

RIGHT-OF-ENTRY AGREEMENT

This Right-of-Entry Agreement (the "Agreement") is entered into as of the 3rd day of February, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and The Neon Museum, a non-profit corporation under the laws of the State of Nevada ("Neon Museum"). The purpose of this Agreement is to authorize the City's entry onto the following lands (collectively the "Property") leased by the Neon Museum from the City:

- Assessor's Parcel Number ("APN") 139-27-805-005, consisting of approximately 0.60 acres;
- APN 139-27-812-045, consisting of approximately 0.55 acres;
- A portion of APN 139-27-805-004 consisting of approximately 0.25 acres.

The Property is depicted on Exhibit "A", attached hereto and incorporated herein by this reference. The Property is generally located at the approximate southeast corner of Las Vegas Boulevard and McWilliams Avenue and at the intersection of McWilliams Avenue and Encanto Drive in the City of Las Vegas, County of Clark, State of Nevada.

The purpose of the right of entry is to permit the City of Las Vegas their subsidiaries, affiliates, contractors and subcontractors (collectively "City"), to construct, inspect and perform activities related to the construction of the improvements associated with the construction of the Neon Boneyard Park on the Property. This Agreement commences on 12:01 A.M. Pacific Standard Time on February 1, 2010 and terminates 11:59 P.M. Pacific Standard Time on October 29, 2010.

INDEMNIFICATION

Subject to the limitations of liability set forth in Nevada Revised Statutes Chapter 41, the City hereby agrees to protect, indemnify, and hold the Neon Museum and its respective officers, employees and agents (collectively the "Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Indemnitees may suffer or which may be sought against or are recovered or obtainable from the Indemnitees, as a result of, or by reason of, or arising out of or in consequence of any negligent act or omission of the City or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the City or its officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Agreement.

The City expressly agrees, at its sole cost and expense, to defend the Indemnitees in any suit or action that may be brought against it or them, or any of them, by reason of any negligent act or omission against which the City has agreed to indemnify the Indemnitees. If the City fails so to do, the Indemnitees shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the City.

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Neon Museum Contact:

Nancy Deaner (702) 229-1845.

City Contacts:

Gina Venglass (702) 229-6790

John Ridilla (702) 229-6629

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

ATTEST:

By:  2/16/2010
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridilla 1/26/10
Deputy City Attorney Date

THE NEON MUSEUM

By: Nancy Deaner

Name: Nancy Deaner

Title: President, Neon Museum Board of Trustees

EXHIBIT A

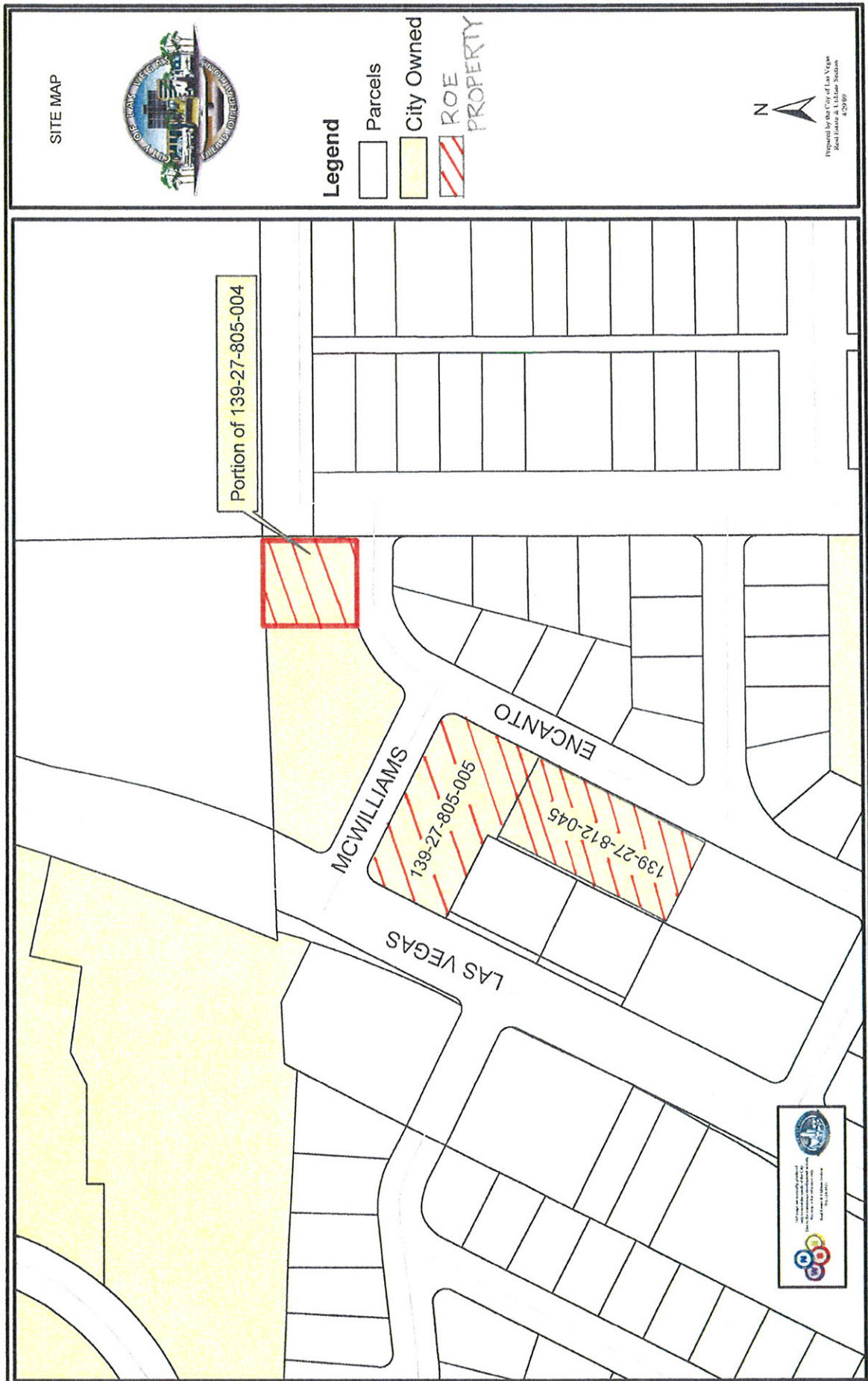


EXHIBIT B

DISCLOSURE OF PRINCIPALS

The Board of Directors of the Neon Museum and principals and partners and entities holding more than 1% interest in the Neon Museum are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Bill Marion	821 Las Vegas Blvd. N. LV 89101	(702) 387-6366
2. Helen Towleron	same as above	same as above
3. Nancy Deaner	same as above	same as above
4. Dorothy Wright	same as above	same as above
5. Dr. Stephanie Youngblood	same as above	same as above
6. Rob McCoy	same as above	same as above
7. John Nelson	same as above	same as above
8. Suzanne Couture	same as above	same as above
9. Michael Crandall	same as above	same as above
10. Lois Tarkanian	same as above	same as above
11. Donna Engellenner	same as above	same as above
12. Cathie Kelly	same as above	same as above
13. Patrick Duffey	same as above	same as above
14. Bonnie Fogel	same as above	same as above
15.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

The Neon Museum

By: Mary Deaner

Title: President, Board of Trustees

Subscribed and sworn to before me this
26th day of January, 2010.

Carolyn Marinello
Notary Public

