EXHIBIT "C"

CONSENT TO ASSIGNMENT

Clark County (the “County”) hereby consents to the Assignment between MEMORABILIA WORLD, LLC, a Nevada limited liability company, hereinafter “Assignor,” and NVCZ ENTERPRISES llc, a Nevada limited liability company, hereinafter “Assignee,” under the terms stated in the Assignment and Assumption of Agreement.

This Consent shall not be deemed a waiver of any default. This Consent shall not be deemed a consent to any future or subsequent assignment, sublease, mortgage, pledge or encumbrance of the Concession Agreement between the County and Assignor dated May 3, 2005 (the “Concession”).

This Consent to Assignment will not release Assignor of the “Company’s” obligations or alter the primary liability of Assignor to pay the rent and to perform all other obligations to be performed by Company under the Concession.

Dated this _______ Day of __________________, 2008.

COUNTY OF CLARK, LESSOR

BY: __________________________
RANDALL H. WALKER
Director of Aviation

APPROVED AS TO FORM:
DAVID ROGER, DISTRICT ATTORNEY

BY: __________________________
Deputy
EXHIBIT "B"

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENT (the "Assignment") is hereby entered into this day of December, 2007, between Memorabilia World, LLC, a Nevada limited liability company, hereinafter "Assignor," and NVCZ Enterprises, LLC, a Nevada limited liability company, hereinafter "Assignee," pursuant to that certain AGREEMENT FOR THE PURCHASE AND SALE OF CONCESSION RIGHTS AND DUTIES dated as of December, 2007, between Assignor as Seller and Assignee as Purchaser, collectively, the "Purchase Agreement."

January 2008

In consideration for the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the CONCESSION AGREEMENT with Clark County, Nevada (the "County") dated May 3, 2005, attached to the Agreement and set forth above as Exhibit "A" and incorporated herein by reference made a part hereof, hereinafter the "Concession."

2. Assignee hereby assumes all duties and obligations and agrees to be bound by the terms and conditions of the Concession.

3. Assignee hereby understands that the original terms and conditions, including the Term identified in Section No. 1.2 of the Concession and its associated expiration date that is in effect as of the date of this Assignment shall remain unchanged. Any additional term may be granted at the sole discretion of the County or its Designated Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Concession Agreement as of the date first above written.

ASSIGNOR: Memorabilia World, LLC
a Nevada limited liability company

BY: [Signature]
"ASSIGNOR"

PRINT: [Print Name]

TITLE: [Title]

DATE: 1-4-07

ASSIGNEE: NVCZ Enterprises, LLC
a Nevada limited liability company

BY: [Signature]
"ASSIGNEE"

PRINT: [Print Name]

TITLE: [Title]

DATE: Jan 4, 2008
AGREEMENT FOR THE PURCHASE AND SALE OF CONCESSION RIGHTS AND DUTIES

THIS AGREEMENT for the purchase and sale of concession rights and duties (the "Agreement") is made and entered into this 4th day of January, 2008, by and between Memorabilia World, LLC, a Nevada limited liability company (the "Seller"), and NVCZ Enterprises, LLC, a Nevada limited liability company (the "Purchaser").

RECITALS:

A. On or about the 3rd day of May, 2005, Seller entered into a Concession Agreement with Clark County, Nevada (the "County"), a copy of which is attached as Exhibit "A" (the "Concession"); and

B. Seller desires to sell and assign and Purchaser desires to purchase and assume Seller’s rights and duties pursuant to the Concession, which shall be done by the Assignment and Assumption of Agreement (the "Assignment"), a copy of which is attached as Exhibit "B", to be dated effective upon execution by County of the Consent to Assignment (the "Consent") a copy of which is attached as Exhibit "C".

NOW, THEREFORE, in consideration of the Recitals above, and the mutual covenants and conditions set forth below, the parties agree as follows.

1. PURCHASE PRICE AND DEPOSIT. The purchase price shall be Ninety Thousand Dollars and Zero Cents ($90,000.00). Purchaser has tendered an earnest money deposit (the "Deposit") with Seller, receipt of which Seller hereby acknowledges, in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00). The Deposit is non-refundable and shall not be returned to Purchaser except and unless, as a result of the failure by the Seller to perform as provided in this Agreement, the County has made a final determination that it will not execute the Consent, or the Consent has not been obtained prior to the Closing Date. Upon Closing (defined in Section 3, below) Purchaser shall tender to Seller in cash, certified funds or by wire transfer, the balance of the purchase price, plus any fees or charges required to be paid in order to obtain the County’s Consent.

2. CONSENT TO ASSIGNMENT. Purchaser and Seller shall take all steps as reasonably necessary in order to obtain the Consent from the County, and shall reasonably cooperate, by signing documentation, providing documentation and information as requested by each other and by the County, attending meetings requested by Seller or Purchaser and/or with the County and any of its representatives, and doing all other things as may be reasonably required in order to obtain the Consent from the County.

INITIALS: Purchaser: [Signature] Seller: [Signature]
3. ASSIGNMENT AND ASSUMPTION. Upon execution of the Consent by the County and full payment by Purchaser of the purchase price, plus any fees or charges required by the County, Seller shall execute the Assignment whereby Seller shall assign, transfer and convey to Purchaser and Purchaser shall assume all Seller’s right, title and interest, as well as all Seller’s duties and obligations pursuant to the Concession.

4. TIMING AND CLOSING. Time is of the essence in the performance of all particulars of this Agreement. Closing shall occur within twenty-four (24) hours of execution of the Consent by the County, whereupon Seller shall execute the Assignment, Purchaser shall deliver to Seller the balance of the purchase price plus any fees or charges to the County, and Seller shall then deliver the executed Assignment and possession of the Concession premises to Purchaser (the “Closing”). Should Consent from the County not be obtained on or prior to [date], 2008 (the “Outside Consent Date”) or should a final determination be made by the County sooner than the Outside Consent Date that it will not execute the Consent, then this Agreement shall become null and void and of no further effect. If such failure to obtain Consent from the County on or prior to the Outside Consent Date shall have occurred as a result of the failure by the Seller to perform as provided in this Agreement, then Seller shall immediately return the Deposit to the Purchaser.

5. NO CONCESSION DEFAULT OR MODIFICATION. Seller covenants, represents and warrants, and Purchaser acknowledges that as of the date of this Agreement and through the Closing; the Concession will remain in full force and effect, unmodified, and with no defaults by Seller; and, any defaults by the County and known to the Seller to exist as of the Closing shall be disclosed by Seller to Purchaser; and, as of the Closing, all provisions, terms and conditions of the Concession shall remain in full force and effect, unedited and without modification.

6. “AS-IS” PURCHASE. Purchaser shall accept the Assignment and Possession of the Concession premises from the Seller “AS-IS” “WHERE-IS” and without representation or warranty from the Seller concerning the physical condition of the Concession premises, status of title, income potential related to the Concession or concerning anything whatsoever related to the Concession or Concession premises. Purchaser has independently conducted, and shall further conduct, its own investigations and due diligence, and is not relying, and shall not rely, upon any representations, warranties or covenants by Seller or anyone on behalf of Seller related to this Agreement, the Concession and/or the Concession premises except as specifically set forth in this Agreement.

INITIALS: Purchaser: [signature] Seller: [signature]
7. **NO BROKER.** Buyer and Seller each hereby represents, warrants and covenants that there is and shall be no real estate, business or other type of broker or agent, nor shall there be any type of commission or finder’s fee in connection with this Agreement. Should any such broker or agent claim any type of commission or fee as a result of alleged or actual dealings with either party, then the party through whom such claim is made shall indemnify, defend and hold the other harmless from and against any related attorney fees, costs, damages, liability, award and/or judgment. Each party, however, shall retain its own legal and tax adviser to address any and all legal and tax matters related to this Agreement, prior to executing this Agreement and prior to Closing.

