

ADVERTISING AGREEMENT

THIS AGREEMENT entered into this 11th day of May, 1999, by and between the Las Vegas Convention and Visitors Authority, a political subdivision of the County of Clark, State of Nevada, hereinafter referred to as "Client", and R & R Advertising, Inc., a Nevada Corporation or any related company or subsidiary, hereinafter referred to as "Agency"

ARTICLE I

TERM OF CONTRACT

Section 1.01 Term. This Agreement shall begin on July 1, 1999, and will continue until June 30, 2004. The Agency shall not represent an advertising account for any convention or visitor's bureau in competition with Client during the entire term hereof. The term of this Agreement may be extended by the Client for another sixty (60) months upon express written notice of such extension from client on or before March 1, 2004.

ARTICLE II

SERVICES TO BE PERFORMED BY AGENCY

Section 2.01 General Services. The Agency will serve as the exclusive advertising agency for the Authority. The Agency will devote its efforts to further the Authority's interest and endeavors in order to develop a successful marketing and advertising strategy.

Section 2.02 RFP-99-158 Agency shall provide all services indicated in its response to RFP-99-158, which is attached hereto as Exhibit "A" and shall comply with all requirements and covenants forth in RFP-99-158 and corresponding addenda (Exhibit "A" services outlined in Exhibit "B" shall also be provided by Agency to Client. In the event the terms of this Agreement and the RFP-99-158 conflict, the terms of RFP-99-158 and Agency's response shall control.

Section 2.03 Method of Performance. Agency will determine the method, details and means of performing the above-described services in cooperation with Client.

Section 2.04 Independent Contractor. Agency shall perform the services under this Agreement as an independent contractor and shall not be treated as an employee, partner, joint venturer or agent of Client for any purpose whatsoever, including but not limited to, federal, state or local tax purposes. No agency relationship whatsoever is expressly formed or implied by this Agreement

Section 2.05 Work Product Ownership. All documentation and other work product shall be the property of Client except as otherwise provided in writing by the parties; however, this shall prevent Agency from using, as a sample of its work, any materials produced by Agency. Client may use any such materials in

any manner without obligation or any additional compensation to Agency, except as provided in Section 6.01.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

Section 3.01 Commissions. Client agrees that Agency shall receive commission(s) on paid media as follows: A standard agency commission of 15% of the gross amount billed 17.65% of the net amount) for any paid media advertising.

Section 3.02 Expenses. Client agrees to reimburse Agency amounts actually incurred by Agency in connection with this Agreement, including without limitation, printing, postage, delivery, travel expenses and entertainment and any other expenses. Any such individual expense in an amount in excess of Five Hundred Dollars (\$500.00) shall require prior approval of Client. Agency shall not add any markup, commission or service fee to such Expenses. Agency agrees to follow the Client's travel policy.

Section 3.03 Outside Charges. Client will pay Agency outside production charges, as authorized by Client, plus a 17.65% markup. All outside charges for broadcast production and research will be billed to Client at cost

Section 3.04 Inside Charges. Client will pay Agency for inside production services at the Agency's hourly rate of SEVENTY DOLLARS (\$70.00) per hour. Agency shall not add any commission to inside production costs

Section 3.05 Other Charges. On or before July 1 of each of this Agreement, as part of Client's budget process, the parties hereto shall establish a list of charges for any other services to be provided by Agency. If the parties to this Agreement can agree to any such charge then the Agency shall not provide such service for that year.

Section 3.06 Date for Payment.

(a) Fees under Sections 3.01, 3.02, 3.03, 3.04 and 3.05 shall be billed to Client at the beginning of each month for prior services

(b) Agency will submit to Client a statement for commissions earned and expenses incurred, as well as additional fees, if any, at the beginning of each month. Client agrees to pay the actual amount due to Agency for commissions, expenses additional fees, within thirty (30) days of its receipt of each statement

Section 3.07 Billing Method. Agency will bill Client monthly or weekly and will provide Client documentation by print tear-sheets or affidavits and schedules of broadcast, which shall be included with the invoice. Additionally, copies of all outside production invoices to Agency will accompany the bill to Client. Each invoice will itemize time spent and charged during the month by agency function, media cost, production cost, taxes and other items being charged against each project.

ARTICLE IV

OBLIGATIONS OF AGENCY

Section 4.01 Amount of Service. Agency agrees to devote time necessary to complete performance of the above described services. Agency is not precluded hereunder from representing, performing services for, and being employed by other persons or companies, provided that such services do not create a conflict of interest relative to Client

Section 4.02 Confidentiality. Agency shall, with respect to any information received from and designated by Client or agents:

- (a) Hold such information in strict confidence and use the same only in connection with the services provided hereunder;
- (b) Comply with any further instructions for Client relating to confidentiality.

Section 4.03 Assignment Neither this Agreement nor material duties or obligations under this Agreement may be assigned by Agency without the prior written consent of Client's Board of Directors.

Section 4.04 Insurance.

(a) Agency shall, during the entire term hereof, maintain in full force and effect a commercial general insurance policy, the limits of which shall not be less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence for bodily injury, property

damage (both liability and personal property), contractual personal injury, and damages caused by any violation of a copyright, servicemark or trademark law by Agency; and Client shall be named as an additional insured on any such insurance policy

(b) Agency shall, at its own cost and during the term of this Agreement, secure workmen's compensation insurance for benefit of each of the persons employed by it.

