

ITEM IX B

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5 YEAR LEASE RENEWAL BEG. 01/01/2001

October 12, 2000

By FedEx

Mr. Dennis L. Mika, President
Adera Corporation
4545 West Diablo Drive, Unit A
Las Vegas, NV 89118

2003 EXPENSE SHOULD
APPROX = \$369,900

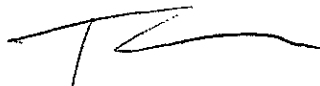
Re: Diablo Industrial Lease

Dear Dennis:

Enclosed is a fully executed original of the October 3, 2000 amendment to this lease. RMS is very pleased that Adera has renewed the lease and looks forward to the continuing presence of Adera at Diablo. By copy of this letter to Breslin Builders, I am authorizing it to begin the process required to construct the improvements to Adera's space. Also by copy of this letter to Castle Manufacturing, we are providing it with a courtesy copy of the lease amendment.

Please call with any questions.

Very truly yours,



C. Thomas Burton, Jr.

CTB/cth

Enclosure (1)

cc: Mr. J. R. Phillips (by Fax w/o encl.)
Mr. Richard W. Baker (by Fax w/encl.)
Castle Manufacturing (w/encl.)

LEASE EXPENSE

2003- 30,825

2004- 32,058
(.65/FOOT)

2005- 33,340

AMENDMENT TO LEASE

Amendment to lease dated as of October 3, 2000 between RMS Limited Partnership, a Nevada limited partnership ("Landlord"), and Adera Corporation, a Nevada corporation formerly known as Image Rich, Inc. ("Tenant").

Recitals

(a) By lease dated as of November 2, 1995, Landlord and Castle Manufacturing, Inc., a Nevada corporation ("Castle"), entered into a lease for certain Premises located in the Diablo Industrial Center at 4545 W. Diablo Drive, Unit A, Las Vegas, Nevada 89118.

(b) By assignment and assumption agreement dated as of July 8, 1996 (the "Assignment"), Castle assigned all rights under the Lease to Tenant and Tenant assumed all obligations of Castle under the Lease.

(c) By letter dated September 4, 1996 (the "Letter"), Landlord and Tenant modified the Lease to, among other things, change the Expiration Date to December 31, 2000.

(d) Landlord and Tenant desire to renew the Term pursuant to Section 3.03 of the Lease.

It is therefore agreed as follows:

1. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

2. Lease Documents. The Lease, the Assignment and the Letter shall be collectively referred to as the Lease.

3. Lease Term. For purposes of Section 1.06 of the Lease, the Lease Term shall be extended for 5 years, from January 1, 2001 until December 31, 2005 (the "Renewal Term"). The new Expiration Date shall be December 31, 2005.

4. Lease Renewal. Provided that Tenant is not in default under the Lease, the Tenant may renew the Lease Term for one additional 3-year term, commencing on January 1, 2006 and expiring on December 31, 2008 ("Renewal Term-2"), provided that Tenant gives Landlord written notice at least 9 months prior to the expiration of the Lease Term, which means that notice shall be given on or before March 31, 2008. The Base Rent during Renewal Term-2 shall be based on the then prevailing rental rate for the Premises, but in no event shall the Base Rent during Renewal Term-2 be less than the Base Rent in effect during the last year of the Lease Term. For purposes of this Lease, the "prevailing rental rate" shall mean the total rental rate being quoted by Landlord to third-party tenants at the time of Renewal Term-2 for similar space, including all fixed and/or indexed rental adjustments and all rental adjustments for taxes and expenses for leased premises within the Building.

5. Rent Adjustments. The Base Rent in year 1 of the Renewal Term shall be \$28,500. For purposes of Section 4.02(A) of the Lease, the Base Rent shall be increased to (i) \$29,640 in months 13 through 24 of the Renewal Term, (ii) \$30,825.60 in

months 25 through 36 of the Renewal Term, (iii) \$32,058.62 in months 37 through 48 of the Renewal Term, and (iv) \$33,340.97 in months 49 through 60 of the Renewal Term.

6. Tenant Improvements. On or before January 1, 2001, Landlord shall construct certain improvements on the Premises in accordance with attached Schedule 6. The improvements shall be constructed by Landlord so as not to interfere unreasonably with the Tenant's continuing use of the Premises under the Lease. In the event Landlord is unable for any reason to complete construction of the required improvements by January 1, 2001, (i) Landlord shall continue to work diligently to complete the construction in a prompt manner, (ii) Landlord shall not be liable to Tenant for any such delay, and (iii) the Lease, as modified by this Amendment, shall continue in full force and effect.

7. Controlling Document. To the extent the provisions of the Lease are inconsistent with the provisions of this Amendment, the terms of this Amendment shall control.

8. Other Terms. Except as modified by this Amendment, all of the terms and conditions of the Lease remain in full force and effect.

[Signatures on Following Page]

Landlord

RMS Limited Partnership

By: CT Burton
Name: C. Thomas Burton, Jr.
Title: President, Crystal
Diamond Inc.
General Partner

Date: October 12, 2000

Tenant

Adera Corporation

By: Dennis L. Mika
Name: Dennis L. Mika
Title: President

Date: OCTOBER 11, 2000

Confidential
Rock-Tenn
Nov 06, 2013 12:23

Improvements to Adera Premises

1. Install commercial grade carpeting in all office areas (approximately 350 square yards). Landlord will select the grade of commercial carpeting. Tenant can select commercial carpet color.
2. Install commercial tile in lunchroom, employee entrance and hallway leading to lunchroom (approximately 220 square yards). Landlord will select the grade of commercial tile. Tenant will select the color.
3. Re-stripe parking areas to denote parking spaces and handicapped spaces.
4. Repair or, if necessary, replace faucets in the 4 bathroom sinks and the 1 lunchroom sink.
5. Install locking doors in 4 existing offices that are currently without doors.
6. Install 9 30-foot radiant heaters and 5 40-foot radiant heaters in designated areas.
7. Tenant will be directly responsible for (i) all natural gas costs necessary to power infrared tub heaters and (ii) necessary repairs and maintenance of all infrared units.
8. All work is to be performed by Landlord and in accordance with appropriate Clark County building code requirements.