

ESTTA Tracking number: **ESTTA294738**

Filing date: **07/10/2009**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

**Notice of Opposition**

Notice is hereby given that the following party opposes registration of the indicated application.

**Opposer Information**

Name	Hwal'Bay Ba: J Enterprises, Inc.
Granted to Date of previous extension	07/18/2009
Address	16500 E. Highway 66 Peach Springs, AZ 86434 UNITED STATES
Attorney information	J. Damon Ashcraft Snell & Wilmer LLP One Arizona Center, 400 E. Van Buren Phoenix, AZ 85004-2202 UNITED STATES dashcraft@swlaw.com,pdemello@swlaw.com Phone:602 382-6389

**Applicant Information**

Application No	77657849	Publication date	05/19/2009
Opposition Filing Date	07/10/2009	Opposition Period Ends	07/18/2009
Applicant	Raskansky, Allison 6206 W Desert Inn B Las Vegas, NV 89146 UNITED STATES		

**Goods/Services Affected by Opposition**

Class 035. First Use: 2005/03/18 First Use In Commerce: 2005/03/30 All goods and services in the class are opposed, namely: Marketing, advertising and promoting the goods and services of others in the field of travel and tourism, namely, providing information via mail and electronic mail
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**Grounds for Opposition**

Priority and likelihood of confusion	Trademark Act section 2(d)
<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Other	Applicant is not the owner of the mark

**Mark Cited by Opposer as Basis for Opposition**

U.S. Application/Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	DESTINATION GRAND CANYON and DESTINATION GRAND		

	CANYON WEST
Goods/Services	Providing various services associated with travel, tourism, sightseeing, lodging, and other related services at the Grand Canyon

Attachments	Notice of Opposition-77657849.PDF ( 69 pages )(5170854 bytes )
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### **Certificate of Service**

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/J. Damon Ashcraft/
Name	J. Damon Ashcraft
Date	07/10/2009

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of application Serial No. 77/657,849

Published in the *Official Gazette* of May 19, 2009

HWAL' BAY BA:J ENTERPRISES, INC., a  
tribally chartered corporation of, and owned  
by, the Hualapai Indian Tribe

Opposer,

vs.

ALLISON RASKANSKY

Applicant.

Opposition No.: \_\_\_\_\_

**NOTICE OF OPPOSITION**

HWAL' BAY BA:J ENTERPRISES, INC. a tribally chartered corporation of, and owned by the Hualapai Indian Tribe with its principal place of business at 16500 Highway 66, Peach Springs, Arizona, 86434 ("Opposer"), believes that it will be damaged by the registration of Trademark Application Serial No. 77/657,849 for the standard character mark DESTINATIONGRANDCANYON.COM in connection with "marketing, advertising and promoting the goods and services of others in the field of travel and tourism, namely, providing information via mail and electronic mail" in International Class 35 and hereby opposes the same.

As grounds for opposition, including grounds under the provisions of Section 1 of the Trademark Act of 1946, 15 U.S.C. §§1051, 1052, as amended, Opposer hereby alleges the following:

I. Applicant is Not the Owner of the Mark

1. The DESTINATIONGRANDCANYON.COM mark was published for Opposition on May 19, 2009.

2. On June 15, 2009, Opposer filed for and was granted a thirty (30) day extension of time to oppose the DESTINATIONGRANDCANYON.COM mark.

3. Opposer and Applicant entered into three marketing contracts (collectively the "Contracts") attached hereto as "Exhibit A" on June 1, 2005 whereby Applicant agreed to provide various marketing services for Opposer's attractions operated by Opposer along the west rim of the Grand Canyon in an area promoted as the GRAND CANYON WEST<sup>SM</sup> destination in northern Arizona. These attractions include a viewing platform known as the SKYWALK® viewing platform, a western-themed town referred to as the HUALAPAI RANCH<sup>SM</sup> village, and the general attractions located at the GRAND CANYON WEST<sup>SM</sup> facilities.

4. Upon information and belief, prior to entering into the Contracts with Opposer, Applicant filed documents with the Nevada Secretary of State to incorporate a business under the name "Destination Grand Canyon, Inc." (the "Business Name") on March 24, 2005.

5. As of March 24, 2005, Applicant had no protectable trademark rights in the term DESTINATION GRAND CANYON because the Business Name did not function to identify any service provided by Applicant to others and was unregistrable as a trademark under §45 of the Trademark Act, 15 U.S.C. §1127.

6. In approximately April of 2005, Applicant and Opposer began to meet and negotiate the marketing services that Applicant would provide for Opposer, these

negotiations eventually led to the drafting of and entering into the Contracts on June 1, 2005.

