

**COLLIN COUNTY
APPLICATION FOR MASS GATHERING PERMIT**

GATHERING NAME		LOCATION OF GATHERING (including description)	
LG MotorSports Park		7581-8199 Co Rd 526, Anna, TX 75409	
Promoter Name		Promoter Mailing Address	
The Lights Fest		487 E 1000 S Pleasant Grove Utah 84062	
Promoter Office Phone	Promoter Fax Number	Promoter Cell Phone	
		801-906-3372	
Property Owner Name		Property Owner Mailing Address	
Lou Gigliott		7581-8199 Co Rd 526, Anna, TX 75409	
Property Owner Phone	Cell Phone	Other Contact Number	
	(214) 679-8907		
Date(s) of Mass Gathering	Starting time of Gathering	Ending time of Gathering	
Nov 3rd and 4th	1 PM	10 PM	
Maximum Number of Persons Allowed to Attend		Date of Application	
8,000		7/19/2017	
Printed Name of Applicant	Title of Applicant	Signature of Applicant	
Brett Haynes	Event Manager	<i>Brett Haynes</i>	

Along with the above information you must attach to this application the following;

1. A financial statement reflecting the funds being supplied to finance the mass gathering and each person supplying the funds
2. A certified copy of the agreement between the promoter and property owner
3. A plan on how the promoter intends to limit attendance to the number of persons listed above
4. The name & address of each performer who has agreed to appear at the event and name and addresses of their agent
5. A description of each agreement between the promoter and performer
6. A description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the event
7. A description and written plan for traffic control, to control ingress and egress, to ensure the physical safety of the persons attending the event.
8. A description and written plan to provide adequate emergency medical care for those attending the event
9. A description and written plan on the supervision of minors who may attend the event.
10. Return completed application to the Collin County Fire Marshal's Office at 4690 Community Ave., Suite #200, McKinney, Texas 75069

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JUL 24 2017

FIRE MARSHAL'S OFFICE

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Property Owner Phone	Cell Phone	Other Contact Number	
	(214) 679-8907		
Date(s) of Mass Gathering	Starting time of Gathering	Ending time of Gathering	
Nov 17th and 18th	1 PM	10 PM	
Maximum Number of Persons Allowed to Attend		Date of Application	
8,000		7/19/2017	
Printed Name of Applicant	Title of Applicant	Signature of Applicant	
Brett Haynes	Event Manager	<i>Brett Haynes</i>	

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INDEPENDENT CONTRACTOR AGREEMENT

Performer
Agreement

This INDEPENDENT CONTRACTOR AGREEMENT (this "*Agreement*"), dated as of 7/17/16, 2016, is entered into by and between Viive Events, LLC a Utah limited liability company (the "*Company*"), and The Bar Stool Bothers (the "*Contractor*").

RECITALS

- A. The Company is engaged in the marketing and operating of sky lantern festivals in various states (the "*Business*")
- B. The Company desires to retain Contractor, and Contractor desires to be retained by the Company, to perform services as directed by representatives of the Company.

AGREEMENT

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

1. Retention of Contractor: Services to be Performed. The Contractor agrees to perform the services requested by the Company from time to time (the "*Services*"). Contractor shall devote such time, attention, skill and energy to the business of the Company as may be reasonably required to perform the Services.

a. Independent Contractor. In rendering services hereunder, Contractor shall be acting as an independent contractor and not as an employee or agent of the Company. As an independent contractor, Contractor shall have no authority, express or implied, to commit or obligate the Company in any manner whatsoever, or to incur costs or expenses on behalf of the Company, except as specifically authorized from time to time by the Board, which authorization may be general or specific. Except as expressly provided in this Agreement, Contractor shall provide all equipment and materials necessary to perform the services in accordance with this Agreement and shall have the right to perform the services in the manner and using the means Contractor in Contractor's sole discretion deems necessary and appropriate. Contractor shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts

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paid to Contractor under this Agreement; *provided, however*, that if the Company is determined to be liable for collection and/or remittance of any such taxes, Contractor shall immediately reimburse the Company for all such payments made by the Company. Nothing contained in this Agreement shall be construed or applied to create a partnership between the Company and Contractor.

b. No Conflict. Contractor represents that Contractor's performance of all the terms of this Agreement does not and will not breach any agreement to keep in confidence information acquired by Contractor in confidence or in trust prior to Contractor's service with the Company. Contractor has not entered into, and Contractor agrees that Contractor will not enter into, any agreement, either written or oral, in conflict herewith, or that would limit or impair Contractor's obligations hereunder. Contractor has disclosed to the Company any obligations, arrangements, agreements or interests that may constitute or give rise to a conflict on the part of Contractor.

