

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") 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 (the "Tenant") and the Neon Museum, a non-profit corporation under the laws of the State of Nevada ("Landlord").

Landlord and Tenant hereby agree to the following terms and conditions:

1. SUBLEASE OF PREMISES. On the terms and conditions set forth below, Landlord hereby subleases to Tenant, and Tenant subleases from Landlord, certain real property known as Area Parking Lot A consisting of 214 parking spaces on the northwest side of the Cashman Center parking lot. Tenant acknowledges and hereby accepts all terms and conditions of the Lease agreement between the Las Vegas Convention and Visitors Authority ("LVCVA") and Landlord, Lease Agreement Number CC2837, attached hereto as Exhibit A and incorporated herein by this reference.

2. SUBLEASE PROVISIONS.

2.1. TERM. The term of this Sublease is for a period from 12:01 A.M. Pacific Standard Time on February 1, 2010 to 11:59 P.M. Pacific Standard Time on July 1, 2010.

2.2. RENT. The rent for the Property shall be One Dollar and No Cents (\$1.00) for the entire term of this Sublease. Tenant shall make such payment upon the execution of this Sublease.

2.3 PERMITTED USE. Tenant intends to utilize the Property to move, store and relocate neon signs from the Neon Museum during Tenant's construction of the Neon Boneyard Park. Tenant will fence the Property to maintain the neon signs in a reasonably secure environment. After the neon signs are moved from the Neon Museum onto the Property, Tenant shall notify Landlord that Landlord is permitted access to the Property. After this notification, Landlord shall be responsible for the maintenance of the Property while providing tours or other activities related to the relocated neon signs on the Property.

Prior to completion of construction of the Neon Boneyard Park, Tenant shall notify Landlord that Tenant is required to relocate the neon signs to their permanent location at the Neon Boneyard Park. Landlord shall cease all tours and other activities on the Property after such notification. After completion of construction of the Neon Boneyard Park, Tenant shall remove the fencing and restore the Property to its original condition.

Landlord acknowledges that while the neon signs are being moved from the Neon Museum to the Property and while the signs are being relocated from the Property to the Neon Museum, Tenant will have exclusive rights to access the Property and the Neon Museum shall not conduct tours or other activities on the Property.

3. INDEMNIFICATION. Subject to the limitations of liability set forth in Nevada Revised Statutes Chapter 41, Tenant hereby agrees to protect, indemnify, and hold Landlord and its respective officers, employees and agents (collectively the "Landlord Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Landlord 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 Tenant 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 Tenant or its officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Sublease.

Tenant 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 Landlord Indemnitees. If the City fails so to do, the Landlord 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.

This indemnification specifically does **NOT** apply to Landlord's use of the Property while providing tours or other activities on the Property as described in Section 2.3 of this Sublease. Landlord agrees to protect, indemnify, and hold Tenant and its respective officers, employees and agents (collectively the "Tenant Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Tenant Indemnitees may suffer or which may be sought against or are recovered or obtainable from the Tenant Indemnitees, as a result of, or by reason of, or arising out of or in consequence of any negligent act or omission of Landlord 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 Landlord or its officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Sublease.

Landlord expressly agrees, at its sole cost and expense, to defend the Tenant 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 Landlord has agreed to indemnify the Tenant Indemnitees. If the Landlord fails so to do, the Tenant 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 Landlord.

4. MISCELLANEOUS.

4.1 **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign all rights under this Sublease to its contractors and agents performing the construction of the Neon Boneyard Park; however, Tenant shall have no rights to assign or encumber its interest in this Sublease to any entity not related to the construction of the Neon Boneyard Park without the written consent of Landlord.

4.2 **PRIOR AGREEMENTS AND AMENDMENTS.** This Sublease contains all of the agreements and understanding of the parties with respect to any matter covered or mentioned in this Sublease, and no other agreements or understandings shall be effective for any purpose. No provision of this Sublease may be amended or added except by a written amendment signed by both Landlord and Tenant.

4.3 **NOTICES.** Any notice or other communication required or permitted to be given under this Sublease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their

respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

LANDLORD: Nancy Deaner
The Neon Museum
821 Las Vegas Boulevard North
Las Vegas, NV 89101

TENANT: City of Las Vegas
Facilities Management/Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

4.4 TIME OF THE ESSENCE. Time is of the essence of this Sublease and each and every term, condition and provision hereof.

