

SPECIAL EVENT LICENSING AGREEMENT

Helldorado Days PRCA Rodeo — Las Vegas, Nevada, B.P.O. Elks Number 1468

April 18, 2011 through May 31, 2011

THIS SPECIAL EVENT LICENSING AGREEMENT (this "Agreement") is entered into this 18th day of FEBRUARY, 2011, by the City of Las Vegas ("Licensor"), a municipal corporation of the state of Nevada and Las Vegas, Nevada, B.P.O. Elks Number 1468, ("Licensee"), a Nevada non-profit corporation.

AGREEMENT SUMMARY

(a) This Agreement licenses the use of the Site (hereinafter defined) for forty-two (42) days in connection with that event commonly known as the "Helldorado Days PRCA Rodeo", which includes six (6) days for the rodeo event and related concessions, twenty-one (21) days for site preparation and fifteen (15) days for site restoration (collectively the "Event"). The Event is sponsored and promoted by the Licensee, who will submit an application to the City of Las Vegas Planning Department for review and approval prior to the Event. In the event of any conflict between such application and this Agreement, this Agreement shall prevail.

(b) The Event is proposed to be held on real property owned by the Licensor, which is bounded by Stewart Avenue (south), 7th Street (east to ally, mid-block), Las Vegas Boulevard (west), and US 95 on-ramp (north), (the "Site") and depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein as a part of this Agreement. Full property access may be restricted by existing structures, with Licensor having final discretion on any such restrictions.

(c) This Agreement sets forth the obligations of Licensee concerning the use of the Site, and other property licensed or used for parking, approaches or sidewalks (collectively the "Premises") in connection with the Event.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants set forth herein, do agree as follows:

1. Grant of License. Licensor does hereby license to Licensee, and Licensee does hereby license from the Licensor, the Site, on the specific dates indicated, herein, for the purpose of holding the Event, and for no other purpose, subject to the terms and conditions of this Agreement and the application submitted by the Licensee and approved by the Licensor. The Event, including the time needed for preparation and restoration of the Site before and after the Event, is authorized for the following dates (collectively the "License Term"):

- (a) April 18, 2011, through May 9, 2011, inclusive-----Site Preparation.
- (b) May 9, 2011, through May 15, 2011, inclusive-----Actual Event Dates.
- (c) May 16, 2011, through May 31, 2011, inclusive-----Site Restoration.

The Licensor will use the Site in compliance with the Site Plan attached hereto as Exhibit "B" and incorporated herein as a part of this Agreement. Any modifications to Site Plan will require City approval.

2. License Fee. In exchange for the use of the Site, Licensee shall pay Licensor a licensing fee in the amount of \$0.00.

3. Performance Bond. Licensee shall provide at the execution of this Agreement, a Performance Bond substantially in the form of Exhibit "C," attached hereto and incorporated herein as a part of this Agreement from a surety acceptable to the City of Las Vegas City Attorney in the penal amount of \$25,000 to guarantee performance of all of Licensee's obligations, duties and covenants under this Agreement. The performance bond shall remain in place until a final walk-through of the Site has been completed by Licensor.

4. Conditions Precedent to Entry onto Site. Licensee covenants and agrees to perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition to Licensee's use of the Site pursuant to this License Agreement. Licensee shall not enter the Site to begin preparing the Site for the Event, and shall not move any equipment or any other item onto the Site unless and until Licensor, in writing, authorizes Licensee to do so and Licensor confirms that Licensee has fulfilled all of the conditions precedent to such entry. The conditions precedent to Licensee entering the Site are set forth in Exhibit "D" attached hereto and incorporated herein. In the event Licensee enters the Site prior to fulfilling all of such conditions precedent and the actual receipt of such written authorization, such entry shall be considered by the parties to be trespassing committed by Licensee, as well as a default which shall automatically terminate this Agreement.

5. Default. The Licensee covenants that if any default is made in the covenants or agreements herein contained, this Agreement licensing use of the Site shall, at the option of the Licensor, cease and terminate, and the relation of the parties shall be the same in all respects as if the License term had fully expired. In such event Licensor may reenter and take possession of the Site and hold the same as of its former state therein, remove all persons, and resort to any legal proceedings to obtain such possession.

6. Insurance.

(a) Licensee agrees to obtain and furnish to the Licensor prior to entry onto the Site and/or Premises, but no later than April 24, 2010, whichever is the first to occur, a certificate showing that there is in effect a comprehensive General Liability Policy, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. This coverage should include products and completed operations, include coverage for liquor sales, if applicable, broad form property damage coverage and broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Furthermore an excess or umbrella policy must be obtained that will provide coverage of up to Three Million Dollars (\$3,000,000). The limits of liability insurance are to be written on a per event basis.