2. Compensation. Contractor shall be paid for services to be performed according to Exhibit A.

3. Confidentiality. CONTRACTOR ACKNOWLEDGES THAT THE NATURE OF COMPANY'S BUSINESS AND THE SERVICES ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND THAT CONTRACTOR SHALL, AND SHALL CAUSE EACH OF ITS EMPLOYEES, AGENTS, AFFILIATES, SUBCONTRACTORS AND OTHER PERSONNEL TO COMPLY STRICTLY WITH THE FOLLOWING CONFIDENTIALITY PROVISIONS. CONTRACTOR ACKNOWLEDGES AND AGREES THAT ANY FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN IMMEDIATE TERMINATION OF THE AGREEMENT AND THAT CONTRACTOR SHALL BE STRICTLY LIABLE FOR ANY DAMAGES RESULTING TO COMPANY BY SUCH BREACH, REGARDLESS OF WHETHER SUCH BREACH WAS INTENTIONAL OR INADVERTANT.

a. Definition of Confidential Information. As used herein, "Confidential Information" means, both individually and in any combination thereof, any and all confidential or proprietary information of the Company that is unique, gives the Company a competitive advantage, and/or enhances the Company's goodwill, whether developed by the Company or by Contractor (or any of its agents) in the course and scope of its engagement with the Company, whether or not reduced to writing and whether or not patentable or protected by copyright. Confidential Information includes but is not limited to (a) information about the Company's personnel, salary or other compensation information, benefits information, recruiting methods, business techniques, technology, products, services, trade secrets, ideas, copyrights, trademarks, service marks, methods, formulae, compositions, processes, research and development, hardware, software, purchasing, accounting, business methods and techniques, marketing and/or sales plans or proposals, cost information, financial information, pricing materials, or business communications and/or (b) any other information of the Company that Contractor has a reasonable basis to believe to be confidential or proprietary information of the Company. Confidential Information shall not include information that is generally known to the public (other than by acts of the Contractor in violation of this Agreement).

b. Restriction on Disclosure or Use of Confidential Information. Contractor agrees that, as a material term of this Agreement and to protect the goodwill, the Confidential Information, the business and the Company, Contractor shall not, either during or after the term of this Agreement, without the express, prior written consent of the Company: (i) ever directly or indirectly, intentionally or unintentionally, reveal, disclose, furnish, make accessible, or disseminate any of the Confidential Information or any other matter concerning the business affairs of the Company, except only as may be reasonably required in performing the Services, or (ii) ever use or exploit any of the Confidential Information or any other matter concerning the business affairs of the Company for the personal or financial use, gain, or benefit of the Contractor or of any other person or entity or for any other purpose. Contractor shall exercise its best efforts to cause its employees, agents, affiliates and representatives to adhere to the limitations set forth in this Section 3 and the other provisions of this Agreement. Without limiting the generality of the foregoing, the Contractor shall take such measures to protect the confidentiality of the Confidential Information that are at least as stringent as the measures it undertakes to protect its most valuable confidential information. Contractor shall be strictly liable to the Company for any losses or damages suffered by the Company as a result of disclosure of Confidential Information by any employee, agent, affiliate or representative of Contractor unless such disclosure is required by law.

c. Exclusive Property of the Company. Upon the expiration or termination of this Agreement, Contractor shall immediately return to the Company and shall have absolutely no right to use (i) Confidential Information or any documents, drawings, blueprints, reports, correspondence, records, procedures, books, manuals, notebooks, files, forms, materials, supplies, computer disks or tapes (or other computer-stored information), computer programs, materials, and/or other documentation (and copies thereof) regarding or relating to Confidential Information in Contractor's possession, custody, or control, irrespective of whether such information and documentation was prepared or compiled by Contractor, the Company or independent contractors and (ii) all equipment and tangible personal property entrusted to Contractor by the Company. Contractor agrees that it will not retain any copies of any of the above-described items or information.

5. Ownership of Intellectual Property. Intellectual property developed independently of the Company, prior to working with the Company or otherwise, will remain the property of the Contractor. Intellectual property of any kind created or developed by Contractor in the scope of Contractor's work for the Company or which relates to the Company's business in any way, shall remain the property of the Company and Contractor will cooperate in all reasonable ways to effect the protection of such Intellectual Property for the Company's benefit.

