

**FIRST AMENDMENT TO
GRANT AGREEMENT FOR
LAS VEGAS HELLDORADO RODEO**

THIS FIRST AMENDMENT TO GRANT AGREEMENT ("First Amendment") is made and entered into this 5TH day of May, 2010, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation, located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101 (hereinafter "Centennial Committee") and Las Vegas Elks Lodge #1468, a Nevada non-profit corporation, located at 4100 W. Charleston Boulevard, Las Vegas, Nevada 89102 (hereinafter the "Elks").

WHEREAS, the Centennial Committee supports projects relating to the commemoration of the history of the City of Las Vegas; and

WHEREAS, the Elks were first chartered in Las Vegas in 1923 as Lodge of the BPOE; and

WHEREAS, the Las Vegas Helldorado Parade was a community event, produced by the Elks, which dates back to 1934 and the Las Vegas Helldorado Rodeo was a sanctioned PRCA rodeo event which started in 1944 and was produced by the Elks; and

WHEREAS, together, the Parade and the Rodeo were recognized as an annual community event in Las Vegas which has been historically known as the Las Vegas Helldorado Days; and

WHEREAS, the Elks have historically been the founder, producer and promoter of the Las Vegas Helldorado Days and maintain registered and common law rights to the said trade names, trademarks and other licenses associated therewith; and

WHEREAS, the Centennial Committee and the Elks entered into a Grant Agreement dated August 20, 2009 ("Agreement") which provided Centennial grant funds to assist with the production and implementation of the Las Vegas Helldorado Rodeo, including the return of the Rodeo to this community event; and

WHEREAS, the Elks have requested additional Centennial Grant Funds to produce the Event as set forth in the Agreement.

NOW, THEREFORE, the Centennial Committee and the Elks agree to the following:

1.0. Section 2.0 of the Grant Agreement shall be deleted in its entirety and the following inserted in its place:

2.0 Grant Amount. The Centennial Committee shall provide an additional grant in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Additional Grant") which shall thereby provide an aggregate total Centennial Grant in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00)

("Centennial Grant" or "Grant"). The Elks agree to submit to the Office of the Centennial for approval copies of invoices, receipts, cancelled checks or other related documents which evidence the production costs incurred in providing the services. If the services provided by the Elks exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), such excess costs shall be the responsibility of the Elks.

2.0. If there is any inconsistency between the provisions and terms in this First Amendment and the provisions and terms in the Agreement, this First Amendment shall prevail. Except for the amendments set forth in this First Amendment, the Agreement remains valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: Elizabeth N. Fretwell
Elizabeth N. Fretwell, Vice President

ATTEST:

Esther Boyter
Esther Boyter, Secretary

APPROVED AS TO FORM:

P. M. K. C. B. 3/16/10
Date

LAS VEGAS ELKS LODGE #1468

By: Edward Lanigan

Title: Trustee

By: Mario Drago

Title: Trustee

By: _____

Title: Trustee

By: Don Smith

Title: Trustee

By: _____

Title: Trustee