The Licensor, its officers, employees and agents (including the City of Las Vegas Deputy City Marshals) shall be named as additional insured parties and such notation shall appear on the certificate of insurance furnished by the Licensee's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Licensor. The Licensor requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate shall indicate that the insurance company or the Licensee cannot cancel the insurance without at least 30 days prior written notice to the Licensor. Any language to the effect that the insurance company or surety company will "endeavor to inform" the Licensor of cancellation or material change in coverage must be stricken from the certificate of insurance.

(b) The Licensee shall obtain workers compensation insurance, covering its employees, and provide proof of the same to Licensor, for all sub-contractors and their employees, and Licensee shall require any sub-licensee or other permittee obtain workers compensation insurance for their employees per NRS 616A-616D.

(c) The Licensee shall obtain automobile insurance in the amount of One Million Dollars (\$1,000,000) combined single limit and shall have all vehicles that will be on Licensor's premises, whether owned or hired, covered on that policy.

(d) The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Licensee. The insurance required herein shall provide coverage for the full period of the Licensee's use and possession of the Site and the Premises.

(e) The Licensee shall have the Licensor endorsed on the primary liability policies and the excess/umbrella as an additional named insured.

(f) The Comprehensive General Liability Policy, Automobile Policy and Workers' Compensation shall have a waiver of subrogation endorsement relieving the Licensor from any and all liability to Licensee as a result any direct or imputed act by the Licensor.

(g) The Licensee shall be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Licensee and its sub-licensees (collectively the "Event Entities"), and their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Licensee will not do, or permit to be done, anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site.

(h) All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed \$10,000 without the prior written approval of the Licensor.

7. Indemnity. The Licensee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Site) occurring in or

upon any portion of the Site or Premises, which are caused by the acts or omissions of the Event Entities. In addition to the obligations set forth in Section 4, the Licensee shall defend, indemnify and hold the Licensor, its officers, employees and agents (including the City of Las Vegas Deputy City Marshals) (collectively the "Indemnitees") harmless 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 the use or occupancy of the Site or Premises by the Event Entities from any breach by Licensee of any of the conditions or obligations of this Agreement or from any act or omission of the Event Entities.

As a part of such indemnification, the Licensee specifically will indemnify and hold the Indemnitees harmless for any actions taken by the Event Entities, related to the removal of individuals or groups from the Site or Premises. The Indemnitees shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by the Event Entities, when the claims for damages or injuries are incident to, arise from or are in any way connected with the Event Entities' use or occupancy of the Site or Premises, or for any act or omission of the Event Entities. This Agreement shall not provide any right for any person, firm, corporation, or association that is not a party to this Agreement. Nothing set forth in this Agreement shall affect or limit the statutory protections and limits of liability for the Indemnitees set forth in NRS 41.035.

8. Inspection of Site and Premises. Licensee and Licensor shall jointly inspect the Site and Premises prior to installation of any temporary improvements to determine and document its current condition, the location of well heads that need to be protected, if any, and the condition of the Site and Premises in all respects, together with any hazards that need to be avoided for the uses contemplated by Licensee. Licensee accepts the Site and Premises in their "as is" condition. Licensee and Licensor shall jointly inspect the Site and the Premises during move-out to determine whether any changes have occurred in the condition of the Site and the Premises which are directly attributable to Licensee's occupancy and use thereof, and to document any cleanup or other restoration of the Site and Premises that may be required of Licensee. The restoration of the Site and Premises after the Event must include reinstallation and/or the relocation of fencing and the dust mitigation material as may be required by Clark County Air Quality and Environmental Management.

9. Improvements to Site and Premises. No site work or temporary improvements shall be performed without prior consent of Licensor.

10. Care of Site and Premises. Licensee, at its own expense, shall keep the Site and Premises at all times in a safe, sanitary and sightly condition so as to prevent blowing of debris, and shall return the Site to Licensor upon the expiration or termination of this Agreement in a clean condition, with all trash and debris, removed therefrom (and adjacent properties if any such debris has been blown or deposited thereon from the Site). Licensee agrees and covenants to return the Site to Licensor without any liens or claims recorded against the Site. In the event the Licensee fails to perform the requirements of this Section, the Licensor may do all things necessary to restore the Site to the condition required herein, charging the actual cost thereof to Licensee. Such costs may be recovered from the Surety under the Performance Bond required

under Section 3. The Licensor may, in conjunction with routine maintenance duties, provide daily cleaning support in the form of trash pickup and street sweeping activities at the event site and surrounding areas. The level of this support is at the sole discretion of the Licensor.