6. Non-Compete. Contractor acknowledges that Contractor has become familiar with the Company's trade secrets and with other Confidential Information [and that Contractor's services have been of special, unique and extraordinary value to the Company]. Contractor agrees that, for a period of three (3) years from the date of this Agreement, Contractor shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, or in any manner engage in the Business (the "Noncompete Period").

During the Noncompete Period, Contractor shall not directly or indirectly through another person or entity (i) induce or attempt to induce any employee of the Company to leave the employ of the Company, or in any way interfere with the relationship between the Company and any employee thereof, (ii) hire any person who was an employee of the Company at any time during the employment period or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, strategic partner or other business relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company (including, without limitation, making any negative or disparaging statements or communications regarding the Company); provided, however, that nothing in this Agreement shall prohibit Contractor from employing or engaging, or assisting a third party in employing or engaging, any employee of the Company who responds to a general solicitation or advertisement for employment by Contractor or such third party at any time, so long as such general solicitation was not specifically directed at such employee.

7. Termination. Notwithstanding any contrary provision contained elsewhere in this Agreement, this Agreement and the rights and obligations of the Company and Contractor hereunder may be terminated by either party for any reason upon written notice.

8. Miscellaneous.

a. Entire Agreement. This Agreement (including the exhibits, schedules and other documents referred to herein) contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

b. Counterparts and Facsimile. This Agreement may be executed in separate counterparts and by facsimile, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

c. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (e), successors and assigns.

e. Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable, in whole or in part, by either party without the prior written consent of the other party.

f. Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

g. Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

COMPANY:
Viive Events, LLC
495 E 1000 S
Pleasant Grove, UT 84062

CONTRACTOR:
The Bar Stool Brothers

Any party may change the address set forth above by notice to each other party given as provided herein.

h. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this agreement shall be governed by the internal laws of the State of Utah, without giving effect to any choice of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE COMPANY:

VIIVE EVENTS, LLC

Name: Madison Stone

DocuSigned by:

Brett Haynes

7/19/2017 | 9:44 AM MDT

C97E91DDE889409...

Venue Coordinator

Title: Media Relations

CONTRACTOR:

Name: The Bar Stool Brothers

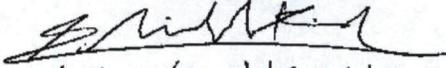

S. Michael Kreider 7/20/17

Exhibit A

Compensation: \$500

VENUE LEASE

between

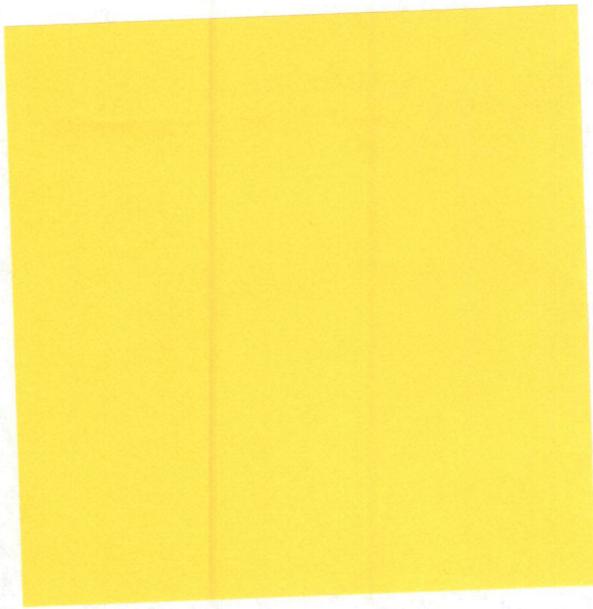
Viive Events, LLC,
a Utah limited liability company

as Tenant

and

Lou Gigliotti

as Landlord



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JUL 24 2017

FIRE MARSHAL'S OFFICE

VENUE LEASE

Viive Events, LLC, a Utah limited liability company ("Tenant"), and Lou Gigliotti ("Landlord") enter into this lease ("Lease") as of the 14 day of July, 2017. Landlord and Tenant are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

1. DEFINITIONS

1.1 **Alterations**: means any Tenant alterations, additions or improvements to the Premises other than Tenant's Build-out.

1.2 **Commencement Date**: shall mean the date this Lease is executed and delivered by the Parties.

1.3 **Common Area(s)**: means the portions around the Premises such as parking areas, driveways, landscaped areas, sidewalks, curbs and other areas which are from time to time designated and improved by Landlord for common use by or for the benefit of more than one tenant or concessionaire of the Premises, but excluding any portion thereof when designated by Landlord for a non-common use.

