

**FIRST AMENDMENT TO AGREEMENT FOR THE INSTALLATION
OF A REPLICA OF THE LIBERTY BELL**

THIS FIRST AMENDMENT is made and entered into this 7TH day of JAN, 2009, by and between the City of Las Vegas Redevelopment Agency (“RDA”), a public body organized and existing under the community redevelopment laws of the State of Nevada, and Let Freedom Ring, Inc. (“LFR”), a Nevada non-profit corporation.

RECITALS

WHEREAS, the RDA and LFR entered into that agreement entitled, to wit: “Agreement for the Installation of a Replica of Liberty Bell” dated July 21, 2006 (“the Agreement”), which provided for the installation of a replica of the Liberty Bell on property owned by the RDA in downtown Las Vegas; and

WHEREAS, subsequent to the installation of the Liberty Bell, the Ralph Engelstad Foundation has pledged to provide a substantial donation to LFR to underwrite the design, manufacture and installation of the Engelstad Plaques; and

WHEREAS, the parties hereto desire to amend the Agreement to provide for installation of two plaques (the “Engelstad Plaques”) to be installed at the site of the Liberty Bell in recognition of the donation by the Ralph Engelstad Foundation.

NOW, THEREFORE, in light of the foregoing premises, the parties hereto agree to amend the Agreement as follows:

1. Section 2, Responsibility for Procurement and Installation Costs, page 1 of the Agreement is hereby deleted in its entirety and the following provision inserted in lieu thereof:

Section 2 Responsibility for Procurement and Installation of Liberty Bell and Plaques. Except as set forth herein, LFR will be responsible for any and all costs connected with the procurement, manufacture and installation of the Bell and the Engelstad Plaques (defined herein), including obtaining any and all construction permits which may be required by the City. RDA will be responsible to make a water supply available to the Bell site before or during the installation of the Bell.

LFR agrees to install two identical plaques—one on the East side of the Liberty Bell and one on the West side of the Liberty Bell – honoring the Ralph Engelstad Foundation. The Engelstad Plaques, as depicted on Exhibit “A”, will be installed on the stone covered pillars which support the Liberty Bell. The RDA agrees not to remove, relocate or alter the Engelstad Plaques so long as the Liberty Bell remains on display to the public. The Engelstad Plaques shall be subject to the same right of removal, relocation or alteration as granted to the RDA if the Liberty Bell is removed, relocated or altered by the RDA as permitted pursuant to Section 3 below. The Engelstad Plaques will be subject to all of the other terms and conditions set forth in this Agreement.

2. Section 3, Ownership, pages 1 and 2 of the Agreement, is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 3. **Ownership.** After completion of the installation, the RDA will take ownership of the Bell and the Engelstad Plaques. The RDA will be responsible for maintaining the Bell and the Engelstad Plaques, and agrees to consult with LFR if it makes any alterations thereto. The RDA agrees that as part of its maintenance responsibilities it will maintain vegetation to be installed at the base of the Bell and in the urns surrounding the Bell and make sure that electricity is supplied to the Bell so it may be rung on special occasions. The RDA agrees that if it decides to remove, relocate or make any material alterations to the Bell and/or the Engelstad Plaques, it will give LFR three (3) months written notice of such removal, relocation or alteration. If LFR decides, in its sole discretion, that the RDA's removal, relocation or alteration would materially damage the intent of the installation of the Bell and/or the Engelstad Plaques, then LFR can remove the Bell and/or the Engelstad Plaques at its own cost and expense. If LFR removes the Bell pursuant to this provision then the ownership of the Bell and/or the Engelstad Plaques will be vested with LFR. LFR will be responsible to rehabilitate the Bell site to match the character of the surrounding area.

3. The Agreement is hereby amended to add a new provision to be designated as Section 8 which is to read as follows:


Section 8 **Assignment and Delegation.** If the RDA expires, terminates or ceases to function as an existing redevelopment agency under the provisions of NRS Chapter 279, the rights and obligations of the RDA may be assigned and /or delegated by it to the City of Las Vegas.

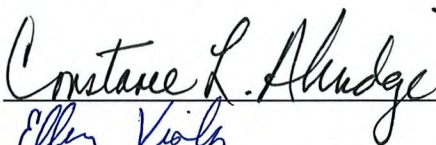
4. All other terms of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date and year first set forth above.

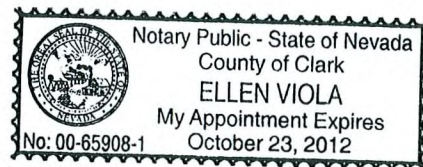
City of Las Vegas Redevelopment Agency

Let Freedom Ring, Inc.