4.5 NO WAIVER: No waiver of any of the provisions of this Sublease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.6 ENTIRE AGREEMENT. This Sublease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

4.7 HEADINGS AND INTERPRETATION. Headings used in this Sublease are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Sublease shall include all sections and subsections related thereto.

4.8 CHOICE OF LAW. This Sublease and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

4.9 SEVERABILITY. If any term, covenant, condition or provision of this Sublease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Sublease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

4.10 RELATIONSHIP OF THE PARTIES. The parties agree that their relationship is that of Tenant and Landlord, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Sublease be deemed to create any form or business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

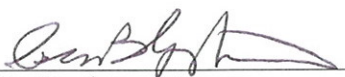
4.11 DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Landlord warrants that it has disclosed that on the form attached as

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 Tenant in writing of any material change in the above disclosure within 15 days of any such change.

4.12 ATTORNEYS' FEES. In the event that any party hereto institutes an action or proceeding relating to or arising out of this Sublease, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief forwarded.

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

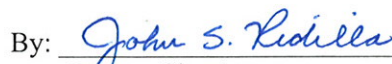
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

ATTEST:

By:  1/11/2010
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  1/26/10
Deputy City Attorney Date

NEON MUSEUM

By: 

Name: Nancy Deaner

Title: President, Neon Museum Board of Trustees

EXHIBIT A

CASHMAN CENTER
LEASE AGREEMENT # CC2837
LESSEE: THE NEON MUSEUM
ADDRESS: 821 LAS VEGAS BLVD N
LAS VEGAS NV 89101-2030
TELEPHONE: (702) 387-6366

This Lease Agreement made and entered into this 8th day of December, 2009, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, 3150 Paradise Road, Las Vegas, Nevada 89109, (702) 892-0711 (hereinafter referred to as "LVCVA") and LESSEE.

1. **Facilities Payment and Use:** NON-REFUNDABLE first payment of **NONE** to be paid at execution of this Lease Agreement. First payment credited when show is invoiced. Signed Lease Agreement is only valid if required first payment accompanies signed Lease Agreement upon return to the LVCVA. No interest will accrue by or be paid to Lessee on the first payment. Balance due upon receipt of invoice. Payment methods accepted include cash, check, money order, ACH, wire, and all major credit and debit cards; however the LVCVA reserves the right to restrict credit card transactions on past due accounts. INTEREST will be assessed at 1-1/2% per month on any balance due more than thirty (30) days after date of billing. See attached Exhibit "A" for rental rates, dates of tenancy, the Leased Premises, and other terms of this Lease Agreement. Payment of all prior LVCVA invoices is a condition precedent to the validity of this Lease. If Lessee fails to pay any amounts due and owing under any prior lease or invoice, the LVCVA will be under no obligation whatsoever to allow the Lessee to use or occupy any part of the Cashman Center.

2. **Conditions:** This Lease Agreement shall have no force or effect whatsoever unless and until executed by both parties, to wit: the Lessee and the President of the LVCVA or his designee. Lessee covenants and agrees to well and truly perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition subsequent to the effect of this Lease Agreement. Any alteration to this document unless executed by both parties will void this Lease Agreement.

The use of the facilities of Cashman Center herein described includes corridors necessary to accommodate patrons and seating in or a part of such facilities, together with such regularly provided electrical power, water and light, as may be reasonably required for use of said facilities. Reasonable heating and/or air conditioning shall be provided on show days only. The term reasonable shall be defined on a case-by-case basis in the sole and unfettered discretion of the LVCVA. Any additional requirements for heating and/or air conditioning must be approved by the LVCVA. The cost of any additional heating and/or air conditioning shall be paid by the Lessee. Concourse and entrance plaza areas are a portion of the Leased Premises that must be used concurrently with other shows, and within certain guidelines set forth from time to time by the LVCVA. Exhibit floor plan must be approved by LVCVA's Fire Safety Coordinator before sale of exhibit space to prospective exhibitors. Carpeted areas must be protected when used by Lessee. The Lessee shall not permit the Leased Premises to be used for lodging rooms or for any improper, immoral, illegal or objectionable purpose. The LVCVA reserves the right to use meeting rooms during move-in and move-out period and show days after show hours when Lessee is not using the same, such as at night, so long as rooms are in proper order as and when required by Lessee. LVCVA will hold Lessee harmless if the LVCVA uses meeting rooms when Lessee is not using the same. LVCVA will not use meeting rooms assigned to Lessee for Lessee's office space. The Lessee will be given notice and a reasonable opportunity to cure any default in their obligation under this Lease Agreement. The President of the LVCVA will have the final authority, but must act reasonably, to determine the appropriate action relating to any default under this Lease Agreement.