1.4 **Default**: is defined in Section 16.1.

1.5 **Expiration Date**: shall mean the end of the forty-eight-hour period of the Lease or such earlier date on which this Lease is terminated pursuant to any of the terms, conditions or covenants of this Lease or pursuant to law.

1.6 **Legal Requirements**: means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, including any Environmental Laws, which now or at any time hereafter may be applicable to the Premises or any part thereof.

1.7 **Permitted Use**: is defined in Section 7.

1.8 **Premises**: is defined in Section 2.

1.9 **Rent**: means the Security Deposit and additional rent due under the Lease.

1.10 **Security Deposit**: shall mean an amount equal to \$5,000.00.

1.11 **Tenant**: shall mean Viive Events, LLC, a limited liability company.

1.12 **Term**: is defined in Section 4.

2. **PREMISES**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the space at COMO Turso Park (the "Premises") on the Site Plan attached as **Exhibit A** (the "Site Plan"). The Site Plan constitutes a representation, covenant and warranty by Landlord of the physical dimensions of the area to be leased by Tenant. The Landlord acknowledges that he/she has

inspected the Premises and any other documents and information it deems necessary to confirm that the Premises is sufficient for Tenant's anticipated use as provided herein.

3. **AGREEMENTS AFFECTING THE PREMISES.**

3.1 **Future Agreements.** During the Term, Landlord shall have the right to grant easements on the Premises without the prior consent of Tenant, provided that any such easement does not unreasonably interfere with Tenant's use or enjoyment of the Premises as provided in this Lease. Landlord shall inform Tenant in writing of any easements on the Premises whether they be conspicuous or not.

4. **TERM.**

4.1 **Original Term.** The term of this Lease (the "Term") shall be for forty-eight (48) hour periods on the dates in this Section 4.1, beginning at 12:00am the day before the event and expiring after the 48-hour period (the "Event"). During the Term, the Tenant shall have the exclusive use of the Premises. Landlord shall ensure that during the Term, Landlord shall not interfere nor shall he allow any third party to interfere with Tenant's use or enjoyment of the Premises.

(i) **Event Dates**

?

4.2 **Alternate Weather Dates.** Tenant, in its sole discretion, may determine that the weather on the Event Dates above is not suitable for the Event and shall have the right to reschedule the Event within sixty (14) days of the originally scheduled date for an additional \$5000 fee (the "**Weather Date**"). The Weather Date shall be subject to the terms and conditions of this Lease.

4.3 **Extended Term.** Subject to the terms of this Lease, Tenant, at its option, may elect to renew this Lease for five (5) additional periods of forty-eight (48) hours in each of the subsequent two (2) years following the original Term ("**Extended Terms**"), so long as Tenant is not in Default under this Lease beyond any applicable cure period at the time of exercise of such option and at the time of commencement of such Extended Terms. Such Extended Terms shall be on the same terms and conditions set forth in this Lease except that the rent shall increase 20% Twenty percent for each term. The option to extend shall be exercised by Tenant giving written notice to Landlord within Thirty (30) days after the expiration of the preceding original Term. Upon such exercise, this Lease shall be deemed to be extended without the execution of any further lease or other instrument. If Tenant is not in Default under this lease, Landlord may not block Tenant from exercising the option to extend the Term of this Lease. In addition, if the land is sold, this contract is null and void and current landlord is released from any liability.

5. **RENT.**

5.1 **Rent.** At least ninety (90) days before the commencement of the Term, Tenant shall pay to Landlord, a security deposit of \$5,000.00, representing 25% of the Rent. The day of the Event, Tenant shall pay to Landlord the remaining Rent due for the Term, which is \$15,000.00. This applies to each 48 hour term.

6. **PAYMENT OF RENT.** All Rent and any additional rent (sometimes collectively referred to herein as "**Rent**" or "**Rental**") shall be paid by Tenant to Landlord in lawful money of the United States of America or in immediately available funds (i.e., cashier's check or money order) prior to notice or demand, at the address stated in the Section entitled "Notices" or to such other person or place as Landlord may designate in writing.

7. **USE OF PREMISES.** Subject to the restrictions set forth in this Lease, and the terms of any other agreements of record, the Premises are to be used as a venue to for a lantern festival wherein participants light and release lanterns into the air. The lantern festival also includes other activities including, but not limited to, eating, picnicking, and purchasing merchandise and other related activities (the "**Permitted Use**"). Tenant shall obtain, at its sole cost and expense, all necessary permits, authorizations and approvals which may be required of any governmental entity for Tenant's Permitted Use.