8. **INDEMNIFICATION.** Purchaser and Seller acknowledge that notwithstanding this Agreement, the Assignment and Consent, the County is not releasing Seller of its obligations, nor shall anything alter the primary liability of the Seller to the County to pay the rent and perform all other obligations to be performed by Seller under the Concessions. Purchaser hereby represents, warrants and covenants that effective upon and as of the Closing, Purchaser shall diligently and in good faith assume and perform each and every one of the particulars and obligations of the “Company” as set forth in the Concession, and shall indemnify, defend and hold the other harmless from and against any related attorney fees, costs, damages, liability, award and/or judgment arising as a result of Purchaser’s breach and failure to diligently and in good faith assume and perform as provided in this Agreement and the Concession.

9. **BINDING EFFECT.** To the extent permissible pursuant to applicable law and the Concession, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

10. **INTEGRATION.** This Agreement and the attached Assignment shall constitute the sole and entire integrated agreement, written, oral or otherwise, between Purchaser and Seller and shall incorporate and supersede all previous agreements, negotiations and discussions between them, whether in writing, orally or otherwise, at any time.

INITIALS: Purchaser: ___________ Seller: ___________
11. GOVERNING LAW. All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach), shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. In the event that litigation results from or arises out of this Agreement, the prevailing party shall be awarded reasonable attorney’s fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, each party, having read and fully understanding the entirety of this Agreement, the Concession, Assignment and Consent, and being competent and under no duress hereby signs this Agreement as of the date and year first above written.

SELLER: Memorabilia World, LLC, a Nevada limited liability company
BY: ________________________________
“SELLER”
PRINT: ________________________________
TITLE: ________________________________
DATE: ___________ 4-09

PURCHASER: NVCZ Enterprises, LLC, a Nevada limited liability company
BY: ________________________________
“PURCHASER”
PRINT: ________________________________
TITLE: ________________________________
DATE: ________________________________
EXHIBIT “A”

CONCESSION AGREEMENT
CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, (hereinafter referred to as "Agreement") entered into this 3rd day of May, 2005, by and between CLARK COUNTY, NEVADA ("County") and MEMORABILIA WORLD, LLC, a Limited Liability Company authorized to operate in the State of Nevada ("Company");

WITNESSETH;

WHEREAS, County owns and operates McCarran International Airport ("Airport");
WHEREAS, County has constructed a new wing at Airport D-Gates, and
WHEREAS, Company desires to operate a specialty retail concession; and
WHEREAS, Company has responded to RFP 81-04, Specialty Retail Concession, D-Gate Expansion, and
WHEREAS, it is the desire of County and Company that this Agreement be entered pursuant to N.R.S. 496.090;

NOW, THEREFORE, County and Company, for and in consideration of the covenants and conditions and agreements provided hereinafter, do agree as follows:
ARTICLE I

1.1 DEFINITIONS

1.1.1 The term "Airport", whenever used herein, means McCarran International Airport and all property and improvements contained within its boundaries at the date of this Agreement or at any other future date during the term of this Agreement.

1.1.2 The term "County", whenever used herein, means Clark County, Nevada, as represented by the Clark County Board of Commissioners, and where this Agreement speaks of "Approval by County", such approval means action by the Clark County Board of Commissioners.

1.1.3 The term "County’s Designated Representative (CDR)”, whenever used herein, means the Director of Clark County Department of Aviation or his designee.

1.1.4 The term "Company”, whenever used herein, means Memorabilia World, LLC, entering into this Agreement as the owner and operator of a specialty retail concession at the Airport, as described herein.

1.1.5 The term “Effective Date”, whenever used herein, means the date Company commences business operations, but not later than one hundred eighty (180) days from the date of approval by the Clark County Board of Commissioners, unless extended by the County’s Designated Representative.

1.1.6 The term "Premises”, whenever used herein, means the area defined as Conceptual Exhibit "A", attached hereto and made a part hereof. It is understood and agreed that upon completion of expanded leasehold improvements, an “as-built” drawing will be completed by Airport Engineering and will be made a part hereof by an exchange of correspondence between the parties.

1.1.7 The term "Environmental Laws”, whenever used herein, means any one or all of the following as the same are amended from time to time:

- COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
- RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)
- TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)
- SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)
- CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)
- CLEAN AIR ACT (U.S.C. Section 7401 et seq.)
- SANITATION (Nevada Revised Statutes, Chapter 444)
NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

NEVADA OCCUPATIONAL SAFETY AND HEALTH ACT (Nevada Revised Statute 618)

and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water and land use, including sub-strata land.

1.1.8 The term "Hazardous Material", whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance, or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.) DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto.

All substances, materials, and wastes that are, or that become regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are federal, state, or local.

1.1.9 The term "Release", whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous waste as defined hereinabove.

1.2 TERM

1.2.1 The Effective Date of this Agreement will be the date Company commences business operations and will continue for five (5) years from the Effective Date, but not later than one hundred eighty (180) days from the approval by the Clark County Board of Commissioners, unless extended by the CDR, subject to County's right to
redetermine percentage fees each three (3) year period, as more fully described in Section 1.5 entitled RENTS AND FEES PAYABLE TO COUNTY. The Effective Date will be confirmed by an exchange of correspondence between the parties.

1.3 PREMISES

County will demise and let unto Company concession space described as follows:

1.3.1 Certain permanent Concession space as depicted on Conceptual Exhibit “A”, attached hereto and made a part hereof. Upon completion of contemplated improvements to the area, a final Exhibit “A” will be completed by Airport Engineering and attached as part of this Agreement. The final Exhibit “A” will be forwarded to Company by the CDR with written notice.

1.3.2 Company accepts the Premises in its present condition and acknowledges that it has inspected the same and is fully cognizant of the present conditions, including but not limited to, structural requirements and utilities.

1.3.3 Company will have the right to occupy and operate from the Premises as herein set forth and for other business purposes necessary and incidental thereto but not for any other purpose.

1.3.3.1 Company, on a nonexclusive basis, will offer from the Premises products specifically consisting of items as follows:

Framed and unframed celebrity memorabilia items, including but not limited to sports, film, music, posters, photos, gold records, giclees, shadow boxes, and various Las Vegas collectable. Some merchandise may include a mixture of legendary heroes and current events, including an exclusive line of Las Vegas Legends Memorabilia. Company may sell collectable trinkets and gambling chips and cards, provided that such product does not exceed ten percent (10%) of total merchandise.

1.3.4 The CDR is authorized, in his sole judgment, to approve the sale of additional items. Additional items will not be offered for sale without such prior written approval.

1.3.5 It is understood and agreed by the parties that the right and privilege to sell specific products from the Premises are limited by the terms and conditions of this Agreement. If, in the sole judgment of the CDR, the Company is promoting or offering for sale items not included within the scope of the purpose of this Agreement or items of a quality less than considered top quality in the line of merchandise sold, it will be considered a material breach of this Agreement and written notice will be given by the CDR of such breach. Company will have forty-eight (48) hours to remedy the breach cited in the written notice. If no action is
taken by Company, County will have the right to cancel this Agreement under the terms of Section 2.16 entitled TERMINATION BY COUNTY.

1.4 HOURS OF OPERATION

Company will offer its services to the public between the hours of 6:00 AM and 1:00 AM each day. These hours of operation may be increased at any time, but may only be decreased with prior written approval of CDR.