11. Expiration of Occupancy. At the expiration of the License Term hereinabove set forth, the Licensee shall quit and vacate the Site in as good condition and repair as before the Licensee's use thereof, and shall have performed prior to such vacation the permanent dust treatment required under Section 8 to the satisfaction of the Licensor. In the event the Licensee holds over and fails to surrender possession of the Site at the time herein agreed, then and in that event, the Licensee agrees to pay Licensor for the hold-over period the amount of \$1,000 per day or any part of a day, and the same does not preclude Licensor from collecting other damages in the event damages do occur as a result of such hold-over. If Licensee vacates the Site prior to the expiration of the contracted time of occupancy, Licensor will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

12. Property Left on Site. The Licensee shall remove from the Site and Premises on or before the termination of occupancy herein, all temporary structures, and all personal property, goods, and effects belonging to the Event Entities, or otherwise brought upon the Site and Premises during the term of the License. If any such personal property is not removed at the above stated time, Licensor shall have the right to dispose of any such property, for which the Licensee agrees to pay a reasonable fee and all expenses incurred by the Licensor. Licensor shall be held harmless from any claim of lost property or property left on Site.

13. Lost Articles. The Licensee shall provide a means for, and shall have the sole right and responsibility to collect and have custody of articles left on the Site or parking areas by persons attending any performance, exhibition or entertainment event given or held on the Site. Lost articles will be returned upon proper identification of article and owner according to policies established by the Licensee. The Licensee will have the right, after a reasonable period of time, to dispose of lost articles.

14. Compliance with Laws. The Licensee shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department. Licensee will not suffer or permit any activity on the Site in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. The Licensee shall be responsible to provide readily achievable access to the Event and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Licensee to submit to the Licensor in writing, a list of independent vendors and service companies (e.g. installation and dismantle companies, florists, modeling agencies, concessionaires, and all exhibitor appointed contractors and vendors that are providing a service to exhibitors.) The Licensee shall be responsible for these companies to be properly licensed and insured prior to entering the Site. The Licensee shall secure compliance with all state, local, and federal laws and/or regulations from all Event Entities participating in any way in the Event or related services. Licensee shall ensure that the Event Entities comply with all laws, rules and regulations related to booth installation and dismantling, business licensing, and health

regulations. Licensee shall obtain from the Event Entities a commercial general insurance policy in the amount of, at least, One Million Dollars (\$1,000,000).

15. Hazardous Materials. Subject to prior approval by Licensor, Licensee is responsible for the proper care, handling, security, removal, and disposal of all Hazardous Materials brought upon the Site by the Event Entities in the manner required by the Environmental Protection Agency, its rules, regulations or other applicable standards in effect at the time of occupancy. Upon request by the Licensor, the Licensee 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 Site will be paid by the Licensee.

16. Licenses. Licensee shall obtain, and cause the Event Entities to obtain, the permits or licenses required by laws, ordinances, rules and regulations mentioned herein, and shall not allow anything on the Site and Premises during the License Term in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Licensee is called to any such violation on the part of the Licensee or of any person employed by or admitted to the Site by the Licensee, the Licensee will immediately desist from and correct, or cause to be corrected, such violation.

17. Child Care. Licensee shall not allow any type of childcare facility to be operated on the Site.

18. Security/Parking. Licensee is responsible to provide adequate parking areas to accommodate attendance at the Event. Licensee shall be responsible for complete security in all areas licensed or otherwise rented or provided, including exhibit areas, grand stands, arena, live-stock animal pens, back of House, parking areas, walkways, loading dock areas, and emergency exits, from the time of initial possession until completion of move-out. Such services will be at the expense of the Licensee. All security arrangements are subject to prior approval by the Licensor and the City of Las Vegas Deputy City Marshals Unit. Licensee shall provide an approved security placement plan for stationary or roving posts to the Licensor and the City of Las Vegas Deputy City Marshals Unit prior to entry onto the Site and/or Premises, but no later than April 15, 2010.

19. Meter Suspension. Licensee shall be responsible for all costs to the city to remove meter heads and poles; and/or bag and place parking meters in an *out of service status*, as required by event activities.

20. Concessions. Subject to City of Las Vegas licensing requirements, Licensee shall have the sole and exclusive right to offer for sale on the Site beverages of any type, food, souvenirs, or other merchandise of any legal type, or Licensee may license such concession rights to any party or parties designated by Licensee subject to the requirements of paragraph 14. The Licensor reserves the right to deny this right to any particular person or entity in its sole discretion. Licensee shall provide a list of the proposed concessionaires to the Licensor at least twenty (20) days prior to the Event.

21. Access to Premises. The Licensor reserves for its authorized representatives and for officers of the City of Las Vegas Deputy City Marshals Unit, free access and right to enter any portion of the Site.