8. **CONDITION OF THE PREMISES.**

8.1 **Walk-through.** Tenant will, on or before the date that Tenant takes possession of the Premises, conduct with Landlord a walk-through of the Premises at a mutually agreed upon time, but at least two (2) days prior to delivery of the premises. Tenant may hire a mowing service or Bush Hog to clear the fields as tenant feels necessary. Property is rented "as is".

9. **ALTERATIONS.** Tenant shall be allowed to erect or allow to be erected check-in tents, merchant tents, bathroom facilities, stage set-ups, or any other modifications (sometimes hereafter referred to as "**Alterations**") Tenant deems reasonably necessary to conduct its event. Tenant agrees to remove at Tenant's sole cost and expense, any Alterations and repair and restore the portion of the Premises so altered to its original condition, reasonable wear and tear excepted. Only the area designated in the drawing is applicable. All other areas of this property are not included and off limits.

10. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with any state or local government rules and regulations.

11. **COMMON AREA.**

11.1 **Common Area.** Landlord shall make available at all times during the Term of this Lease on such portions of the Premises as Landlord shall from time to time designate such automobile parking and other Common Area, as Landlord shall from time to time deem appropriate, provided that the area of automobile parking so made available by Landlord shall include sufficient parking spaces to meet the legal requirements applicable to the use of the Premises in accordance with the terms of this Lease. Tenant shall have the non-exclusive right during the Term of this Lease to use the Common Area for itself, its employees, agents, customers, invitees, and licensees for pedestrian access and vehicular ingress, egress and parking as provided herein and in accordance with all agreements of record. The LG Motorsports concrete area on E Houston st (2862) is off limits and not included. The area designated by the attachment is the only area that the tenant can use.

11.2 **Use by Tenant.** Tenant shall and shall cause its customers, agents, employees, and vendors, suppliers and independent contractors to use such access roads and operate trucks and trailers delivering merchandise to and from the Premises upon and over such access roads as are designated by Landlord as a means of ingress to and egress from the Premises, so long as such means are not unreasonable. County road CR 526 only.

11.3 Maintenance. During the Term of this Lease, Landlord shall maintain or cause the Common Area to be maintained in a commercially reasonable manner at Tenant's expense or the tenant can maintain as needed but at tenant's expense. Landlord will have no responsibility to maintain any area for use by the tenant.

11.4 Tenant Obligations. Tenant, in its sole discretion, agrees to be solely responsible for any special cleaning or any damage (except for normal wear and tear) caused by Tenant or its employees, contractors, agents or invitees.

12. INSURANCE; INDEMNIFICATION.

12.1 Indemnification. Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises and the ways immediately adjoining the Premises, caused by the active or passive negligence or willful misconduct of Tenant, its agents, servants, contractors or employees; provided, Tenant does not indemnify Landlord against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of Landlord, its agents, servants, contractors or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective notwithstanding the expiration or termination of this Lease, as to claims or liability arising or accruing prior to the expiration or termination of this Lease.

12.2 Waiver of Certain Rights. With respect to any loss or damage that may occur to the Premises (or any improvements thereon) or the respective property of the Parties therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Parties, their agents, servants or employees, the Party required to carry such insurance and suffering such loss hereby releases the other Party from all claims with respect to such loss except as specifically provided in the Sections entitled "Maintenance and Repairs," "Alterations" and "Damage and Destruction"; and Landlord and Tenant mutually agree that their respective insurance companies shall have no right of subrogation against the other Party on account of any such loss, and each Party shall procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Party which the insurers might otherwise have under such policies.

12.3 Liability Insurance Coverage and Limits. Tenant agrees to maintain and/or cause to be maintained, at no cost to the other Party, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury, bodily injury liability and property damage liability) of not less than one million dollars (\$1,000,000) for total claims for any one occurrence and not less than two million dollars (\$2,000,000) for total claims in the aggregate during any policy year.

Any insurance required to be provided under this Section may be in the form of blanket liability coverage so long as the blanket policy does not reduce the limits nor diminish the coverage required herein. Any and all Insurance must be provided by the tenant at no cost to the Landlord. And in the event of any claims arising from these events the burden shall be carried by the tenant.