1.5 RENTS AND FEES PAYABLE TO COUNTY

1.5.1 Commencing upon the effective date of this Agreement, Company will pay rental to County as follows:

1.5.1.1 The greater of fifteen percent (15%) of annual Gross Revenues ("Revenue Percentage") derived from this Concession or a Minimum Annual Guarantee of thirty-five thousand dollars and no cents ($35,000.00), payable in twelve, equal monthly payments of two thousand nine hundred sixteen dollars and sixty six cents ($2,916.66), in advance.

1.5.2 County and Company agree that the term "Gross Revenue", whenever used herein, will mean the following:

1.5.2.1 Gross Revenue will be defined as the total dollar amount derived or received by Company as the total price of merchandise and service as a result of its operation at the Airport, whether for cash or credit and whether collected or uncollected.

Company will have the right to make credit sales, but will solely bear the attendant risk.

Gross Revenue will exclude retail sales taxes, excise taxes, or related direct taxes upon the consumer and collected by Company as such.

1.5.3 Commencing upon the first anniversary of the Effective Date of this Agreement, Company will pay rental to County as follows:

Fifteen percent (15%) of gross revenues or a minimum guarantee to be calculated by the CDR based upon twelve percent (12%) of the previous year’s annual gross revenues, whichever amount is greater. The annual minimum guarantee will be payable monthly, in advance.
1.5.4 Redetermination of Rent

County retains the right to redetermine concession fees no more frequently than three (3) years from the commencement date, and three (3) years from any subsequent determination. County retains the right to reasonably reestablish the percentage of gross revenue paid by Company, subject to written notice to Company at least three (3) months prior to the approval date of such reestablished rent. In the event Company does not agree with such redetermined percentage of Gross Revenue, it will have the right to cancel this Agreement with ninety (90) days prior written notice to County.

1.5.5 Utilities

Company will make payment to County for electrical current used in excess of basic illumination as further described in Section 1.8.5 and 1.9.3. Any amounts due County from Company whether for utility or maintenance or other charges as provided herein, will be paid by Company within fifteen (15) days of the invoice therefore.

1.5.6 Proration of Rentals

In the event such possession, use, and occupancy of the Premises should fall on a date other than the first day of a calendar month, then the rental for said Premises will be prorated to reflect the actual number of days during which Company will have enjoyed the possession, use, and occupancy of said Premises.

1.5.7 Sales Reports

On or before the fifteenth (15th) day of each calendar month, Company shall submit to County a report ("Sales Report") showing all Gross Revenues achieved with respect to the prior month, segregated by each source or general type of article sold or service rendered, and by Gross Revenues achieved from each concession space. Such report must be certified as being true and correct by an officer of the Company and shall otherwise be in form and substance satisfactory to CDR. Company shall submit Sales Report timely.

1.5.8 Other Payments

Company agrees to pay County within fifteen (15) days of receipt of invoice for charges that become due to County under this Section 1.5 entitled RENTS AND FEES PAYABLE TO COUNTY or as provided elsewhere in this Agreement.
1.5.9 Late Payment

In the event any required payment is not made by Company as required and remains unpaid for a period of thirty (30) days or more, County will be entitled to, and Company will pay to County, interest at the rate of twelve percent (12%) per annum on all amounts unpaid and which have remained unpaid thirty (30) days past the due date.

1.6 METHOD OF PAYMENT AND REPORTS

1.6.1 All payments due to be paid by Company to County will be by check, wire transfer, or electronic draft, made payable to "Clark County Department of Aviation", and delivered to the office of the Director of Aviation, McCarran International Airport, P. O. Box 11005, Airport Station, Las Vegas, NV 89111-1005 or to such other place as designated by written notice to Company by County.

1.6.2 The parties agree that said annual rental rate will be established and reestablished based upon a payment scale stated in Sections 1.5.1 and 1.5.2. Said per annum charge will be divided into twelve (12) equal monthly payments, and Company will make said payments on the first calendar business day of each month, in advance, to County.

1.6.3 In the event the commencement date of the fees due hereunder falls on any day other than the first or last day of a month, the fees due for that first month will be paid on a pro rata basis.

1.6.4 The minimum guarantee will be paid to County on the first day of each month, in advance.

1.6.5 Any amounts due County from Company, whether for utility or maintenance or other charges as provided herein, will be paid by Company within fifteen (15) days of the invoice therefore.

1.6.6 Company will remit, with the sales report in accordance with Section 1.5.7, its check for the amount due County as a concession fee, less the minimum guarantee payment, which is required to be submitted on the first day of the month. The statements must be submitted on forms that are approved by the CDR.

1.6.7 Within ninety (90) days after the annual contract date during the term of this Agreement or any extension thereof and within ninety (90) days after the expiration of the term of this Agreement, Company will provide County with complete financial statements for the previous year's business operations of the McCarran Airport operating units, prepared in accordance with generally accepted accounting principles. Such statements are to be prepared by an independent Certified Public Accountant or the Company's chief financial officer, at the sole discretion of CDR, and will include a detailed statement of Gross Revenues, along with the written
opinion of the Certified Public Accountant as to whether these Gross Revenues and monthly payments have been made in accordance with the provisions of this Agreement. Should such statements show that the amount paid during the period of review was less than that which was due, Company will immediately remit the additional amount to County. Should such statement show that Company paid County more than was due, after review and verification by CDR, a credit memo will be issued to be applied against future concession fees, except that if such should be the case at the end of the last month of this Agreement, County will refund the overpayment to Company.

1.7 RECORDS AND AUDIT

1.7.1 Company agrees to keep at a location in the metropolitan area of Las Vegas, Nevada, accurate books, records, and accounts of all revenues received from Company's business authorized under this Agreement. Company further agrees to make all books, records, and accounts available for the inspection of CDR, or such agents, employees, or accountants as he/she may designate.

1.7.1.1 County reserves the right to require company to implement and maintain an effective internal control system which assures the proper recording and reporting of gross revenues and the associated rental fees. Company may be required, at County’s discretion, documentation of its internal control system to CDR for approval prior to commencing operations.

1.7.2 County will, at any time, have the right to cause an audit of the business of Company to be made by a Certified Public Accountant or other auditor of County's selection, and if the financial statements previously made to County by Company will be found to be intentionally understated in any respect or to be understated (either intentionally or unintentionally) by a greater margin of one percent (1%) of Company's Gross Revenue for the period of review, then Company will immediately pay to County the costs of such audit, as well as the additional payments shown to be payable to County by Company. Otherwise, the cost of the audit will be paid by County. If such audit discloses any willful and intentional inaccuracies, this Agreement, at the option of County and as a cumulative remedy, may be thereupon canceled and terminated.

1.8 FACILITIES AND SERVICE TO BE PROVIDED BY COUNTY

In the operation of Company’s activities within the Premises, County will provide the following:

1.8.1 Electricity, telephone, and other electrical-based utilities will be available in a panel proximate to Premises provided by County.

1.8.2 Basic lighting fixtures for general area illumination and the electric power therefore at the Premises (excluding bulb replacement).
1.8.3 Heat and Air Conditioning at the Premises.

1.8.4 Systems repair to basic utilities at the Premises.

1.8.5 Electricity (including costs for basic illumination). Extraordinary charges will be at the expense of Company as further defined in Section 1.9.3.

1.8.6 All building exterior and structural repairs to the Airport's Terminal Building, except those made necessary by negligence or willful misconduct on the part of Company or its clients, employees, agents, contractors, or subcontractors.

1.9 FACILITIES, MAINTENANCE AND REPAIR TO BE PROVIDED BY COMPANY

It is understood that Company will provide and maintain:

1.9.1 All improvements, decorations, equipment, and furnishings required for Company’s operation. All improvements will include, but not be limited to, the necessary finishes, electrical, telephone, communication conduit, and accessories, piping, ductwork, equipment, and fixtures to complete the appearance and operating characteristics of the general merchandise facility.