Any and all contractors of any tier ("Contractors"), that provide any goods or services for the Lessee or its sublessees of any tier, must enter into an agreement with the LVCVA, pay any and all fees and obtain the required insurance to work in the Cashman Center. Contractor's payment of any such fees and proof of such insurance is a condition precedent to the validity of this Lease Agreement.

If Lessee or any exhibitor so desires, upon written order of Lessee, the LVCVA will cause electric, gas or water service or connections to be installed, adjusted or effected as follows:

Electricity: One-half normal illumination will be allowed for move-in and move-out days. Additional lighting, heating and air conditioning requested by the Lessee will be assessed a charge based on actual usage. Full illumination will be permitted on day prior to show opening. The LVCVA agrees to make available to Lessee, through Lessee's agent (electrical contractor) up to its existing capacity, all electric power required, and the Lessee agrees that any agreement with Lessee's agent (electrical contractor) will require said agent (electrical contractor) to reimburse the LVCVA with up to a twenty-five percent (25%) surcharge on the regular electric outlet rental fee charged on all electric outlets and floodlight charges levied by Lessee or Lessee's agent (electrical contractor) on all power made available by the LVCVA. All electrical service provided to Lessee spaces will be included when calculating charges. Lessee further agrees that Lessee's agent (electrical contractor) will supply the LVCVA with duplicate copies of all electrical charges made by said agent (electrical contractor) to each exhibitor or to Lessee within thirty (30) days after expiration of the Lease Agreement for the purpose of verifying the up to twenty-five percent (25%) surcharge amount to be paid the LVCVA by said agent (electrical contractor) and upon said agent's (electrical contractor) failure to pay said amount, then Lessee hereunder agrees to pay the same to the LVCVA upon submission of the documentation supporting a statement for the amount due LVCVA hereunder.

Gas and Plumbing: At Lessee's expense, at the standard rate for connection and consumption of gas or water, as per schedule to be established from time to time by the LVCVA in accordance with the LVCVA's prevailing practice, and Lessee shall be responsible for all charges arising from such contracts. Lessee shall be responsible for expenses incurred by the LVCVA for Lessee or its exhibitors for which the LVCVA has accepted a written order from the Lessee. The above and foregoing approval shall apply to subcontractor(s) as well as contractors. A surcharge of up to twenty-five percent (25%) may be charged the installation contractor for such plumbing services.

3. **Exclusive Telecommunication, Newsstand, Gift Shop and Business Center Services:** The LVCVA reserves the sole and exclusive right to handle for the Lessee, and its sublessees, any telecommunications; newsstand; gift shop and business center services, including normal telephone services; cellular telephone services; Internet services of any kind; facsimile; copies; baggage holding; and any other services associated with telecommunications, newsstand, gift shop or business center activities. The Lessee, or its sublessee(s), shall have no right to contract out these goods and/or services. The LVCVA shall have the right to assign or contract out for these goods and/or services. The exclusion for gift shop goods and services shall not include the sale of show merchandise.

Concessions: Unless otherwise expressly stated to the contrary in this Lease Agreement, LVCVA reserves the sole and exclusive right to offer for sale on, in, or about the Leased Premises covered by this Lease Agreement, beverages of any type, food, souvenirs, or other merchandise of any sort, or LVCVA may contract for all such concession rights to any party or parties designated by LVCVA. Any concession rights granted in this Lease Agreement will be subject to existing concession contracts which exist between LVCVA and third parties. In no event will Lessee, its sublessee(s), exhibitors, agents, or guests, bring into the Cashman Center, or any of its facilities, any food, whether prepared or unprepared, or beverages of any kind whatsoever, including but not limited to alcoholic beverages, without the prior written consent of the President of the LVCVA. This section is not intended to restrict the free distribution of small quantities of product samples

from a designated exhibit space. All samples being distributed must be manufactured or produced directly by the exhibitor. Before any sample is provided by the exhibitor or Lessee pursuant to this paragraph, the Lessee shall notify the LVCVA's concession contractor and obtain approval for such distribution.