12.4 Policy Requirements. All policies of liability insurance shall insure the performance of the Tenant, as the case may be, of the indemnity agreements contained herein and shall contain a provision that the insurance company will furnish Landlord and Tenant thirty (30) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each party shall promptly notify the other party of any asserted claim with respect to which such party is or may be indemnified against hereunder and shall deliver to such party copies of process and pleadings.

12.5 Property Insurance. Tenant shall pay for and shall maintain in full force and effect, or shall cause to be paid for and maintained in full force and effect, during the Term of this Lease a policy or policies of property insurance covering the Premises which may include endorsements of Landlord's selection, Landlord's lender or governmental authorities.

13. SIGNS. Subject to applicable law, and all agreements of record, Tenant may place signs on the Premises; *provided*, Tenant shall obtain the prior approval of Landlord as to the location of display signs on the Premises. Prior to installation or erection of any sign at the Premises, Tenant shall, at its cost, obtain all necessary consents, permits and approvals from all applicable governmental authorities. Tenant shall, at its sole cost and expense, maintain its signs in good and presentable condition and shall remove the same upon the expiration or termination of this Lease and repair any damage caused by such removal. Signs only allowed for 1 week prior to a Single event and must be removed within 2 days.

14. ASSIGNMENT, SUBLETTING, AND ENCUMBRANCES.

14.1 Landlord's Consent Required. Tenant shall not voluntarily or involuntarily, whether by operation of law or otherwise, assign, transfer, mortgage, pledge, or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof without the prior written consent of Landlord. Any attempt to assign this Lease or sublet the Premises without such consent shall be voidable by Landlord in its sole discretion and, at Landlord's election, shall constitute a Default under this Lease.

14.2 Tenant's Application to Assign or Sublease. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, Tenant shall submit to Landlord, at least 30 days prior to the proposed effective date of the assignment or sublease ("**Proposed Effective Date**"), in writing: (i) a notice of intention to assign or sublease setting forth the Proposed Effective Date (ii) the name of the proposed subtenant or assignee (iii) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises; (iv) the terms and provisions of the proposed sublease or assignment. Subject to the satisfactory review by Landlord of the required documents to be provided by Tenant as provided in this Section 14.2 Landlord's consent shall not be unreasonably withheld. Landlord will notify Tenant of its approval or disapproval of the proposed sublease or assignment 10 days prior to the Proposed Effective Date.

14.3 Assumption of Obligations. Each assignee or transferee, other than Landlord, shall assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term of this Lease, including payment of the full amount of rent set forth in the assignment or sublease. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a counterpart of such assignment which contains a covenant of assumption by the assignee reasonably satisfactory in substance and form to Landlord consistent with the above requirements (but the failure or refusal of the assignee to execute such instrument of

assumption shall not release or discharge the assignee from its liability). Notwithstanding if an assignment or sublease which occurs as a result of a sale of the Tenant's business wherein Landlord expressly releases the Tenant of its obligations under the Lease, Tenant shall no longer be jointly and severally liable for the performance of the terms of the Lease.

15. **QUIET ENJOYMENT.** Subject to the provisions of this Lease and conditioned upon performance of all of the provisions to be performed by Tenant hereunder, (a) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extension or renewals thereof which may be effected in accordance with any option thereof which is contained in the Lease, shall not be diminished or interfered with by Landlord, and Tenant's occupancy of the Premises shall not be disturbed by Landlord for any reason whatsoever during the Term of the Lease or any such extensions or renewals thereof and (b) Landlord will not join as a party defendant in any action or proceeding to foreclose the Deed of Trust or to enforce any rights or remedies of Landlord under the Deed of Trust which would cut-off, destroy, terminate or extinguish the Lease or Tenant's interest and estate under the Lease (except to the extent that Tenant's right to receive or set-off any monies or obligations owed or to be performed by any of Landlord's predecessors-in-interest shall not be enforceable thereafter against Landlord or any of Landlord's successors-in-interest).

16. **DEFAULT BY TENANT.**

16.1 **Defaults.** The occurrence of any one or more of the following events shall be deemed a default ("**Default**"):

(i) **Monetary Defaults.** Tenant shall fail to pay Rent or other amounts to Landlord when the same is due.

(ii) **Non-monetary Defaults.** Tenant shall fail to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days (except where a different period of time is specified in this Lease) after written notice by Landlord to Tenant; provided, that any such notice shall be in lieu of, and not in addition to, any statutory unlawful detainer notice provided for in the state in which the Premises are located. If the nature of such Default is such that the same cannot be cured within such 30-day period, Tenant shall not be deemed to be in Default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

16.2 **Remedies.** In the event of a Default, Landlord may elect to either terminate this Lease by giving written notice to Tenant or from time to time and without terminating this Lease (or Tenant's right to possession of the Premises), attempt to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental and upon such other terms and conditions as Landlord deems advisable.