1.9.2 Janitorial service, including storefront and/or window wall cleaning, and garbage disposal within the Premises. Company will provide and use suitable, covered, sturdily constructed receptacles that are screened from public view for all garbage, trash, and other refuse created on or arising in connection with the activities conducted in the Premises. Company will be responsible for the removal and disposal of all garbage, debris, contaminants, and any other waste material (whether solid or liquid) from the Premises or out of its operation. Such removal will conform to all governmental requirements and regulations.

1.9.3 Payment to County for electrical current used, based on prevailing rate of the supplier, for all electrical needs except basic illumination. Usage will be based on a survey of facilities by a County electrician. If Company does not concur with the survey, it will have the right to install, at its own expense, a meter to measure its electrical usage.

1.9.4 Connection of additional utilities and recurring periodical charges to operate the Premises which are over and above the basic utilities provided by County.

1.9.5 All interior Premises maintenance and repair, including replacement of light bulbs and tubes. Any additional or decorative lighting, including replacement of light bulbs and tubes.
1.9.6 Building structural repairs and maintenance as a result of negligent or willful actions or non-actions of Company, its clients, employees, agents, contractors, or subcontractors.

1.9.7 Company agrees to maintain the Premises and any improvements placed thereon by Company to such a standard of appearance as is suitable to County in order that said Premises will not diminish or in any manner detract from the appearance of the Airport's interiors. Should Company fail to maintain the Premises and improvements in the manner described above, County may, but is not obligated to, effect such maintenance or make repairs thereon and thereto which it feels are necessary and charge the same at the sole expense of Company.

1.10 SERVICES TO BE PERFORMED BY COMPANY

1.10.1 Company will furnish service on a fair, reasonable, and nondiscriminatory basis to all users of the Airport. Company will maintain and operate the concession in a first-class manner and will keep the leased Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to County. Company will maintain continuously the necessary licenses for the operation of the business at the Airport, and service will be prompt, clean, courteous, and efficient.

1.10.2 The standards of operation, as pertaining to the service, merchandise, and levels of inventory offered for sale from Premises afforded the general public, will be at least equal to the quality of service offered at similar operations of a high-commercial standard. At all times the general public will be given the highest consideration in matters affecting the operation and use of Premises.

1.10.3 Any questions or complaints regarding the standards of service, merchandise, or appearance of the Premises or other standards of operation or public safety will be subject to review by CDR. CDR may take any such action as it deems appropriate in the particular circumstances. Continued violation of this section will be suitable grounds for termination of this Agreement as provided.

1.11 CONSTRUCTION OF TENANT IMPROVEMENTS

Company, at its sole cost and expense except as otherwise provided herein, will perform all work required to complete the Premises to a finished condition.

1.11.1 Detail Plans

1.11.1.1 Within forty-five (45) days following approval by the Board of Clark County Commissioners, Company shall prepare detailed plans and specifications for the construction of the improvements to the Premises. Company shall include with its plans and specifications schematic renderings of the Premises, materials, color boards, and a detailed layout of required equipment. Approval by the CDR will
extend to and include architectural and aesthetic matters, and the CDR reserves the right to reject any designs submitted and to require Company to resubmit designs and layout proposals until they meet the approval of the CDR. Such approval shall not be unreasonably withheld.

1.11.1.2 No changes or alterations will be made in said plans and specifications after approval by the CDR, and no structural alterations or improvements will be made to or upon the Premises without the written approval of the CDR. The CDR agrees to act promptly upon the plans and specifications and upon requests for approval of changes or alterations in said plans or specifications.

1.11.1.3 Immediately upon completion of improvements and/or alterations of improvements, Company will provide “as-built” drawings of the Premises.

1.11.2 Construction Period

Within fourteen (14) days following approval of the plans and specifications, Company will promptly seek all necessary licenses and permits for construction. Company will commence construction of improvements in its Premises not later than thirty (30) days from the date of receipt from County of all necessary approvals. All improvement work will be subject to the inspection of County and its authorized personnel.

Upon completion of Company’s construction improvements, the CDR will conduct his own final inspection. The issuance of a Certificate of Occupancy by the Clark County Building Department will signify acceptance of the Premises by County as having been built as required hereby.

1.12 CONSTRUCTION STANDARDS, RULES AND REGULATIONS

All improvements by Company will be subject to the McCarran International Airport Tenant Improvement Manual and other Airport Rules and Regulations. Company agrees to be subject to contractual penalties for violations of Airport Rules and Regulations. Design and construction specifications and documents must be reviewed and approved by the Department of Aviation's Construction/Engineering Division prior to commencement of construction of improvements.

Further design and construction specifications and documents must be reviewed by the County Department of Building and Zoning prior to the issuance of a building permit and will be subject to any statute, ordinance, rule, or regulation of any other applicable governmental agency, department, or authority whether Federal, State, or local.
1.13 AIRPORT SECURITY PLANS - FAR PART 107 AND CARD ACCESS SYSTEM

Company covenants that it will at all times maintain the integrity of the Airport Security Plan - FAR Part 107 and the Automated Access Control System. Company covenants that it will always maintain the security of any airfield access to which Company may have access. Should Company, through a negligent act of its own, allow access to the Airport Operations or Security Area, and should County be cited for a civil penalty for Company’s breach of security, Company agrees to reimburse County for any monetary civil penalty which may be imposed by an appropriate governmental authority.

ARTICLE II

2.1 ASSIGNMENT

2.1.1 Company will not assign its rights or duties hereunder or any estate created hereunder, in whole or in part, except with the prior written consent of County. Any such consent or the denial thereof will not be unreasonably withheld. Further, any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without County’s consent is void.

2.1.1.1 Any voluntary transfer of fifty percent (50%) or more of Company's stock will be deemed an assignment.

2.1.1.2 Before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term thereafter. When seeking consent to an assignment hereunder, Company will submit a copy of the document or instrument of assignment to County.

2.1.2 No Release of Company

2.1.2.1 Regardless of County’s consent, no subletting or assignment will release Company of Company’s obligation or alter the primary liability of Company to pay the rent and to perform all other obligations to be performed by Company hereunder.

2.1.2.2 The acceptance of rent by County from any other person will not be deemed to be a waiver by County of any provision hereof.

2.1.2.3 Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Prior written consent of County will be required for any sublease executed by Company.

2.2 SUBLEASING
Company will not sublease, rent, or permit any persons, firms, or corporations to occupy any part of the assigned Premises without having first received the written consent of CDR therefor. County's written consent to such sublease may contain and be subject to reasonable conditions deemed appropriate by County. Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Premises as authorized under this Agreement and subject to the provisions of this Agreement. Company will submit a copy of such writing at the time of requesting consent of CDR therefor.

2.3 SUCCESSORS AND ASSIGNS

All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors, and assigns of the respective parties hereto and all Agreements with assignees or sublessees will include all provisions contained in this Agreement.

2.4 CONTROL OF PERSONNEL

Company will, in and about the Premises and elsewhere upon the Airport, exercise reasonable control over the conduct, demeanor and appearance of its employees, agents and representatives and the conduct of its contractors and suppliers. Upon objection from the CDR to Company concerning the conduct, demeanor or appearance of such persons, Company will, within a reasonable time, remedy the cause of the objection.

2.5 SIGNS AND ADVERTISING

2.5.1 Company will not erect, install, operate, or cause or permit to be erected, installed, or operated in or upon the Airport Terminal Buildings, except as provided in Section 2.5.2 any signs or other similar advertising devices for its own business.

2.5.2 Any identifying signs attached to the Premises will require the prior written approval of the CDR. Such written consent may consider factors including, but not limited to, size, type, content, and method of installation.