4. **Forfeiture:** If cancellation is made (either partial or complete cancellation), in addition to liquidated damages set forth below, then the non-refundable first payment amount called for on page 1 shall be forfeited by the Lessee in consideration of the LVCVA holding said dates for exclusive use of the Lessee and rendering the same unavailable for others. The Lessee further covenants that if any default is made in payment of the rent or any part thereof at the times above specified, or if any default is made in the covenants or agreements herein contained, this Lease Agreement at the option of the LVCVA shall cease and terminate, and the relation of the parties shall be the same in all respects as if said term had fully expired. The LVCVA may reenter the said Leased Premises and hold the same as of its former state therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession. The Lessee shall, notwithstanding such reentry, pay the full amount of said rental as herein agreed to be paid. If cancellation (either partial or complete) is made by Lessee, Lessee agrees to pay to the LVCVA, as liquidated damages, one hundred percent (100%) of the total rent amount as set forth on Exhibit A. Such payment will be due and payable immediately upon any partial or complete cancellation by Lessee. The LVCVA will make all reasonable efforts to re-lease the Leased Premises upon written notification of the Lessee's cancellation. Any and all rent received by the LVCVA as a result of any such re-leasing shall serve to refund back to Lessee any paid liquidated damages. Lessee shall not be entitled to receive any refund in excess of the liquidated damages paid by Lessee. The liquidated damages provisions in this paragraph are a consequence of the fact that the amount of actual damages resulting from Lessee's termination is impossible to ascertain. Any liquidated damages paid by the Lessee are not to be construed as a penalty. Lessee's payment of any above referenced liquidated damages shall be due and payable upon notification of any cancellation.

5. **Insurance:** Lessee agrees to obtain and furnish to the President of the LVCVA, at least thirty (30) days prior to the time of occupancy, a certificate showing that there is in effect a policy of a MINIMUM OF \$1,000,000 combined single limit commercial general liability and automobile liability coverage, including broad form contractual liability in which the Lessee and the LVCVA are each named as insured or additional insured. Lessee shall obtain workers compensation insurance, and provide proof of the same to the LVCVA, for all employees of Lessee, and Lessee shall require any sublessee of any tier to obtain workers compensation insurance for any of sublessee's employees. The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Lessee. All insurance coverage shall be for full period of the Lessee's occupancy of the Cashman Center. Said insurance shall cover the entire Leased Premises of the Cashman Center, including parking lots, approaches and sidewalks. During the periods of multiple lessee occupancy, the Lessee shall only be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee will not do or permit to be done anything in or upon any portion of the Leased Premises, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the Cashman Center or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there, nor shall Lessee (without written consent of the President of the LVCVA) put up or operate any engine or motor or machinery on the Leased Premises, excepting normal equipment utilized to set up and dismantle exhibits, or use of oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes. The President of the LVCVA may refuse to allow any use of the Cashman Center facilities during any period when such insurance is not in force.

6. **Indemnity:** The Lessee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Cashman Center Leased Premises) occurring in or upon any portion of the Cashman Center leased or used by Lessee which are caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee shall defend, indemnify and hold harmless LVCVA, excepting loss by negligent acts of LVCVA, its officers, employees, and agents, from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Lessee's use or occupancy of the Leased Premises or from any breach by Lessee of any condition of this Lease Agreement, or from any act or omission of Lessee, its sublessees, or their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. The Lessee specifically will indemnify, defend and hold the LVCVA harmless for any actions taken by the Lessee or its subcontractors, related to the removal of individuals or groups from the Leased Premises. The LVCVA shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by Lessee, excepting loss by negligent acts of the LVCVA, its officers, employees and agents, or any other entity when the claims for damages or injuries are incident to, arise from or are in any way connected with Lessee's use or occupancy of the Leased Premises or any portion of the Cashman Center, or for any act or omission of Lessee, its sublessees, their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. However, this contract shall not provide any right for any person, firm, corporation, or association who is not a party to this Lease Agreement. To the extent permitted by law, the LVCVA shall defend, indemnify, and hold harmless Lessee, its officers and employees from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are solely caused by an act or omission of the LVCVA or its employees.

7. **Waiver of Liability and Waiver of Subrogation:** The LVCVA shall not be responsible for any damage or injury that may happen to the Lessee or to the Lessee's agents, servants, employees or property from any cause whatever, excepting loss by negligent acts by LVCVA, its servants or employees, during the period covered by this Lease Agreement, and the said Lessee hereby expressly releases said LVCVA from and agrees to indemnify and defend the LVCVA against any and all claims for any such loss, damage or injury. The LVCVA and Lessee agree to waive the right of subrogation by their insurance carriers, when allowed by said insurance carrier, to recover loss sustained under the respective insurance contracts for real and personal property, and Lessee agrees that each sublease shall require of the sublessee a similar waiver of right to subrogation under their insurance contracts, when allowed by sublessee's insurance company.