17. **LATE CHARGES.** If any amount due hereunder from Tenant is not received by Landlord within thirty (30) days of when due, Tenant shall pay to Landlord an additional sum of one percent (1%) of the overdue amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's Default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights and remedies of Landlord under this Lease.

18. **TERMINATION.**

18.1 **For Convenience.** If Tenant, in its sole discretion, is unable to sell a sufficient number of tickets to the Event, Tenant may cancel without penalty up to forty-five (45) days prior to the Event.

18.2 **For Legal Requirements.** If Tenant is unable to obtain the necessary permitting, licensing, or satisfy any Legal Requirements, Tenant shall be released from all obligations in this Lease and shall be entitled to a return of the Deposit and any Rent paid to Landlord. If, after satisfying any Legal Requirements, governmental authorities prohibit the event from occurring, Landlord may elect not to return the Security Deposit and any rents received from Tenant.

19. **EFFECT OF CONVEYANCE.** If during the Term of this Lease Landlord sells or conveys its interest in the Premises or this Lease, then from and after the effective date of such sale, Landlord shall be released and discharged from any and all further obligations and responsibilities under this Lease, except those accrued of which Landlord has notice at the time of sale. Landlord shall provide Tenant with written notice of the sale of its interest in the Premises; provided, failure to provide such notice shall defeat the release and discharge contained in this Section 4.3.

20. **NOTICES AND PLACE FOR PAYMENT OF RENT.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To Landlord:

Lou Gigliotti
704 E Houston
Anna, TX 75409

To Tenant:

Viive Events, LLC
ATTN: Michael Pacada
495 E 1000 S
Pleasant Grove, UT 84043

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery. Rent shall be paid to Landlord at the address set forth in this Section or as otherwise directed by Landlord.

21. **MISCELLANEOUS.**

21.1 **Interpretation.** The captions by which the Sections of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease.

Whenever the context so requires, the singular shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words "Landlord," "Tenant," and "person" shall include corporations, partnerships, associations, other legal entities, and individuals. If either Party consists of more than one person, each person shall be jointly and severally liable hereunder. If any provision of this Lease shall be held to be invalid by a court, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

21.2 Agreements in Writing. It is understood that there are no oral agreements between the Parties affecting this Lease, and this Lease supersedes and cancels any and all negotiations, arrangements, brochures, agreements, representations, and understandings, if any, between the Parties or displayed by Landlord and Tenant with respect to the subject matter thereof and none thereof shall be used to interpret or construe this Lease. This Lease shall be interpreted and construed only by the content hereof, and there shall be no presumption or standard of construction in favor of or against either Party.

21.3 Headings. The Article and Section titles herein are for convenience only and do not define, limit, or construe the contents of such Articles and Sections.

21.4 Entire Instrument. All of the agreements heretofore and contemporaneously made by the Parties are contained in this Lease. Landlord has made no representation to Tenant other than those contained herein, and Tenant's reliance in entering into this Lease is based solely upon the terms, covenants, and conditions contained herein. This Lease cannot be modified in any respect except by a writing executed by Landlord and Tenant.

21.5 Severability. The invalidity or unenforceability of any provision of this Lease, as determined by a court, shall in no way affect the validity and enforceability of any of the remaining provisions hereof.

21.6 Choice of Law. This Lease shall be construed according to and governed by the laws of the State of TEXAS.

21.7 Remedies Cumulative. The various rights, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any of the others or of any right, priority, or remedy allowed or provided for by law.

21.8 Legal Costs. In the event that either Party brings or commences a legal proceeding to enforce any of the terms of the Lease, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party to be fixed by the court in the same action.

21.9 No Partnership. Landlord shall not in any way or for any purpose be deemed a partner, joint venturer, or member of any joint enterprise with Tenant.

21.10 Successors. Each and every covenant and condition of this Lease shall bind and shall inure to the benefit of the Parties and their successors. Every covenant and condition of this Lease shall be binding upon all assignees, subtenants, licensees, and concessionaires of Tenant.

21.11 Waiver of Jury Trial. Landlord and Tenant each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury under

the constitutions of the United States and the State in which the Premises are located, and each Party hereby expressly and knowingly waives and releases all such rights to trial by jury in any action, proceeding or counterclaim brought by either Party against the other (or against their officers, directors, employees, agents or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease and any dispute arising from or connected with such matter shall not be tried by jury.