2.5.3 Company will not commission, install, or display any third party advertising without the written approval of the CDR. Such advertising shall be subject to standard Airport advertising fee schedule and shall be in conformance with the Airport Advertising Policy.

2.5.4 Company will not commission, install or display any work of art without the prior written approval of the CDR, and without a full written waiver by the artist of all rights under the Visual Arts Rights Act of 1990, 17 U.S.C. (Sections 106A and 113).

2.6 ENTRY AND INSPECTION OF PREMISES

County, its authorized officers, employees, agents, contractors, subcontractors, or other representatives will have the right to enter upon the Premises for the following reasons:
2.6.1 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether Company has complied and is complying with the terms and conditions of this Agreement.

2.6.2 For the purpose of inspecting the Premises and for fulfilling County's obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Company. County may, however, enter at any time for emergency repairs or maintenance without responsibility to Company for loss of business.

No such entry by or on behalf of County upon these Premises will cause or constitute a termination of this Agreement nor be deemed to constitute an interference with the possession thereof nor constitute a revocation of or interference with any of Company's rights in respect thereof for exclusive use of the assigned Premises. During any such entry by County, County will use reasonable efforts to avoid or minimize interference with Company's ordinary business operation of the Premises.

The inspections contemplated by the parties to this Agreement, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

2.7 INTENTION OF PARTIES

This Agreement is intended solely for the benefit of County and Company and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises by County is solely for the benefit of County and Company.

2.8 LIENS

2.8.1 Company shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. However, should any lien be placed on the Premises or any improvements thereon, Company will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Company or any of its contractors or subcontractors upon Company's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, Company will bond against or discharge the same within thirty (30) days after written request by CDR.

2.8.2 Should Company or any sublessee cause any improvements to the Premises, Company shall cause any contract with any contractor, designer, or other person providing work, labor, or materials to the Premises to include the following clause:
"Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees that there is no legal right to file a lien upon County-owned property and will not file a mechanic’s lien or otherwise asset any claim against County’s real estate or any leasehold interest thereon on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold County and Company harmless from any liens filed upon County’s property and tenant’s leasehold interest, and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor’s sole cost."

2.9 RULES AND REGULATIONS

Company hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Airport Tenant Improvement Manual, Operating Directives, Airport Environmental Compliance Handbook, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state or federal, including but not limited to, all environmental laws, and will immediately, upon request, verify compliance to any such requirement. Company must adhere to the Airport Rules and Regulations, as amended from time to time. Company agrees to be subject to any fines resulting from violations of any Rules and Regulations. Company will keep current municipal, state or federal licenses or permits required for the conduct of its business, if any.

2.10 SECURITY

Company covenants that it will at all times maintain the integrity of the Airport Security Plan and Federal Aviation Security Regulations currently in effect or as may be implemented or modified from time to time, and that it will always maintain the security of the Airport and/or any access which Company maintains. Company also hereby agrees that it shall also be responsible for any and all of the actions of its employees or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Plan, at all times. Should Company, its employees or representatives cause any security violation, and/or should County be cited for a civil penalty for such security violation, Company agrees to reimburse County for any monetary civil penalty that may be imposed by the Federal Aviation Administration.

2.11 AIRPORT PERSONNEL IDENTIFICATION

All personnel requiring access to the Airport Terminal Building or Airport Operations Area will be required to obtain identification and clearance issued at the sole discretion of CDR and in accordance with Airport Rules and Regulations and any Airport security plan. Company agrees to obtain Airport badging for its employees and representatives, and pay any and all related costs associated with this requirement. Said badges will only be valid for the term of this Agreement and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of this Agreement. Company is responsible to return the badges of employees and representatives that are no longer employed by Company. Company agrees to pay any
associated fees and/or penalties for all badges not returned within this time frame. Company will be required to comply with all security requirements currently in effect or as may be implemented from time to time, including but not limited to background checks for each badge requested.

Company hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all of its employees and representatives.

Company will be required to continuously display any issued Airport security badge while on Airport property. Failure to do so will result in the immediate suspension and/or termination of the badge access and this Agreement.

Company will have badge/access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport Security Plan or for failure to return all badges within the time frames specified herein. Such actions may also result in the immediate termination of this Agreement, at the sole discretion of County.

2.12 INGRESS AND EGRESS AND VEHICLE PARKING

Company will have the nonexclusive right, in common with other Airport tenants and the general public, for ingress and egress to the Airport.

Company will not have the right to free parking of vehicles in the Airport's public parking areas for Company, its employees, agents, representatives, clients, customers, contractors, or subcontractors.

2.13 TAXES, LICENSES, AND PERMITS

Company will promptly pay all taxes, excises, license fees, and permit fees of whatever nature applicable to its operation and lease of Premises hereunder. Company may elect, however, at its own cost and expense to contest any such tax, excise, levy, or assessment. Company will keep current Federal, State or local licenses or permits required for the conduct of its business.

2.14 INDEMNITY

Company agrees to indemnify, defend and hold County, its officers and employees, forever harmless from and against all claims, demands, lawsuits, liability, loss, judgments, or other expense (including, but not limited to, defense costs, expenses, and reasonable attorney fees) made or imposed upon County arising out of any allegations of injuries to or death of persons (including wrongful death) and/or damages to property related to Company's use or occupancy of Airport property or the Premises or any actions or non-actions of Company, its officers, employees, agents, or other representatives, including movement of aircraft or vehicles, provided, however, that such indemnity will not apply as to any intentional or negligent act or omission of County, its employees, agents, or representatives.
2.15 BONDS AND INSURANCE

2.15.1 Bonds

At the election of the CDR, requirements of this Section 2.15.1 may be waived upon written request by Company.

2.15.1.1 Company will require its general contractor to furnish Bonds covering the faithful performance of the construction of the tenant improvements or installation of equipment, payment of all obligations arising thereunder, and a Guaranty Bond to take effect upon completion of the project, in such a form and amount as CDR may approve. Bonds may be secured through the Contractor's usual sources, provided the Surety is authorized and licensed to do business in the State of Nevada.

2.15.1.2 Prior to execution of a contract, and not later than ten (10) calendar days after notification of award, Company will require its contractor to furnish Contract Bonds to CDR as follows:

2.15.1.2.1 Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price.

2.15.1.2.2 Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.

2.15.1.2.3 Guaranty Bond in the amount of one hundred percent (100%) of the contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved in accordance with Section 1.12, entitled CONSTRUCTION STANDARDS, RULES AND REGULATIONS, of this Agreement.

2.15.1.3 The Bonds referred to in Section 2.15.1.1 and 2.15.1.2 above will be written on the Payment and Performance Bond and Labor and Material Payment Bond and Guaranty Bond forms approved by CDR.

2.15.1.4 Company will require its contractor to require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

2.15.1.5 Any Labor and Material Payment Bond, Performance Bond, or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of N.R.S. 680A.300.
2.15.2 Insurance Requirements

During the entire term of this Agreement, Company agrees to obtain and maintain acceptable insurance in accordance with specifications contained herein. Prior to the commencement of any improvement or equipment installation in connection with this Agreement, Company will require that its construction contractor procure and maintain insurance naming both Company and County as an additional insured.

2.15.2.1 Company's (or its contractor’s) insurance shall be primary as respects to County and Company, their officers, employees and volunteers acting as agents of County. Any other coverage available to County, its officers, employees and volunteers will be excess over the insurance required by the contract and shall not contribute with it.

2.15.2.2 Company is responsible for and must remedy all damage or loss to any property, including property of County, caused in whole or in part by Company, its contractors, any subcontractor or anyone employed, directed or supervised by Company.

2.15.2.3 If Company (or its contractors) fails to maintain any of the insurance requirements or coverage herein, then County will have the option of declaring Company in breach of this Agreement under this paragraph, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage be maintained. Company is responsible for any expenses paid by County to maintain such insurance, and County may collect the same from Company.