8. **Services:** (a) The LVCVA will furnish additional services to the Lessee such as equipment, materials, technicians, etc. (to the extent of the LVCVA's available inventory and at current rates) on the following terms and conditions: Normal service, but not including technicians, stagehands, electricians, public address system operators, projectionists, guards and other personnel not normally members of the staff of the LVCVA. The LVCVA further reserves the right to name all technicians who will operate the LVCVA's equipment, and the Lessee shall pay for same.

(b) LVCVA services personnel will clean the show management's common use public areas including uncarpeted registration area, meeting rooms (when used for meetings only) and restrooms. Trash containers will be provided in public areas, placed at strategic locations, and serviced with concurrence of show management. These services are at no extra cost to Lessee.

(c) All janitorial and cleaning services (except as described in b) beginning with the first day of move-in, during show days, and through the final day of move-out shall be the responsibility of the Lessee. As part of Lessee's contract with its service contractor(s), the Lessee shall require said service contractor(s) to remove all trash in the public areas, exhibit halls, meeting rooms, theatre, stadium, and the exterior of Cashman Center which is used by the Lessee; except as specified herein.

(d) Additional services within the Cashman Center capabilities will be provided, if requested, and charges for labor and equipment will be invoiced at current rates.

(e) Meeting Rooms - One time setup per day - includes lights, heat, air, custodial and sound service (to the extent of available inventory). Lessee agrees to pay minimum daily room rate for any changeovers or revised room setups.

(f) **Care of Leased Premises:** Lessee, at Lessee's own expense, shall keep the Leased Premises in a safe, sanitary and slightly condition in good repair, and shall restore and yield the Leased Premises back to the LVCVA upon the expiration or termination of this Lease in good condition and repair, ordinary wear and tear and damage by the elements, fire or act of God, or by other cause beyond the control of Lessee excepted. If the Leased Premises can be restored (without causing or constituting a termination of the privilege or an interference for the possession of the Leased Premises by Lessee) the LVCVA may do all things necessary to restore the Leased Premises to the condition required, including but not limited to, removal of signs, balloons, tape, and other things not removed by Lessee, its sublessees, or their respective servants, agents, employees, invitees, licensees or contractors charging the actual cost thereof to Lessee.

9. **Expiration of Occupancy:** At the expiration of occupancy hereinabove set forth, the Lessee shall quit and vacate the Leased Premises of the Cashman Center and return to the President of the LVCVA all equipment and facilities procured from the President of the LVCVA, which Leased Premises, equipment and facilities shall be in as good condition and repair as before the Lessee's use thereof except for wear from ordinary use. In the event the Lessee holds over and fails to surrender possession of the Leased Premises at the time herein agreed, then and in that event, the Lessee agrees to pay for the hold-over period at triple the rate herein provided for original term, and the same does not preclude the LVCVA from collecting other damages in the event damages do occur to the LVCVA as a result of such hold-over. If Lessee vacates the Leased Premises prior to the expiration of the contracted time of occupancy, the LVCVA will assume beneficial control of said Leased Premises and this Lease Agreement will terminate and the daily rate, if any, will not be charged by LVCVA.

10. **Property Left on Leased Premises:** The Lessee shall remove from the Leased Premises of the Cashman Center, on or before the termination of occupancy hereinabove agreed, all property, goods, and effects belonging to the Lessee or sublessees, or caused by Lessee to be brought upon the said Cashman Center. If any such property is not removed at the above stated time, the President of the LVCVA shall have the right to store or cause to be stored any such property, for which the Lessee agrees to pay a reasonable fee and all expenses incurred. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of such stored property.

11. **Lost Articles:** The President of the LVCVA, or his representatives, shall have the sole right to collect and have custody of articles left in the building or parking lots by persons attending any performance, exhibition or entertainment event given or held on the Cashman Center, and the Lessee shall not collect nor interfere with the collection or custody of such articles by the LVCVA. Lost articles will be returned upon proper identification of article and owner according to policies established by the LVCVA. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of lost articles.