7. Until June 1, 2005, Applicant provided no services to any third party nor to Opposer, let alone any services related to “marketing, advertising and promoting the goods and services of others in the field of travel and tourism, namely, providing information via mail and electronic mail.”

8. As part of her marketing services, Applicant began to develop a website that would exclusively market Opposer’s attractions located on the west rim of the Grand Canyon.

9. Upon information and belief, the website went “live” and was first viewable to the public on or about November 2, 2005, approximately five months after Applicant and Opposer signed the Contracts.

10. The website was accessed by the domain name <destinationgrandcanyon.com> (the “Domain Name”) and trademark rights in the mark DESTINATIONGRANDCANYON.COM arose, the benefit of which all inured to Opposer, not Applicant.

11. Prior to November 2, 2005, no content was accessed by the Domain Name and the Internet page that appeared on a computer screen when the Domain Name was entered had no meaningful content and offered no services to others that were provided by Applicant.

12. From November 2, 2005 until July 1, 2009, the website accessed by the Domain Name was devoted exclusively to advertising and marketing Opposer’s

attractions located along the west rim of the Grand Canyon. Screen shots of the website as it appeared from November 2, 2005 until July 1, 2009 are attached hereto as Exhibit B.

13. The website prominently featured descriptions, photos, and information solely associated with Opposer's attractions, and the Hualapai Indian Tribe. The website's content included prominent references to attractions owned and operated by Opposer including the SKYWALK® viewing platform, the HUALAPAI LODGE<sup>SM</sup> lodge, the GRAND CANYON WEST<sup>SM</sup> facility, the HUALAPAI RIVER RUNNERS<sup>SM</sup> rafting service, and the HUALAPAI RANCH<sup>SM</sup> lodge.

14. The website also prominently featured content about the Hualapai Indian Tribe such as the official seal of the tribe that is assigned serial number 89001401 on the Native American Tribal Insignia Database at the USPTO and subject to pending trademark application serial number 77/738,391, various photographs of Hualapai tribal members in Native American dress, and various references to experiencing Hualapai culture.

15. Upon information and belief, all of the use of the mark DESTINATIONGRANDCANYON.COM related directly to the website. Pursuant to the Contracts and the relationship between Applicant and Opposer, Opposer had exclusive creative control of the content on the website and controlled the quality of the services offered and promoted on the website and associated with the mark DESTINATIONGRANDCANYON.COM. As compensation for the services rendered by Applicant pursuant to the Contracts of Exhibit A, Opposer has paid Applicant's company over 2 million dollars in compensation and development fees.

16. Because all the content on the website related to Opposer and not to Applicant, consumers associated the mark DESTINATIONGRANDCANON.COM with Opposer, not Applicant.

17. Further, consumers associated the services of “marketing, advertising and promoting the goods and services of others in the field of travel and tourism, namely, providing information via mail and electronic mail” in connection with the DESTINATIONGRANDCANYON.COM mark with Opposer, not Applicant.

18. Various third party travel review services indicate that the Domain Name is Opposer’s domain name due to the inescapable conclusion that the website and the DESTINATIONGRANDCANYON.COM mark are Opposer’s trademark and property, not Applicants. One example of such a service is a screen shot taken from a website operated by Fodor’s Travel Guides and attached hereto as Exhibit C.

19. Because consumers associate the DESTINATIONGRANDCANYON.COM trademark with Opposer, Opposer is the owner of this trademark and Applicant is not entitled to registration of a trademark that it does not own.

II. The DESTINATIONGRANDCANYON.COM Trademark is Likely to Cause Confusion with Opposer’s Trademarks DESTINATION GRAND CANYON<sup>SM</sup> and DESTINATION GRAND CANYON WEST<sup>SM</sup>

20. Opposer repeats and realleges each and every allegation contained in paragraphs 1-19 inclusive, and incorporates the same as though fully set forth herein.

21. Due to the website’s operation from November 2, 2005 until July 1, 2009, Opposer developed common law trademark rights in the marks DESTINATION GRAND

CANYON and DESTINATION GRAND CANYON WEST (“Opposer’s Trademarks”) as they relate to providing various services associated with travel, tourism, sightseeing, lodging, and other related services at the Grand Canyon.

22. Since June 1, 2005, Opposer has expended millions of dollars pursuant to the Contracts promoting Opposer’s Trademarks and through Opposer’s continuous and long standing use of Opposer’s Trademarks developed substantial goodwill in Opposer’s Trademarks.