2.15.2.4 Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. Company shall keep in proper functioning order all fire fighting equipment, excluding the Department of Aviation's automated sprinkler system. From time to time and as often as reasonably required by County, Company shall conduct appropriate tests of any fire extinguishing apparatus located in connection with this Agreement.

2.15.2.5 County shall have the right from time to time, on not less than 10 days notice, to require Company to increase the amount or type of coverage required to be maintained under this Agreement. Such insurance will include, but not limited to:

A. Commercial General Liability: On an "occurrence" basis, coverage must include Premises Operations, Products and Completed Operations, Personal & Advertising Injury, in the amount of One Million Dollars ($1,000,000) "Each
Occurrence," minimum aggregate, if any, of Two Million Dollars ($2,000,000); Fire Damage, any one fire, Fifty Thousand Dollars ($50,000). Accessing the Airside Operations Area requires Five Million Dollars ($5,000,000) "Each Occurrence"; minimum aggregate, if any, of Ten Million Dollars ($10,000,000) or Five Million Dollars ($5,000,000) "Per Location."

B. **Automobile Liability:** Insurance shall maintain limits of no less than One Million Dollars ($1,000,000) (Five Million Dollars ($5,000,000) if accessing the Airside Operations Area) Combined Single Limit of Automobile Liability coverage for an "any auto" ("symbol 1", owned, hired and non-owned) policy. Such coverage may be maintained in the form of "excess liability coverage". Any other symbol requires prior approval of the Director of Aviation, or designee, prior to County's acceptance of the Certificate of Insurance and the issuance of a "notice to proceed".

C. **Property Insurance:** If applicable, insurance shall be maintained in full force during the term of this Agreement. Coverage shall be written on a Special Form and Replacement Cost basis for one hundred percent (100%) of the replacement value of all property constructed, installed, or possessed by Company. If property is in a flood zone, Company shall obtain and maintain the flood insurance required hereunder in such amounts and forms as are available, under the National Flood Insurance Program. All property insurance policies will contain a waiver of a subrogation clause in favor of Clark County.

D. **Builder's Risk:** If applicable, coverage will insure any improvements constructed in connection with this Agreement, to the extent of not less than one hundred percent (100%) of such improvements full insurable value using the all risk form of protection as acceptable to County. Company will be responsible for insuring against any business interruption resulting in loss of income or extra expense to Company. Company shall obtain and maintain the flood insurance required hereunder in such amounts and forms as are available, from time to time, under the National Flood Insurance Program.

E. **Workers Compensation:** Insurance shall be maintained in accordance with NRS Chapter 616. The certificate may be provided to County.
2.15.2.6 **Certificates of Insurance:** Company shall provide County evidence of required minimum insurance coverage and endorsements, as noted above, within fifteen (15) calendar days from the date of written approval by County. Such Certificates of Insurance will include, but will not be limited to, the following:

A. **Additional Insured:** Company agrees to cause its insurance company to issue a policy endorsement expressly naming Clark County, its officers, employees and volunteers as an additional insured on any Commercial General Liability and Business Auto insurance policy intended for protection under this Agreement.

B. **Endorsements:** All additional insured endorsements shall be included with the Certificate of Insurance.

C. **Best’s Key Rating:** The rating of the insurance company’s financial strength shall be “A- VII” or stronger, as published in the latest Best’s Key Rating Guide, and shall be fully disclosed within the Certificates of Insurance.

D. **Deductibles/Self-Insured Retention:** All deductibles and self-insured retention shall be fully disclosed within the Certificates of Insurance. No deductible or self-insured retention may exceed Ten Thousand Dollars ($10,000) unless the Director of Aviation, or designee, gives its prior written consent.

E. **30 Day Notice:** Certificates of Insurance will provide a thirty (30) day written notice provision for cancellation or coverage reduced of any policy.

F. **Resident Agent:** The Certificate shall be signed by an authorized Nevada Resident Agent in accordance with NRS 680A.300.

G. **Renewal Certificates:** All renewal insurance certificates must be provided to County prior to the expiration of the current insurance.

2.16 **TERMINATION BY COUNTY**

2.16.1 **Default by Company**

Subject to the provisions of Section 2.16, Company will be in default under this Agreement in the event of any one or more of the following occurrences:
2.16.1.1 Company becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

2.16.1.2 A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against Company and is not dismissed within sixty (60) days after the filing thereof.

2.16.1.3 Company fails to pay the rental charges or other money payments required by this Agreement when the same are due and the continuance of such failure for a period of ten (10) days after written notice thereof from the CDR to Company.

2.16.1.4 Company voluntarily abandons any of the Premises leased or assigned to it or discontinues the conduct and operation of its business at the Airport.

2.16.1.5 Company fails to fulfill any of the terms, covenants, and conditions set forth in this Agreement, and if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in 2.16.1.3 hereinabove) after delivery by CDR of a written notice of such breach or default.

2.16.2 Cure

Company will be considered in default of this Agreement if Company fails to fulfill any of the terms, covenants, and conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in 2.16.1.5 hereinabove) after delivery by CDR of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and Company has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.
2.16.3 Termination for Default By Company

If default is made by Company as described in Section 2.16.1 hereinabove, and such default is not cured as provided in Section 2.16.2, County may elect to terminate this Agreement with thirty (30) days written notice to Company and have all other rights and remedies at law or in equity.

2.16.3.1 If County elects to terminate this Agreement, it will in no way prejudice the right of action for rental arrearages owed by Company.

2.16.3.2 In the event of any termination for default by Company, County will have the right to enter upon the Premises and take exclusive possession of same. Redelivery and disposal of improvements will be as described in 2.21 entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.

2.17 TERMINATION BY COMPANY

2.17.1 Default by County

County will be considered in default of this Agreement if County fails to fulfill any of the terms, covenants, or conditions set forth in this Agreement, if such failure shall continue for a period of more than thirty (30) days after delivery by Company of a written notice of such breach or default.

2.17.2 Cure

County will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and County has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.17.3 Termination for Default By County

If default is made by County as described in Section 2.17.1 hereinabove, Company may elect to terminate this Agreement with thirty (30) days written notice to CDR and have all other rights and remedies at law or in equity.

2.17.3.1 In the event of the termination for default by County, redelivery and disposal of improvements will be as described in Section 2.21, entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.
2.17.3.2 In the event of any termination for default by County, it will in no way prejudice the right of action for rental arrearages owed by Company.

2.18 WAIVERS AND ACCEPTANCE OF FEES

No waiver of default by either party hereto of any of the terms, covenants or conditions hereof to be performed, kept, or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept, and observed.

No acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept, or observed by Company will be deemed a waiver on the part of County of its right to terminate this Agreement on account of such default.

No failure by County to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of all or any part of the work or other performance by County curing the continuance of any such breach shall constitute a waiver of any such breach or any subsequent breach of such provision.

2.19 FIRE PROTECTION

From time to time and as often as reasonably required by County, Company will conduct appropriate tests of any fire extinguishing apparatus located on the Premises. Company or its sublessees will keep in proper functioning order all fire fighting equipment located on the Premises.

2.20 DAMAGE AND DESTRUCTION

In the event of damage, destruction, or loss from any cause of improvements constructed upon the Premises that is not capable of being repaired within sixty (60) days, Company will have the option to terminate this Agreement by written notice to County within ten (10) days after the occurrence of such event. In the event Company elects to terminate this Agreement based upon such damage, destruction, or substantial loss, and Company or its employees or agents cause such damage, destruction or substantial loss to occur, Company will be liable for and will pay for all cleanup or demolition of the Premises and make such repairs, replacements, or restorations required. In the event Company does not exercise such termination option, or in the event said damage, destruction, or loss is capable of being repaired within two (2) months, then Company will promptly repair, replace, restore, or rebuild said improvements.