12. **Compliance with Laws:** The Lessee, and the LVCVA, shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas, State of Nevada, and wherever applicable, all rules, regulations of any governmental entity having jurisdiction and policies and criteria established by the LVCVA for the use of the facilities under the jurisdiction of the LVCVA, and the Lessee will not suffer or permit to be done anything on the Leased Premises in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. This Lease Agreement incorporates by reference the rules and regulations set forth in the LVCVA's Building Users Manual. The Lessee shall be responsible to provide readily achievable access to the show and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Lessee to submit to the LVCVA in writing, a list of independent service companies (e.g. installation and dismantle companies, florists, modeling agencies, or other exhibitor appointed contractors) who are providing a service to exhibitors or show management. The Lessee shall be responsible for said companies to be properly licensed and insured prior to entering the Leased Premises of the Cashman Center. The Lessee shall secure compliance with all state and federal laws and/or regulations from any exhibitor who seeks to install its own booth ("Exhibitor"). Lessee shall ensure that the Exhibitor shall comply with all laws, rules and regulations related to booth installation and dismantling. Lessee shall obtain from such Exhibitor a commercial general insurance policy in the amount of, at least, Two Hundred and Fifty Thousand Dollars (\$250,000.00), which names the LVCVA and Lessee as additional insureds.

13. **Hazardous Materials:** Lessee, and its sublessees, are responsible for the proper care, handling, security, removal, and disposal of all hazardous materials brought to the Cashman Center by the Lessee or its sublessees, as required by current Environmental Protection Agency, or other applicable standards in effect at the time of occupancy. Upon request by LVCVA, the Lessee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the Leased Premises will be paid by the Lessee.

14. **Licenses:** Lessee shall obtain all permits or licenses required by laws, ordinances, rules and regulations mentioned herein and shall secure such permits, and shall not suffer to be done anything on the Leased Premises during the term hereof in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Lessee is called to any such violation on the part of the Lessee or of any person employed by or admitted to the Leased Premises by the Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

15. **Child Care:** Lessee shall not allow any type of child care facility to be operated on the Leased Premises.

16. **Signs and Posters:** Lessee shall not post or exhibit, or allow to be posted or exhibited, any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the Leased Premises, except upon such space as is made available for such purpose by the LVCVA, and Lessee will use, post or exhibit only such signs, advertisements, show bills, lithograph posters or cards upon said billboards as relate to the performance or exhibition to be given under this Lease Agreement and which meet the approval of the President of the LVCVA, and such approval shall not be unreasonably withheld.

17. **Advertising:** Advertising will not be allowed in the public areas of the Cashman Center without payment of additional compensation as fixed by Exhibit "A" and approved by the LVCVA. The LVCVA may require Lessee to provide a copy of each advertising contract and/or invoice related to the advertising sold by Lessee and located in the public areas of the Cashman Center. The LVCVA will sell advertising in the public areas of the Cashman Center and the Lessee will have no rights thereto.

18. **Security:** Lessee shall be responsible for complete security in all areas leased or used by Lessee, including exhibit areas, meeting rooms, loading dock areas, emergency exits, from the time of initial occupancy until completion of move-out. Such services will be at the expense of the Lessee. All security arrangements are subject to approval by the LVCVA, and such approval shall not be unreasonably withheld. Lessee will provide a security placement plan for stationary or roving posts to the LVCVA's Director of Security at least thirty (30) days prior to show opening. The LVCVA maintains twenty-four (24) hour security for protection of building perimeter. Only licensed Nevada security agencies and security guards that comply with LVCVA requirements will be used. The use of voluntary security is not permitted.

19. **Parking/Parking Lots:** If the Lessee is leasing parking lot(s) pursuant to this Lease Agreement and using the parking lot(s) for anything other than the parking of motor vehicles, the Lessee shall provide the LVCVA, within sixty (60) days prior to the first show day, specific details as to the use of the parking lot(s). Any non-parking use of the parking lot(s) by Lessee is subject to the LVCVA's sole and unfettered approval, and if disapproved, the Lessee's right to possession of the subject parking lot(s) may be terminated by the LVCVA without liability. The parking facilities, unless specifically leased by the Lessee, shall be under the direct and exclusive control of LVCVA. The Lessee shall not rely upon the availability of any parking lot or parking facility.