22. Objectionable Persons. The Licensor reserves the right to eject any objectionable person or persons from the Site or Premises or any part thereof, if in the sole determination of the Licensor, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the Licensor and the City of Las Vegas Deputy City Marshals Unit, Licensee specifically waives any right to any claim for damages against the aforementioned parties for such actions. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action in regard to any cause to which this Section applies.

23. Force Majeure. If (a) the Site or Premises, or any portion thereof shall be destroyed or damaged by calamity so as to prevent the use of the Site for the purposes and during the periods specified in this Agreement, or (b) if the use of the Site by Licensee 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 Licensor, then this Agreement shall terminate and Licensee hereby waives any claim against the Licensor for damages by reason of such termination. In such event, Licensee shall still perform its Site cleanup and restoration responsibilities to the parties pursuant to this Agreement. The Licensor shall, within a reasonable time, provide notice to Licensee of any event to which this Section applies.

24. Evacuation. It is mutually agreed by the parties that in the event the Site or Premises, 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, actual or threatened, the Licensee, for itself and for the other Event Entities, shall and does hereby release the Licensor, its officers, employees and agents 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 or direction to evacuate. Licensee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation or direction to evacuate, that any and all claims that may be asserted by third persons 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 the result of such evacuation or direction to evacuate shall be subject to the indemnification requirement set forth in Section 7 of this Agreement. Under emergency circumstances, Licensor, or its designee, shall regain complete control of the Site. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action with respect to emergency evacuation.

25. Re-entry Right. Licensee agrees that if the Site or any part of the premises thereof shall become vacant during the License Term, Licensor or its representatives may reenter the same either without being liable therefore to Licensee or the Event Entities.

26. Copyright and Trademark Indemnification. Licensee 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 Agreement unless the Licensee has previously thereto obtained written permission from the copyright or trademark holder or licensor thereof. Licensee acknowledges

that Licensee acts under this Agreement as an independent contractor, charged with the responsibility in Licensee'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 Licensee deems appropriate and that Licensee guarantees 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. Licensee warrants that in the performance of this Agreement, Licensee 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. Any and all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to the violation of copyright and trademark rights, the improper performance, reproduction and use of musical, literary and artistic works, or the improper name of performing individual or group, shall be subject to the indemnification requirements set forth in Section 7 of this Agreement.

27. Royalties and Claims. Licensee 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 Event Entities upon the Site. Licensee agrees to hold harmless the Indemnitees and Licensors against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

28. Assignments. Neither this Agreement, nor any rights of the Licensee granted hereunder, may be assigned by the Licensee without the written consent of the Licensors.

29. Binding Effect of Agreement. All terms and conditions of this 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 Agreement. On behalf of the Licensors, the authorized agent must be the City Manager or her designee.

30. Governing Law/Merger Clause. The parties to this Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. 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 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 Agreement shall be construed to have been drafted by all parties hereto.

31. Disputes. In the event of a dispute arising under this Agreement, the parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes that cannot be informally resolved shall be litigated rather than submitted to arbitration. The Agreement shall be governed by the laws of the State of Nevada, and venue for any litigation shall be in the Eighth Judicial District Court for Clark County.

32. Sub-licensing of Site. The Licensee may sub-license portions of the Site to other vendors and entities related to the Event. The Licensee may not sub-license any part of or the entire Site to another overall producer or promoter without the express written permission from the Licensor.

33. Legal notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, traceable courier, facsimile with confirmation of transmission, or U.S. mail via certified mail-return receipt requested at the following addresses:

If to the LICENSOR: Bill Arent, Director
City of Las Vegas,
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: 702-385-3128

If to the LICENSEE: Las Vegas, Nevada, B.P.O. Elks Number 1468
4100 West Charleston Boulevard
Las Vegas, NV 89102
Fax: 702-258-8042

The Licensee shall notify the Licensor in writing of any change in the Licensee information stated above.

An original signed copy, via U.S. Mail, shall follow facsimile transmission and/or electronic mail, of required notices.

34. Termination. In addition to the default provision in Section 5:

(a) The Licensor may, by written notice of default, terminate this Agreement, in whole or in part, for any material breach in the performance of the obligations of the Licensee.

(b) If the Licensor terminates the Agreement for default and is thereby faced with the necessity of acquiring, from another provider, services to replace those terminated, the Licensor may through the payment bond or through litigation or both, seek reimbursement for the reasonable cost of alternatively securing those services. Licensor liability for the termination shall be regarded as prima facie evidence of liability for the replacement costs to the City.

35. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of the Licensor to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the Licensor to thereafter enforce

each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be regarded as a waiver of any other or subsequent breach of this Agreement.