2.20.1 Company will be entitled to an abatement of rentals upon the date of notice from Company to County of its intent to terminate or to repair damage to the
improvements. Rental will recommence upon substantial repair of improvements that are sufficient to allow Company to recommence business operations. In no event, however, will the abatement be longer than six (6) months.

2.21 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

2.21.1 Company covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender such Premises in good repair and condition, excepting reasonable wear and tear, casualty, acts of God, the public enemy or the action of the elements.

2.21.2 Upon termination of this Agreement, howsoever caused, County will require Company to remove from the Premises, within thirty (30) days of termination, all advertising display devices and related appurtenances and will restore Premises to its prior condition.

2.22 SUSPENSION AND ABATEMENT

In the event that County's operation of the Airport or Company's operation from the Premises should be restricted substantially by action of the Federal government or agency thereof or the actions of any other governmental entity or agency thereof or by any judicial or legislative body, then either party hereto will have the right, upon written notice to the other, to a suspension of this Agreement and an abatement of an equitable proportion of the payments to become due hereunder, from the time of such notice until such restrictions will have been remedied and normal operations restored.

2.23 RECOVERY OF PREMISES

County may, in its unlimited discretion, at any time during the term of this Agreement or any extensions thereof, recover all or any part of the Premises for other Airport or public uses. Prior to the exercise of this power of recovery, County agrees to give Company one hundred-twenty (120) days prior written notice of its intention to exercise this power. In the event of such taking, County will pay to Company a sum equal to the unamortized value of the fixed improvements made to the Premises by Company on that portion of the Premises so recovered by County. For purposes of this Agreement and the determination of the unamortized value, the parties agree that said fixed improvements will be amortized on a straight-line method over the full term of this Agreement. In the event the recovery is for a portion of the Premises, then this Agreement will continue except that the leased area will be recalculated to reflect the new square footage upon which rental payments will continue.
ARTICLE III

3.1 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE

Company, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the Premises, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Company will maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

3.2 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF PREMISES

Company, for itself, its personal representatives, successors in interest, and assigns and as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the Premises that:

3.2.1 No person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

3.2.2 In the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3.2.3 Company will use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

3.3 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.1 OR 3.2

In the event of breach of any of the nondiscrimination covenants described in Sections 3.1 or 3.2 above, County will have the right to terminate this Agreement, in accordance with Section 1.2, entitled TERM and to reenter and repossess said Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision, however, does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
3.4 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES

Company will furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it will charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Company may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

3.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.4

Noncompliance with Section 3.4 above will constitute a material breach of this Agreement and in the event of such noncompliance, County will have the right to terminate this Agreement and the estate hereby created without liability therefore or at the election of County or the United States of America either or both said Governments will have the right to judicially enforce the provision.

3.6 SUBAGREEMENT NONDISCRIMINATION COMPLIANCE

Company hereby assures it will include the above Article III clauses in all subleases and cause sublessees to similarly include clauses in further subleases.

3.7 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION

Company assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Company or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

3.8 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

3.8.1 Company assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company assures
that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Company assures that it will require that its covered sub organizations provide assurances to Company that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E to the same effect.

3.8.2 Company agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the Affirmative Action Program, and by any Federal, State, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Company agrees that State or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR, Subpart 152.409. Company agrees to obtain a similar assurance from its covered organizations and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3.8.3 In the event Company employs fifty (50) or more employees on the Airport, it agrees to prepare and keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with standards in 14 CFR, Subpart 152.409. Such program will be updated on an annual basis. Should Company employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

3.9 COMPLIANCE WITH 49 CFR PARTS 26 AND 23, SUBPART F

3.9.1 This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations 49 CFR Parts 26 and 23, Subpart F. Company agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any agreement covered by 49 CFR Parts 26 and 23, Subpart F.

3.9.2 Company agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3.10 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT, AND EXPANSION

County reserves the right to further develop or improve the landing area or any other area, building, or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment, regardless of the desires or view of Company and without interference or hindrance by Company. Further, County retains the absolute right to maintain, repair, develop, and expand the terminal building and any other Airport facility, Airport improvement, or Airport property free from any and all liability to Company for loss
of business or damage of any nature whatsoever, as may be occasioned during or because of the performance of such maintenance, repair, development, or expansion.

3.11 MAINTENANCE, REPAIR, DIRECTION, AND CONTROL

County reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Company in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that County will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

3.12 AGREEMENTS WITH THE UNITED STATES OF AMERICA

This Agreement will be subject and subordinate to the provisions and requirements of any existing or future Agreement between County and the United States of America relative to the development, operation, or maintenance of the Airport.

3.13 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA

This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

3.14 PART 77 OF FEDERAL AVIATION REGULATIONS

Company agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

3.15 AIRSPACE

There is hereby reserved to County, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein leased. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of County will result from the exercise of this right.
3.16 AIRPORT OBSTRUCTIONS

Company, by accepting this Agreement, expressly agrees for itself, its successors, and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder which will exceed such maximum height as may be stipulated by County. It is understood and agreed that applicable laws, codes, regulations, or Agreements concerning height restrictions will govern the maximum height to be stipulated by County. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut down the offending tree, all of which will be at the expense of Company and without liability to County.

3.17 AIRPORT HAZARDS

Company, by accepting this Agreement, agrees for itself, its successors, and assigns, that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard or obstruction. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises hereby leased, and cause the abatement of such interference at the expense of Company and without liability of any kind.

3.18 AIRPORT RULES AND REGULATIONS

County, through its CDR, will have the right to adopt, amend and enforce reasonable rules and regulations with respect to the use of and the conduct and operation of the Airport, its terminal buildings, or any improvements within the present or future boundaries of the Airport, which Company agrees to observe and obey.

3.19 COMPLIANCE WITH PUBLIC AUTHORITIES

Company will not use or permit the use of the demised Premises or any other portion of the Airport for any purpose or use other than authorized by this Agreement or as may be authorized by other, separate, written Agreement with County.

Company, its employees, representatives, or agents will comply with all present or future laws, rules and regulations, and amendments or supplements thereto governing or related to the use of the Airport or the demised Premises as may from time to time be promulgated by Federal, State or local governments and their authorized agencies.

3.20 AMERICANS WITH DISABILITIES ACT

Company will throughout the term of this Agreement be in compliance with all applicable provisions of the Americans With Disabilities Act, Public Law 101.336.
3.21 ENVIRONMENTAL POLICY

3.21.1 Violation of Environmental Laws

Company will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Premises, or transported to and from the Premises, by Company, its sublessees, their agents, employees, contractors, invitees, or a third party in violation of the Environmental Laws as defined in Section 1.1, entitled DEFINITIONS.

3.21.1.1 CDR will have access to the Premises to inspect the same to insure that Company is using the Premises in accordance with environmental requirements.

3.21.1.2 Company will conduct such testing and analysis as necessary to ascertain whether Company is using the Premises in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and subject to CDR's reasonable written approval. Copies of such reports from any such testing will be provided to CDR.

3.21.1.3 Company will provide copies of all notices, reports, claims, demands, or actions concerning any environmental concern or release or threatened release of hazardous materials or special wastes to the environment.