20. **Seating Capacity:** Lessee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity or authorized occupancy load of the facility or facilities hereinabove described. Standing room is prohibited. The Lessee shall not admit to the Leased Premises a larger number of persons than the seating capacity or authorized occupancy load thereof will accommodate or can safely or freely move about in said leased area. The LVCVA, being charged by law with operation of the Cashman Center, and in doing so, has the right to attend all functions. Lessee acknowledges this requirement for such seating as may be required by LVCVA and agrees to honor the same upon request of the President of the LVCVA.
21. **Access to Leased Premises:** The LVCVA reserves for its representatives, agents and concessionaires, free access and right to enter any portion of the Cashman Center, including the Leased Premises. The Cashman Center, including the Leased Premises hereby and the keys thereof, shall at all times be under the control of the President of the LVCVA or his designee. The Lessee shall not use the lobbies for any purpose whatsoever without express written permission from the LVCVA. Any labor demonstrations, protests, or picketing are subject to a Consent Decree and the Lessee's rights to these public areas are limited thereby.
22. **Objectionable Persons:** The LVCVA, through its President and its agents and employees, reserves the right to eject any objectionable person or persons from the Cashman Center or any part thereof, if in the sole determination of LVCVA such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the President of the LVCVA, its agents or Metropolitan Police, Lessee specifically waives any right to any claim for damages against the LVCVA for such actions. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to any cause to which this section applies.
23. **Force Majeure:** If the (a) Cashman Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Leased Premises for the purposes and during the periods specified in this Lease Agreement, or (b) if the use of the Leased Premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the LVCVA, then this Lease Agreement shall terminate and Lessee hereby waives any claim against the LVCVA for damages by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by LVCVA to Lessee. The LVCVA shall, within a reasonable time, provide notice to Lessee of any event to which this section applies.
24. **Evacuation/Emergency Cancellation:** It is mutually agreed by and between the parties that in the event the Cashman Center, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence that could cause substantial bodily injury or substantial property damage, actual or threatened, the LVCVA may cancel all or part of Lessee's event and the Lessee, for itself and for its successors and assigns, shall and does hereby release the LVCVA and all officials, officers, representatives, agents, employees and servants of the LVCVA from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation, direction to evacuate or cancellation. The Lessee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation, direction to evacuate or cancellation, to indemnify and hold harmless the LVCVA, their officials, officers, representatives, agents, employees and servants from any and all claims that may be asserted by third parties for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of Lessee's activities related to such evacuation, direction to evacuate or cancellation. Under emergency circumstances, the President of the LVCVA, or his designee, shall regain complete control of the Cashman Center. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to emergency evacuation or cancellation.
25. **Scheduling and Time of Essence:** Unless otherwise specified in writing, the President of the LVCVA shall be privileged to book similar events at any time. Time, including, without limitation, time of payment of monies due from Lessee, shall be of the essence of this Lease Agreement.
26. **Acceptance of Leased Premises:** Lessee and LVCVA shall jointly inspect the Leased Premises and its equipment prior to move-in to determine whether the Leased Premises is in all respects in proper condition for the uses contemplated by Lessee. Lessee and LVCVA shall jointly inspect the Cashman Center during move-out to determine whether any changes have occurred in the condition of the Cashman Center and/or its equipment, ordinary wear and tear excepted, which are directly attributable to Lessee's occupancy and use.
27. **Reentry Right:** Lessee agrees that if the Leased Premises or any part thereof shall become vacant during the said term, the LVCVA or its representatives may reenter the same either by force or otherwise without being liable for any prosecution therefor, and may at its option relet the said Leased Premises as the agent of the Lessee and receive the rent therefrom, applying the same first to payment of such expenses as may be incurred in reentering and reletting said Leased Premises and then to the payment of the rent due by these presents; the surplus, if any, is to be paid over to the Lessee, and Lessee covenants that charges herein agreed to be paid remaining after deducting the net rental resulting from such reletting shall be paid by Lessee. However, nothing herein contained shall be construed as imposing any obligation on the LVCVA to so relet or attempt to relet the said Leased Premises or in any way affect the obligation of the Lessee to pay the full amount of said rental in case said Leased Premises shall not be so relet.
28. **Television and Broadcasting:** No artistic performance or sporting event presented in the Cashman Center shall be broadcast or televised or in any manner recorded for reproduction without an agreement in writing between the Lessee and the LVCVA respecting the times and media of such broadcast, such additional compensation to the LVCVA as the parties may agree upon and, in any event, upon the express condition that all expenses pertaining thereto will be prepaid in advance by the Lessee. This section does not restrict the normal production of audio or videotapes of meeting or seminar sessions for distribution or resale to attendees or Association membership.
29. **Copyright and Trademark Indemnification:** Lessee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Lease Agreement unless the Lessee and/or its sublessees have previously thereto obtained written permission from the copyright or trademark holder. Lessee acknowledges that Lessee acts under this Lease Agreement as an independent contractor, charged with the responsibility in Lessee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Lessee deems appropriate and that Lessee undertakes strict compliance with all laws respecting copyrights (Federal Copyright Law of 1978 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Lessee warrants that in the performance of this Lease Agreement Lessee will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Lessee will indemnify, save and hold harmless the LVCVA and its officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group. Lessee authorizes the withholding of payment from the LVCVA under this Lease Agreement pending final disposition of any claim which may result from the foregoing indemnification.
30. **Royalties and Claims:** Lessee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Lessee, its agents, employees, sublessees or licensees upon or within the Cashman Center, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Lessee