36. Agreement Section Headings: The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.

37. Integration: This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

38. Disclosure of Principals: Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "E" hereto, all principals, including partners, of Licensee, as well as all persons and entities holding more than a 1% interest in Licensee, or any principal of Licensee. If Licensee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to Exhibit "E," the requirement of this Section shall be satisfied.

39. Conditions Precedent to Effectiveness of Agreement: This Agreement shall not be or become effective until the following conditions have been satisfied:

- (a) The City Council approves the execution of this Agreement;
- (b) An authorized representative of the City has signed this Agreement;
- (c) Licensee has signed this Agreement; and
- (d) Licensee has obtained approval of the Event by the Pro Rodeo Cowboys Association that is consistent with the terms and conditions of this Agreement.
- (e) Licensee has met all conditions per Exhibit "D" of the Agreement.

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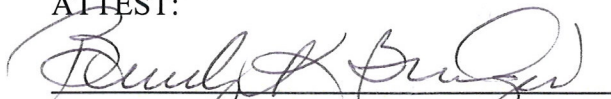
WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS



Oscar B. Goodman, Mayor

ATTEST:



Beverly K. Bridges, MMC, City Clerk

Approved as to form:

 2-23-11

Deputy City Attorney Date

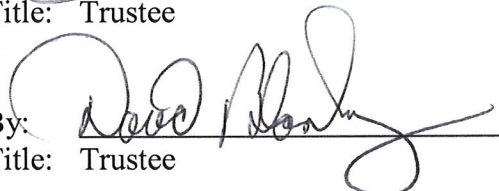
LAS VEGAS NEVADA,
B.P.O. ELKS NUMBER 1468

By: 

Title: Trustee

By: 

Title: Trustee

By: 

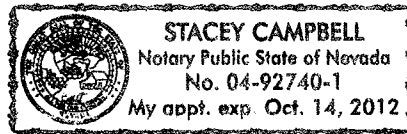
Title: Trustee

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 3rd day of MARCH, 2011, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B.
GOODMAN, who acknowledged that he executed the above instrument.

Stacey L Campbell
NOTARY PUBLIC, in and for said
County and State



ACKNOWLEDGMENTS

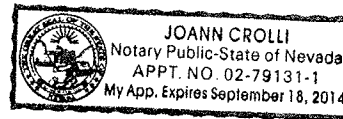
STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

On this 24 day of February, 2011, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada,
Edward F. Lanigar, who acknowledged that he/she executed the above instrument.

Joann Crolli
NOTARY PUBLIC, in and for said
County and State



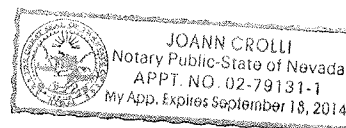
STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

On this 24 day of February, 2011, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada,
Lee Butts, who acknowledged that he/she executed the above instrument.

Joann Crolli
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

On this 24 day of February, 2011, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada,
David Blankenberg, who acknowledged that he/she executed the above instrument.