By: 
Oscar B. Goodman, Chairman

By: 
NOTARY

Attest: 
Beverly K. Bridges, Secretary



Approved as to form:

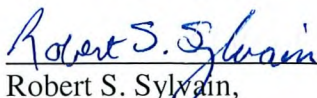
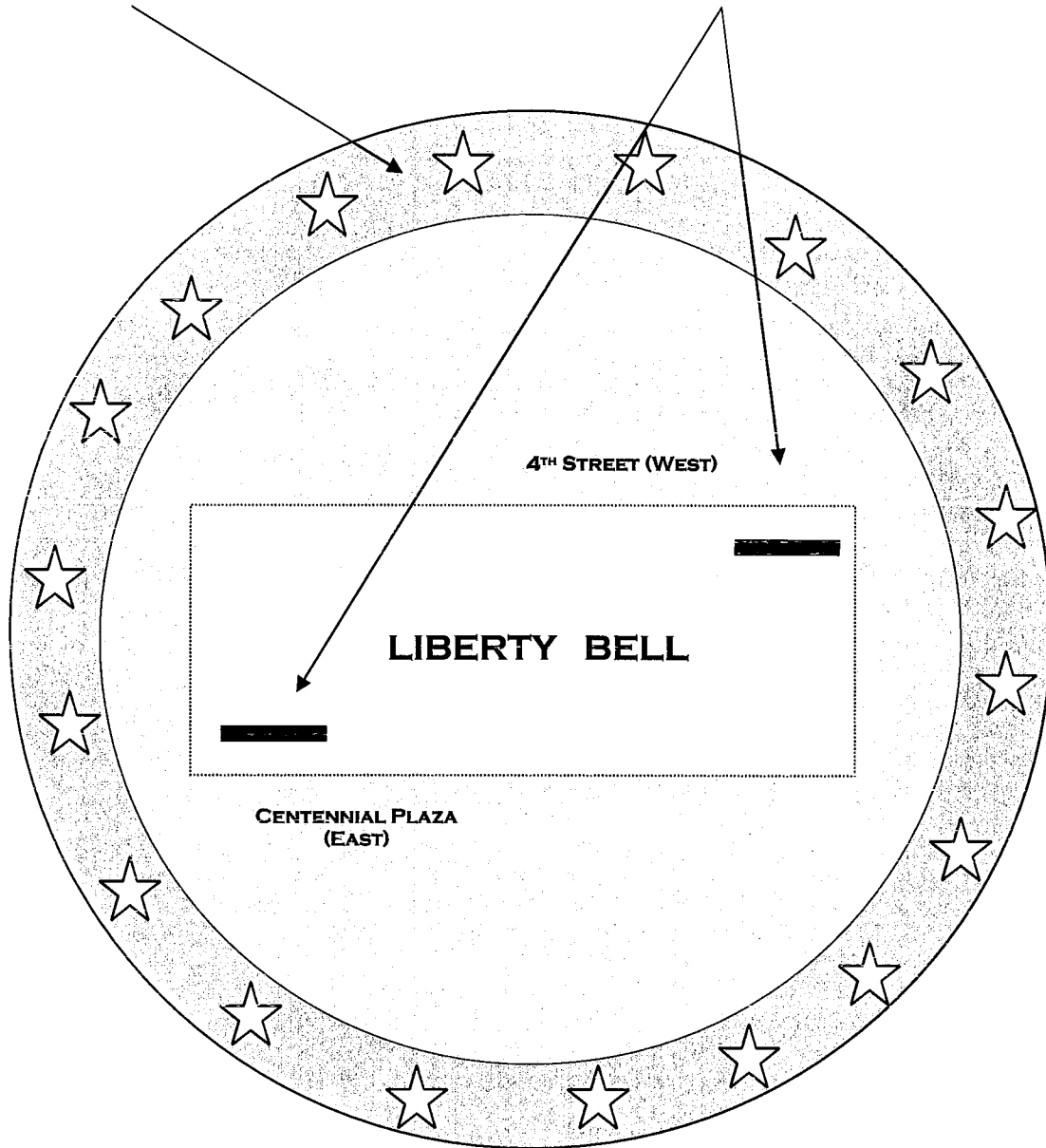
 12-22-08
Robert S. Sylvain, Date
Deputy City Attorney

EXHIBIT A

LIBERTY BELL – CENTENNIAL PLAZA PLAQUE PLACEMENT

18 BRONZE STARS
ETCHED WITH NAMES*

IDENTICAL BRONZE PLAQUES *
ON BRICK PILLARS (VERTICAL)
12" W X 18" H



*Plaques and stars: Inset bronze, use bolts and adhesive for maximum security installation