agrees to hold harmless the LVCVA, its agents and employees, against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Lessee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

31. **Assignments/Arbitration Clause:** Neither this Lease Agreement nor any rights of the Lessee hereunder may be assigned by Lessee without the consent of the LVCVA, by and through its President. Any dispute, cause of action or claim for relief, between the LVCVA and Lessee (including any sublessee), regarding the terms, enforcement, interpretation, administration or performance of this Lease Agreement shall be submitted to the Nevada Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in Nevada Revised Statutes 38.010 et seq.

32. **Binding Effect of Lease Agreement:** All terms and conditions of this Lease Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise or any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Lease Agreement. Lease Agreement must be signed and returned by thirty (30) days from date of issue. Failure to comply will void the terms and conditions of the Lease Agreement. Any alteration of the terms of this Lease Agreement in any manner will void the Lease Agreement.

33. **Governing Law/Merger Clause:** The parties to this Lease Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. Except as provided herein, this Lease Agreement shall be interpreted and enforced under Nevada Law, and this Lease Agreement can only be interpreted in the State or Federal courts in the State of Nevada. Lessee, by signing this Lease Agreement, submits to the jurisdiction of any and all Nevada Courts. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Lease Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Lease Agreement shall be construed to be drafted by both the LVCVA and the Lessee.

34. **Subleasing of Leased Premises:** The Lessee may sublease the Leased Premises to exhibitors and other entities related to its convention or trade show. The Lessee may not sublease any part of or the entire Leased Premises to another convention or tradeshow without the express written permission from the LVCVA.

35. **Miscellaneous Terms:** If pavilions are used by Lessee in the parking lots, the Lessee is responsible for any damage or claims made as a result of the pavilion contractor's actions or inactions. Pavilions shall be constructed pursuant to any Fire Code requirements. The Lessee may not place exhibits in any rain water swale area. Any repairs made to the Cashman Center parking lots must meet LVCVA specifications. Exhibits and/or pavilions may not be left in place following the expiration of lease dates, without express written permission from the LVCVA and financial compensation paid to the LVCVA. The Lessee shall not hang or attach anything to the roof system of the Cashman Center without complying with the LVCVA's rigging plan. Lessee is responsible for insuring that the overall rigging plan is done in accordance with the suspended load limits procedure as prepared by LVCVA's structural engineering consultant. Lessee will insure that the weight load limits are not exceeded. Lessee will supply the LVCVA with the name of the person in charge of rigging. This person must obtain authorization for such rigging plans from the LVCVA seven (7) days prior to starting work. The Lessee must obtain written permission from the LVCVA for special or unusual rigging weights or motor apparatus.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, and acknowledge that this Lease has been read in its entirety.

THE NEON MUSEUM

By: [Signature]

Date: 12.22.09

Attest: _____

Date: _____

CASHMAN CENTER
LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: [Signature]
PRESIDENT/CEO

Date: 12/31/09

By: [Signature]
LEGAL COUNSEL

me 12/10/09
Initial Date

NPR 12/8/09
Initial Date

l/jr (12/08/09)

PLEASE SIGN AND RETURN BOTH COPIES OF THE LEASE AGREEMENT BY DECEMBER 28, 2009 FOR EXECUTION BY THE LVCVA.
A SIGNED LEASE AGREEMENT WILL BE RETURNED TO YOU.

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 Deann

Title:

President, Board of Trustees

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

Carolyn Marinello
Notary Public