Joann Crolli
NOTARY PUBLIC, in and for said
County and State

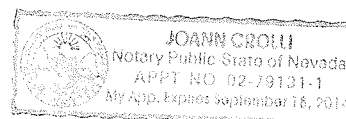
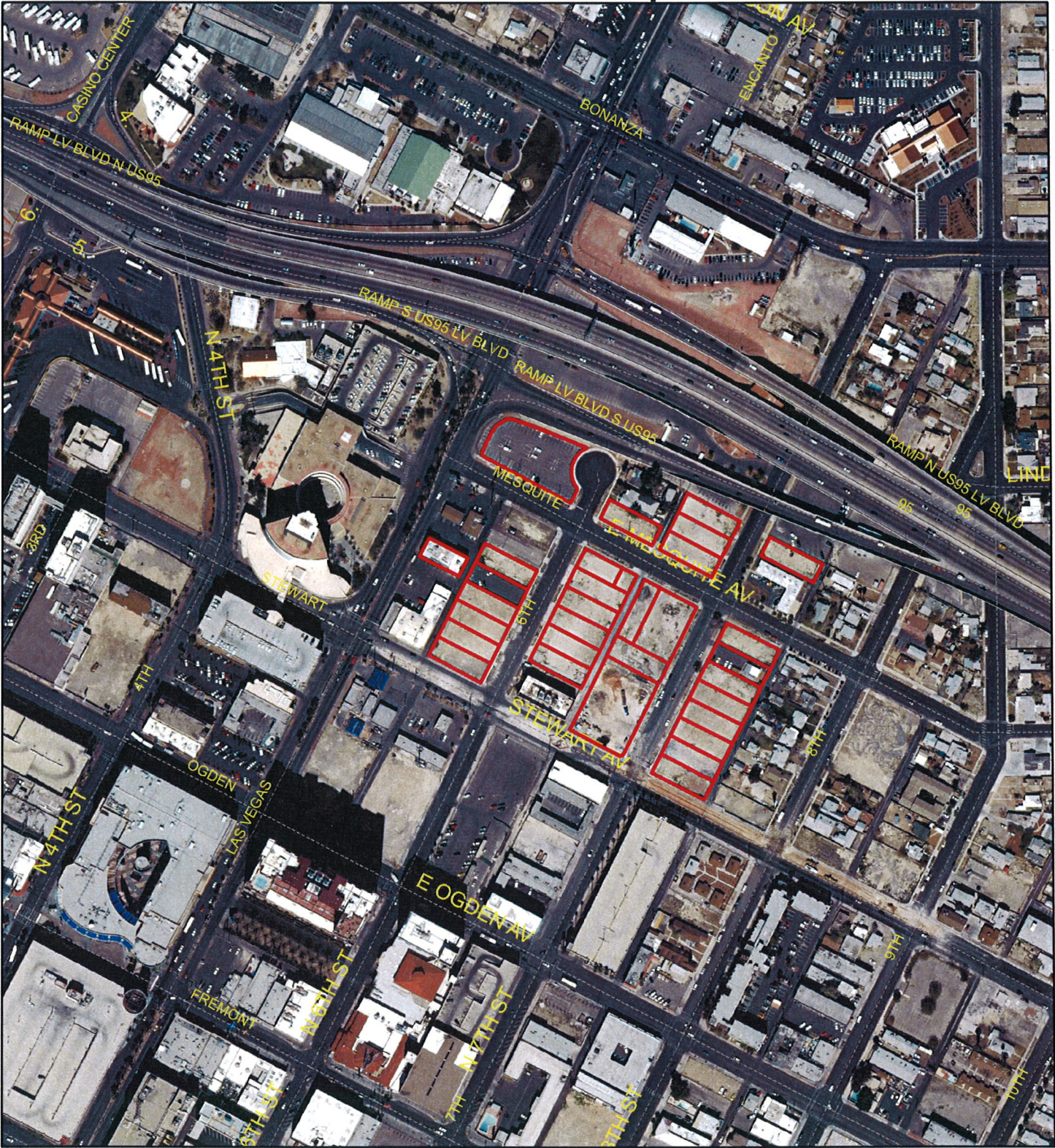


EXHIBIT "A" - Site Map



Legend
□ Rodeo Site

0 165 330 660 Feet

12/15/09



EXHIBIT "B" SITE PLAN

LAS VEGAS BLVD.