(c) Copies of all insurance policies required hereunder shall be furnished to:

Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109
Attention: Director of Purchasing

(d) All insurance policies provided under this Agreement shall be issued by a responsible company or companies authorized to do business in the State of Nevada and reasonably acceptable to Client. Said insurance policies shall contain a rider with provision that the policies are non-cancelable unless the insurance company provides written notice to the parties hereto within thirty 30) working days prior to such cancellation.

Section 4.05 Indemnification.

Agency shall so conduct its activities as not to endanger any person, and hereby does, agree to indemnify, save and hold harmless the Client, its officers and employees, from and against any suit that may be instituted for infringement of patent right, copyright, trademark or servicemark, and any and all other claims, demands

losses, liability, cost or expense of any kind or nature whatsoever, including attorney's fees and costs, which Client, directors, officers or employees or any agents may sustain or incur or which may be imposed upon them by any of them thereby, or injury or death of persons, including injuries sustained employees of Agency or Client, or damages to property arising of, connected with or attributed to actions by the Agency in the performance of the services sought by way of this Agreement. Agency hereby assumes full responsibility for the character, acts and conduct of all its employees, invitees, licensees independent contractors providing services pursuant to this Agreement

ARTICLE V

OBLIGATIONS OF CLIENT

Section 5.01 Cooperation. Client agrees to comply with all reasonable requests of Agency that are necessary to the performance of Agency's duties under this Agreement

ARTICLE VI

TERMINATION OF AGREEMENT

Section 6.01 Notice. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving ninety (90) days written notice to the other party. Client shall pay to Agency, within ten (10) days of such termination, all of Agency's fees and expenses accrued or incurred

to and including the date of termination, including any amounts incurred or accrued in connection with work in progress. After the date of termination, Agency shall be entitled to commission on subsequent placement and use of any advertising materials previously produced by Agency for Client pursuant to this Agreement.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01 Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the address appearing at the end of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Section 7.02 Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Agency for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that

no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

modification of this Agreement will be effective only if it is in writing and signed by the party to be changed

Section 7.03 Non-Discrimination Policy. The parties hereto shall not discriminate in their employment practices against person by reason of race, religion, color, sex, age or national origin, and agree to comply with the provisions of said laws orders as well as all laws and orders relating to the employment the handicapped, the employment of veterans and the use of minority business enterprises to the extent any such laws and orders applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders issued thereunder, as now in force or hereafter amended, shall be deemed an integral part of this Agreement to the same extent as if written at length herein

Section 7.04 Severability. If any Provision of this Agreement is held to be invalid or unenforceable, then said provision shall not invalidate the remainder of this Agreement.

Section 7.05 Waiver. The Waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

No provision will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized officers of both parties.

Section 7.06 Attorneys' Fees. Should either party commence any legal action, arbitration or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award or reasonable attorneys' fees and costs

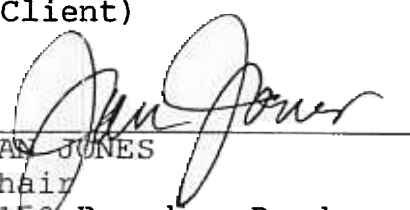
Section 7.07 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada.

Section 7.08 Authorization to Sign. The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement

Section 7.09 Arbitration. Any and all disputes relating to this Agreement, or breach thereof, shall be resolved by arbitration (single arbitrator) under the auspices of the Nevada Arbitration Association according to their then current rules.

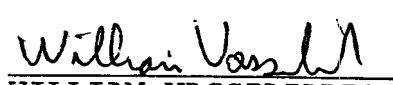
Executed on the day and year first written above.

LAS VEGAS CONVENTION
AND VISITORS AUTHORITY
(Client)



JAN JONES
Chair
3150 Paradise Road
Las Vegas, NV 89109

R & R ADVERTISING, INC.
(Agency)



WILLIAM VASSILIADIS
CEO
8076 West Sahara Ave.
Las Vegas, Nevada 89117

ADVERTISING AGREEMENT ADDENDUM

This **ADVERTISING AGREEMENT ADDENDUM** (this "Addendum") is made the 12th day of NOVEMBER, 2003, by and between the **LAS VEGAS CONVENTION AND VISITORS AUTHORITY** (the "Authority") and **R & R PARTNERS, INC.**, a Nevada Corporation (formerly known as R & R Advertising, Inc.) ("Contractor").

WITNESSETH:

WHEREAS, pursuant to a certain Advertising Agreement dated approximately May 11, 1999, as amended, by and between the Authority and Contractor (the "Agreement"), Contractor provides advertising services to the Authority; and

WHEREAS, the Authority and Contractor desire to further amend the Agreement to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment of Section 1.01: Effective as of the date of this Addendum, Section 1.01 of the Agreement, entitled "Term", is hereby deleted in its entirety and the following provision inserted in its place:

"Section 1.01 Term. This Agreement shall begin on July 1, 1999, and will continue until June 30, 2009. The Agency shall not represent an advertising account for any convention or visitor's bureau in competition with Client during the entire term hereof. The term of this Agreement may be extended by the Client for another sixty (60) months upon express written notice of such extension from client on or before March 1, 2009."

2. Agreement Ratified. Except as otherwise amended hereby, the Agreement, as amended, remains in full force and effect. This addendum shall take effect on the date written above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first set forth above.

R & R PARTNERS, INC.

By: William Vassiliadis
William Vassiliadis
CEO

LAS VEGAS CONVENTION AND
VISITORS AUTHORITY

By: James B. Gibson
James B. Gibson
Chairman of the Board

Approved as to form:

By: Luke Puschmg
Luke Puschmg, Esq.
LVCVA Legal Counsel