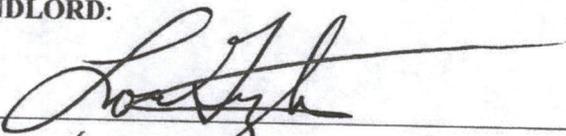
21.12 Confidentiality. In the event of a dispute under this Lease, Landlord and Tenant agree to keep both the substance and the existence of such dispute confidential except as such disclosure to third persons or entities is: (i) reasonably required to defend or prosecute such dispute; or (ii) required by law. Landlord and Tenant agree to exercise commercially reasonable efforts to maintain the confidentiality of, and not intentionally disclose, the business terms of this Lease, other than (a) as required by law, (b) to attorneys, accountants and other professionals, and (c) to entities controlling, controlled by, or under common control with Landlord or Tenant.

21.13 Counterpart Execution. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Delivery of this Lease may be accomplished by electronic facsimile reproduction or via electronic mail; if facsimile or electronic mail delivery is utilized, the electronic version shall have the same force and effect as the original.

THE SUBMISSION OF THIS LEASE FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER TO LEASE, AND THE EXECUTION OF THIS LEASE BY TENANT DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS LEASE HAS BEEN EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF LANDLORD. THE PARTIES ACKNOWLEDGE AND AGREE THAT NO NEGOTIATIONS, DOCUMENT DRAFTS OR EXECUTION OF THIS LEASE BY TENANT SHALL GIVE RISE TO ANY RIGHTS IN TENANT TO TAKE ANY ACTION IN RELIANCE UPON THIS LEASE OR TO OTHERWISE ANTICIPATE OR EXPECT THAT LANDLORD WILL SIGN THIS LEASE UNTIL IT IS IN FACT SIGNED AND DELIVERED TO BOTH OR ALL PARTIES.

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

LANDLORD:

By: 

Name: Lou C. G. Lott

Its: owner

TENANT:

Viive Events, LLC,
a Utah Limited Liability Company

By: _____

Name: _____

Its: _____

EXHIBIT A

Google Map

Checklist for this Exclusive Venue Agreement

1. Basic Info pp. 1
2. Section 1. 19. Security Deposit Amount
3. Section 2. Add google map with boundaries outlined in Exhibits
4. Section 4. Add date Term commences
5. Section 5.1. Add Security Deposit AND rent amounts
6. Section 5.2. Alcohol Sales
7. Section 5.3. Parking Sales
8. Section 24. Notice Addresses
9. Signature Page
10. Exhibit A. Site Plan (Optional)



ALERT
LEASED

LC Motorsports Track

- 1.10 mi
- 1.00 mi
- 0.90 mi
- 0.80 mi
- 0.70 mi
- 0.60 mi
- 0.50 mi
- 0.40 mi
- 0.30 mi
- 0.20 mi
- 0.10 mi
- 1.55 mi
- 1.50 mi
- 1.40 mi
- 1.30 mi
- 1.20 mi
- 1.10 mi

Graybill Rd

Graybill Rd

525

526

m Cir

(i) **Additional Rent.** If Tenant elects to hold a second event on Friday of the 48-hour term, [DATE], Tenant shall pay Landlord additional rent (the "Additional Rent") based on ticket purchases for that second event according to the following structure:

Ticket Sales	Additional Rent
0 - 3,000	\$5,000
3,001 - 3,500	\$6,000
3,501 - 4,000	\$7,000
4,001 - 5,000	\$8,500
5,001 - 6,000	\$10,000
6,001 - 7,000	\$12,000
7,001+	\$14,000

5.2 **Concessions Sales.** Tenant may operate food and drink stands at the Event ("Concessions") and shall be entitled to all of the proceeds. Landlord and Tenant agree to coordinate on Concessions as to not provide redundant food or drink options at the Event.

5.3 **Parking Sales.** Tenant shall be solely responsible for the management of the parking and the collection of payment for parking. Tenant is entitled to all proceeds from parking.

5.4 **Records and Books of Account.** If Landlord, or his representatives or agents, transact business during Tenant's events involving alcohol, parking, merchandise, concessions, Landlord shall give a full accounting and shall prepare and keep full, complete and proper books and source documents, in accordance with Generally Accepted Accounting Principles. Upon request by Tenant, Landlord must provide such accounting records and books for review by Tenant within three (3) business days.