CHURCH TOWNS
&
KIDNEY TOWNS

MESEITE

THURSDAY PROPERTY

WALKWAY TO THE GYM

1750

THURSDAY PROPERTY

THURSDAY PROPERTY

CHURCH TOWNS

THURSDAY PROPERTY

CHURCH

CHURCH TOWNS

THURSDAY PROPERTY

THURSDAY PROPERTY

THURSDAY PROPERTY

THURSDAY PROPERTY

WALKWAY TO THE GYM

THURSDAY PROPERTY

THURSDAY PROPERTY

STEWART

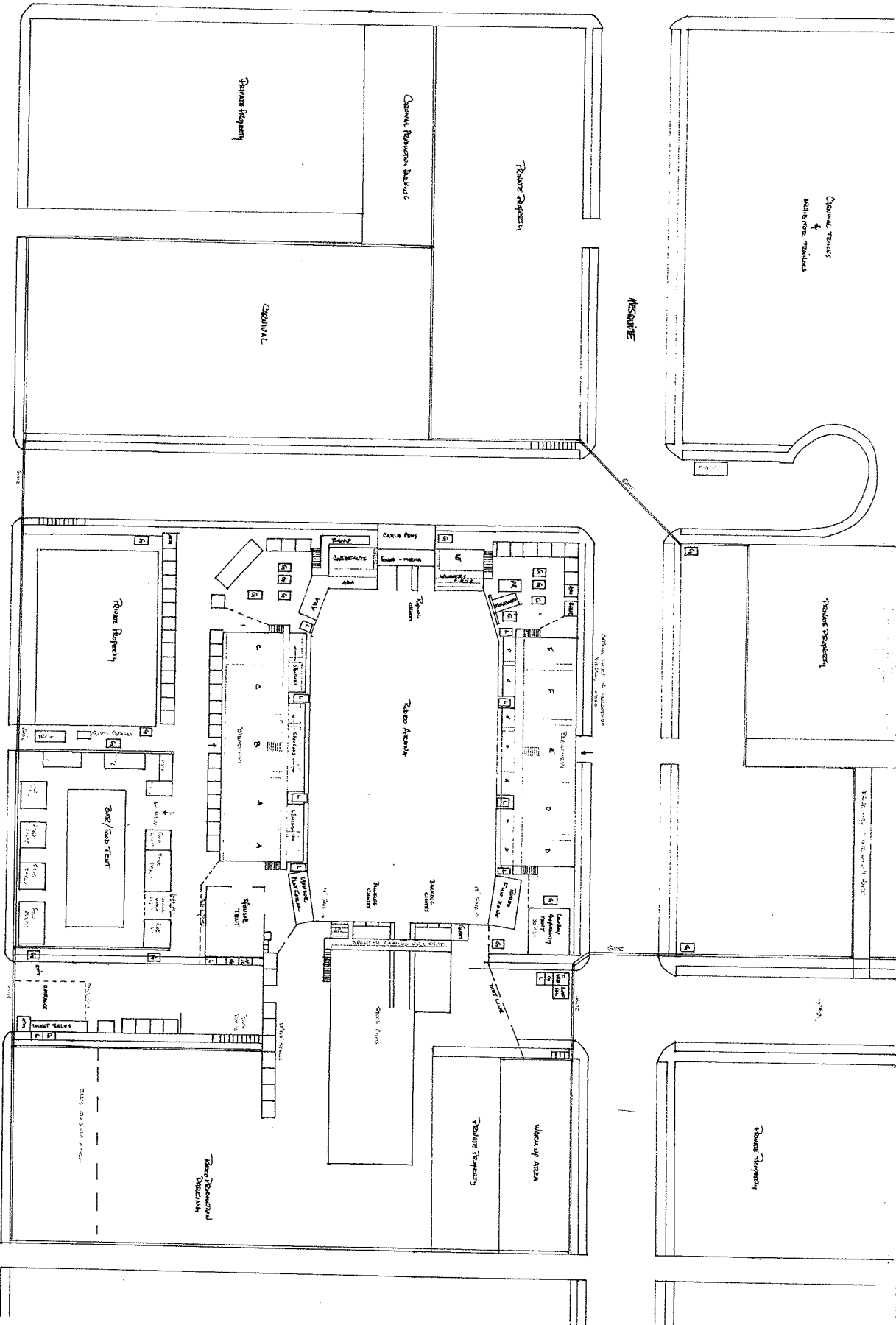


EXHIBIT "C"
Form of Performance Bond

BOND NUMBER _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS, the Company named below and the City of Las Vegas, Nevada (the "City") have entered into the Special Event Licensing Agreement dated _____ (the "Agreement"), which licenses the use and possession of certain real property owned by the City for the public event commonly known and referred to as "Heldorado Days PRCA Rodeo" to be held on the days set forth therein, and

WHEREAS, the Company is required to perform certain obligations (including defending and indemnifying the City against any and all claims which result from the use and possession of the licensed property by the Company (collectively herein the "Obligations"), all of which are more fully set forth in the Agreement, and

WHEREAS, the Company is required to furnish a bond securing the faithful performance of the Obligations set forth in the Agreement.

KNOW ALL MEN BY THESE PRESENTS, that we, the Company and Surety named below, for ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, are firmly held and bound unto the City in the penal sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000), the payment of which sum will firmly and truly be made pursuant to this Bond. The total amount of the Surety's liability under this Bond shall in no event exceed the penal sum hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Company shall well and truly perform all of the Obligations within the time and in the manner specified in the Agreement, then this Bond shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if notified and requested to do so by the City, to perform and fully complete that obligation which the Company has failed or neglected for any reason to perform as required by the Agreement. The Surety further agrees to complete the performance of the obligation which the Company has failed or neglected to perform within twenty (20) days after written notice thereof from the City, or to commence such performance within the aforementioned period of time and to fully complete the same with due diligence.

This Bond shall ensure the performance of the Obligation set forth in the Agreement and any subsequent amendments thereto which may be executed by the Company and the City. No change, alteration or other modifications (including extension of time) of the Agreement shall release or exonerate the Surety of this Bond. This Bond is made and executed contemporaneously with the Agreement above mentioned, and in consideration for the terms, conditions, and covenants therein made and entered into on the part of the City.

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 20_____.

