FIRST AMENDMENT TO CONTRACT
RFP 010-03

THIS FIRST AMENDMENT is made and entered into as of this ______ day of
________________, 2009, by and between the COUNTY OF CLARK, a political subdivision of the State of
Nevada (hereinafter referred to as "OWNER") and Marsh USA, Inc. (hereinafter referred to as "BROKER").

WITNESSETH:

WHEREAS, OWNER and BROKER are parties to a Contract dated April 1, 2003, (hereinafter referred
to as PROJECTS); and

WHEREAS, the parties desire to amend the terms and conditions of the Contract.

NOW, THEREFORE, the parties agree as follows:

1. Section V- Compensation and terms of payment increase by $121,000.00.

2. Section VII- Miscellaneous Provision. Delete the existing Section K, Paragraph 1 and replace
with the following revised Section K, Paragraph 1.

K. Term of Contract
OWNER agrees to retain BROKER for the period April 1, 2009 to September 30, 2009, or until award of
a new contract, subject to the provisions of Sections V and VI herein. During this period, BROKER
agrees to provide services as required by OWNER within the scope of this Contract. Notwithstanding
the term of this Contract, either party shall have the right to terminate this Contract upon 90 days prior
written notice to the other.

EXCEPT as expressly amended in this First Amendment, all other terms and conditions of the original
Contract date April 1, 2003 shall remain in full force and effect.

MARSH USA, INC.                      CLARK COUNTY:

By: ________________________________  By: ________________________________
P. MARTY GOODING                     RANDALL H. WALKER
Managing Director                    Director of Aviation

APPROVED AS TO FORM:
DAVID ROGER
District Attorney

By: ________________________________
E. LEE THOMSON
Chief Deputy District Attorney

A-1
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MARSH USA, INC.

By: ____________________________  
P. MARTY GOODING  
Managing Director

CLARK COUNTY:

By: ____________________________  
RANDALL H. WALKER  
Director of Aviation

APPROVED AS TO FORM:
DAVID ROGER  
District Attorney

By: ____________________________  
E. LEE THOMSON  
Chief Deputy District Attorney
OWNERSHIP/APPLICANT DISCLOSURE Form

Type of Business:

☐ Individual  ☐ Partnership  ☐ Limited Liability Company ☐ Corporation  ☐ Trust  ☐ Other

Business Name (include d.b.a., if applicable): Marsh USA, inc.

Business Address: 7251 West Lake Mead Boulevard, Suite 401, Las Vegas, Nevada 89128

Business Telephone: 702-804-7200

Disclosure of Ownership:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

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I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the Board will not take any action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

P. Marty Gooding, CPCU, Managing Director

P. Marty Gooding, CPCU, Managing Director
Print Name

Managing Director

March 20, 2009

[Notary Public Seal]