3.21.2 Contamination of Premises

If the presence of any Hazardous Material on, under, or about the Premises caused or permitted by Company results in any contamination of the Premises, in violation of an Environmental Law, Company will promptly take all actions, at its sole cost and expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. Company will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Premises as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all environmental requirements; provided, however, County will be solely responsible for any environmental condition existing on or about the Premises prior to the Approval Date or any environmental conditions caused by County during the term or arising in any way and at any time from the Airport. Such procedures are subject to:
3.21.2.1 Prior written approval of CDR, which approval will not be unreasonably withheld. Company will submit to CDR a written plan for completing all remediation work. CDR retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.

3.21.2.2 Such actions of remediation by Company will not potentially have any material adverse long-term effect on the Premises in the reasonable judgment of County.

3.21.3 Compliance with All Governmental Authorities

Company will promptly make all submission to provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws as defined in Section 1.1, entitled DEFINITIONS, of this Agreement.

3.21.3.1 Should the Government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Premises, which occur during the term of this Agreement, then Company shall (as a Project Cost) prepare and submit required plans and financial assurances, and carry out the approved plans. Company will promptly provide all information requested by CDR to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.

3.21.3.2 Company's obligations and liabilities under this provision will continue so long as County bears any responsibility under the Environmental Laws for any action that occurred on the Premises during the term of this Agreement.

3.21.3.3 This indemnification of County by Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to Company or County, or any other work required by any Federal, State or local governmental agency or political subdivision because of hazardous material located on the Premises or present in the soil or ground water on, under, or about the Premises.

3.21.3.4 The parties agree that County's right to enforce Company's promise to indemnify is not an adequate remedy at law for Company's violation of any provision of this Agreement. County will also have
the rights set forth in Section 3.21.4, entitled County's Termination Rights for Violation of Environmental Laws, of this Agreement in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

3.21.4 County's Termination Rights for Violation of Environmental Laws

3.21.4.1 Company's failure or its sublessees, their agents, employees, contractors, invitees, or the failure of a third party to comply with any of the requirements and obligations of this Agreement or applicable Environmental Laws will constitute a material default of this Agreement and will permit County to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which County may resort cumulatively, or singularly, in the alternative.

3.21.4.1.1 County may, at County's election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days written notice to Company, to make payments required of Company or perform Company's obligations and be reimbursed by Company for the cost thereof, unless such payment is made or obligation performed by Company within such ten (10) day period.

3.21.4.1.2 County may, at County's election, subject to lender's right to cure, terminate this Agreement upon written notice to Company as provided in Section 1.2, entitled TERM. If this Agreement is terminated under this provision, Company waives all rights against County, including but not limited to, breach of contract, costs of design, installation, or construction of improvements and/or interruption of business.

3.21.4.1.3 Notwithstanding any other provision in this Agreement to the contrary, County will have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties, and related fees or costs, arising from or related to a violation of environmental law on, under, or about the Premises.
3.21.5 The provisions of this Section 3.21 entitled ENVIRONMENTAL POLICY shall survive the expiration or earlier termination of this Agreement.

3.22 AIRPORT SECURITY PLANS - FAR PART 107 AND CARD ACCESS SYSTEM

All personnel requiring access to the Airport Terminal Building or Airport Operations Area will be required to obtain identification and clearance, which shall be issued at the sole discretion of the CDR and in accordance with Airport Rules and Regulations Code and the Airport Master Security Plan. Company covenants that it will at all times maintain the integrity of the Airport Master Security Plan - FAR Part 107 and the Automated Access Control System. Company hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Company also hereby agrees that it shall also be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport’s Security Program, at all times. Company covenants that it will always maintain the security of any airfield access, which Company maintains. Should Company allow unauthorized access to the Airport Operations or Security Area, and should County be cited for a civil penalty, Company agrees to reimburse County for any monetary civil penalty which may be imposed by an appropriate agency. Company may also have badge/access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport’s Security Program or for failure to return all badges within the specified time frames.

ARTICLE IV

4.1 FORCE MAJEURE

Neither County nor Company will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of governmental authority, unusual weather conditions, floods, riots, rebellion, or sabotage. However, the provisions of this Section will not apply to failure by Company to pay rents, fees, or any other money payments required under other provisions, covenants, or agreements contained in this Agreement.

4.2 NONLIABILITY OF INDIVIDUALS

No officer, agent, or employee of either party to this Agreement will be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.
4.3 QUIET ENJOYMENT

County agrees that, on payment of the rentals and fees and performance of the covenants, conditions, and agreements on the part of Company to be performed hereunder, Company will have the right to peaceably occupy and enjoy the Premises.

4.4 NOTICES

All notices, requests, consents, and approvals under this Agreement will be served or given only by certified or registered mail, except in cases of emergency, in which case, they will be confirmed by certified or registered mail.

Notices intended for County will be addressed to:

CLARK COUNTY, NEVADA
P. O. BOX 11005, AIRPORT STATION
LAS VEGAS, NV 89111-1005
ATTN: DIRECTOR OF AVIATION

or to such other address as may be designated by County by written notice to Company.

Notices intended for Company will be addressed to:

[Handwritten Address]

or to such other address as may be designated by Company by written notice to County.

4.5 HEADINGS, TITLES, OR CAPTIONS

Article, section, or paragraph headings, titles, or captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

4.6 INVALID PROVISIONS

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision will in no way affect any other covenant, condition, or provision herein contained; provided, however,
that the invalidity of any such covenant, condition, or provision does not materially prejudice either County or Company in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

4.7 STATE OF NEVADA LAW

This Agreement will be interpreted under and governed by the Law of the State of Nevada.

4.8 INDEPENDENT CONTRACT

Company is deemed to be an independent contractor for all purposes regarding its operations at the Airport and no agency, expressed or implied, exists.

4.9 ENTIRE AGREEMENT

This document represents the entire Agreement between the parties hereto and will not be modified or canceled by mutual Agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest.

IN WITNESS WHEREOF, County and Company have executed these presents the day and year first above written.

CLARK COUNTY, NEVADA

BY: [Signature]

RANDALL H. WALKER
Director of Aviation

MEMORABILIA WORLD, LLC

BY: [Signature]

PRINT: CAL D MANUEL

TITLE: C.A. MANUEL

APPROVED AS TO FORM:
David Roger, District Attorney

BY: [Signature]

(Deputy)
OWNERSHIP/APPLICANT: DISCLOSURE FORM

Type of Business:

☐ Individual  ☐ Partnership  ☑ Limited Liability Company  ☐ Corporation  ☐ Trust  ☐ Other

Business Name (include d.b.a., if applicable): Memorabilia World, LLC

Business Address: 4795 S. Durango Dr.
Las Vegas, NV 89147

Business Telephone: 702-4800  Fax: 798-8484

Disclosure of Ownership:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

<table>
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<tr>
<th>Full Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Joseph F. Boisseau</td>
<td>Co-Manager</td>
</tr>
<tr>
<td>Carl D. Marcell</td>
<td>Co-Manager</td>
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</table>

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the Board will not take any action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Capacity

Print Name

Date
OWNERSHIP/APPLICANT DISCLOSURE FORM

Type of Business:
[ ] Individual  [ ] Partnership  [ ] Limited Liability Company  [ ] Corporation  [ ] Trust  [ ] Other

Business Name (include d.b.a., if applicable):  NVCZ ENTERPRISES 11c

Business Address:
6352 Formule Way
Las Vegas, NV 89146

Business Telephone:  702-326-8796

Disclosure of Ownership:
All non-publicly traded corporate business entities must list the names of individuals holdings more than five percent (5%) ownership of financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of Nevada Revised Statues, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

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<th>Full Name</th>
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<tr>
<td>Joel Ferguson</td>
<td>Managing Member</td>
</tr>
<tr>
<td>Ben Williams</td>
<td>Managing Member</td>
</tr>
</tbody>
</table>

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the Board will not take any action on the land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Managing Member  Joel Ferguson
Signature/Capacity  Print Name  5/14/07