Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

9/21/06
Date

Subscribed and sworn to before me this 21 day of September, 2006.

Notary Public

SHILOH D BALLANTYNE
Notary Public - State of New York
NO. 01BA6140624
Qualified in Queens County
My Commission Expires 1/30/10