SURETY: _____

(SEAL AND NOTORIAL ACKNOWLEDGMENT OF SURETY)

(State of Nevada License Number)

COMPANY: Las Vegas Nevada B.P.O. Elks Number
1468, a Nevada Non-profit Corporation

(Appointed Agent Name)

By: _____
(Appointed Agent Signature to be notarized)

By: _____
(Authorized Representative and Title)

Address: _____

Telephone: _____

EXHIBIT "D"

CONDITIONS PRECEDENT TO LICENSEES POSSESSION OF THE SITE

A. **Temporary Sign Permit.** Licensee shall obtain a Temporary Sign Permit from the City of Las Vegas Planning Department prior to occupying the Site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

B. **Fence Permit.** If Licensee desires to install a fence on the Site, then Licensee shall obtain a Fence Permit from the City of Las Vegas Building and Safety Department prior to occupying the Site; however this does not apply to any work completed by the Licenser as detailed in Section 9. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

C. **Temporary Commercial Permit.** Licensee shall obtain a Temporary Commercial Permit from the City of Las Vegas Planning Department prior to occupying the Site. The Temporary Commercial Permit application shall adequately address parking, dust suppression/air quality, and a traffic control plan for the site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

D. **Environmental and Air Quality Permit.** Licensee shall obtain a Dust Control Permit, and any and all necessary environmental permits, from the Clark County Department of Air Quality Management. Licensee shall be solely responsible for all fees associated with processing the application. (It is anticipated that the Licensee may be required to use a dust suppressant material on the Site in order to suppress or to mitigate PM-10, dust, or other airborne contaminants.) Licensee shall install a permanent dust suppressant, acceptable to the City, on the Site upon completion of the event. A Stormwater Pollution Protection Plan Permit must be submitted through the State of Nevada Department of Environmental Protection.

E. **Right-of-way Permits.** Licensee shall obtain any and all Public Right-of-Way Event permits by the City of Las Vegas Public Works Department. Permits and accompanying traffic control/barricade plan(s); a Parking Plan depicting visually parking spaces to be provided on the Site; a Traffic Control Plan showing means of ingress and egress; means of group transit (buses) to and from the Site; and limitations on public access to the public Right-of-way. Licensee shall exercise due diligence in ensuring minimal impact to the public Right-of-way. Licensee shall be solely responsible for all fees associated with processing the application. Licensee will be responsible for all costs associated with the traffic control/barricade plan including the cost of required City of Las Vegas Deputy City Marshals Unit to handle the traffic control and other related matters associated with this event. The City shall not withhold unreasonably the approval of said application(s).

F. **Clearing and Grubbing Permit.** Licensee shall obtain approvals from the City of Las Vegas Land Development Division, Public Works Department, and from the Building and Safety Department, and a Clearing and Grubbing permit for allowance to remove rocks, tumbleweed, and debris in order to facilitate the event on the Site, however this does not apply to any work completed by the Licensor as detailed in Section 9. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

G. **Building Permit Requirements.** Licensee shall obtain a building permit for each structure temporarily erected on the site for the Event (Note: Temporary membrane structures [tents] are under the jurisdiction of Fire Services.) Required building permits shall include, but not be limited to: bleachers, stages, daises, and platforms. Building and Safety will require a master exiting plan, occupancy loads on each entrance/exit, a site plan depicting accessible means of ingress and egress, location and number of handicapped parking spaces, and number of temporary male and female lavatories. Licensee shall be solely responsible for all fees associated with processing the application. The permit and plan review fees will be based upon the construction cost (valuation) of the scope of the permit, as provided by the Licensee. All plans shall be prepared and stamped by a Nevada licensed architect or engineer. The City shall not unreasonably withhold the approval of said application.

H. **Business Licenses.** Licensee shall obtain a Special Event Liquor License and a Temporary Business License from the Business Services Division, Department of Finance and Business Services. Licensee shall be required to obtain a Temporary Business License for any and all concessions on the Site. Licensee shall also submit related licenses required for any and all activities to occur on the Site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

I. **Liability insurance.** Licensee shall submit Certificate of Insurance, naming the City, and the City of Las Vegas Deputy City Marshals Unit, as additional insured, in the amount of three million dollars (\$3,000,000) as required by this Agreement. Licensee shall be solely responsible for all fees associated with obtaining the Certificate of Insurance. The City shall not withhold unreasonably the approval of said application.

EXHIBIT "E"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
	Las Vegas Elks Lodge #1468
	<i>Name</i>
	Address 4100 W. Charleston Blvd Las Vegas, NV
	Telephone 702-870-1221
	EIN or DUNS 88-0024533

Block 2	Description
	Special Event Licensing Agreement Helldorado Days Rodeo

Block 3	Type of Business
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation
☐ Trust	☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	LEE BUTTS	1433 S. MAIN W.	384-9000
2.	ED LANIGAR	1140 N. TOWNCENTER DR #200	612-0154
3.	DAVE BLANKENBURY	4855-D W. HARMON AVE	806-8150
4.			
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

Date

Subscribed and sworn to before me this 18th day of

January, 2011

Joann Crolli
Notary Public