23. Applicant was aware of Opposer, Opposer’s Trademarks, and the goodwill associated therewith when Applicant filed its trademark application.

24. Applicant began offering tourism services related to attractions, activities, and other sights at the west rim of the Grand Canyon on a new website accessed by the Domain Name that debuted on July 1, 2009, a screen shot of which is attached hereto as Exhibit D.

25. This new website advertises several attractions owned and operated by Opposer and infringes several trademarks owned by Opposer including U.S. Federal Trademark Registration No. 3,449,093 for SKYWALK®, GRAND CANYON WEST<sup>SM</sup>, WALK THE SKY<sup>SM</sup>, HUALAPAI RANCH<sup>SM</sup>, GUANO POINT<sup>SM</sup>, EAGLE POINT<sup>SM</sup>, HUALAPAI RANCH<sup>SM</sup>, and various other trademarks owned by Opposer or the Hualapai Tribe.

26. Opposer offers identical services as Applicant in connection with Opposer’s Marks,

27. The DESTINATIONGRANDCANYON.COM mark is used in the same market and associated with services in the same channels of trade as the services offered by Opposer in connection with Opposer's Marks.

28. The DESTINATIONGRANDCANYON.COM mark and Opposer's Marks both include the words DESTINATION GRAND CANYON and the only difference between the DESTINATIONGRANDCANYON.COM mark and Opposer's DESTINATION GRAND CANYON mark is the elimination of the spaces between the words and the addition of the non-source indicated top level domain extension of ".com."

29. The DESTINATIONGRANDCANYON.COM mark, if registered and used on and/or in connection with marketing, advertising and promoting the goods and services of others in the field of travel and tourism, namely, providing information via mail and electronic mail as identified in Applicant's Trademark Application Serial No. 77/657,849, would be confusingly similar in sight, sound, meaning, commercial impression and manner of use to Opposer's Marks and would be likely to cause confusion, mistake, or deception as the affiliation, connection, or association of Applicant with Opposer, or as to the origin, sponsorship, or approval of Applicant's services by Opposer.

30. Upon information and belief, allowing registration of the DESTINATIONGRANDCANYON.COM mark would allow Applicant to unfairly trade upon Opposer's substantial goodwill developed in Opposer's Marks.

### III. Applicant Committed Fraud on the United States Patent and Trademark Office

31. Opposer repeats and realleges each and every allegation contained in paragraphs 1-30 inclusive, and incorporates the same as though fully set forth herein.

32. Upon information and belief, Opposer and Applicant agreed during the negotiation of the Contracts that Opposer would own all trademarks associated with Applicant's marketing services for Opposer, including the trademark DESTINATIONGRANDCANYON.COM and this agreement was memorialized in the Contracts in specific sections affirmatively stating that Opposer, not Applicant would own these trademarks.

33. Upon information and belief, Applicant met with Opposer's Board of Directors in March of 2007 and agreed yet again that Opposer would have rights to the Domain Name, own the Domain Name, and own any trademark rights associated with the Domain Name including trademark rights to DESTINATIONGRANDCANYON.COM.

34. To memorialize this agreement relating to the trademarks set forth in the Contracts, and at the meeting in March 2007, Opposer prepared and sent to Applicant an assignment document to further establish that Opposer, not Applicant owned the trademarks DESTINATION GRAND CANYON, DESTINATION GRAND CANYON WEST, the Domain Name, and all rights associated with the Domain Name.

35. Applicant refused to sign these agreements and acknowledged that there existed a dispute as to who owned the trademarks DESTINATION GRAND CANYON, DESTINATION GRAND CANYON WEST, and DESTINATIONGRANDCANYON.COM

36. In response to a request by Applicant's former Chief Executive Officer Robert Mudd, Applicant sent a letter to Opposer on January 27, 2009 which is attached hereto as Exhibit E which explains Applicant's views regarding the Domain Name.

37. This letter contains various statements by Applicant indicating that she did not have trademark rights in DESTINATIONGRANDCANYON.COM, including statements that when she formed her company under the Business Name and registered the Domain Name that she merely intended to offer marketing services.

38. Upon information and belief, the letter indicates that Applicant did not begin to offer any marketing services until the Contracts were in place with Opposer at which time the website accessed by the Domain Name was developed and used exclusively for Opposer's benefit, thus allowing Opposer to acquire rights in Opposer's Trademarks and the trademark DESTINATIONGRANDCANYON.COM. In the letter, Applicant specifically states "as you can see the sole beneficiary of all content and materials created and paid for by GCRC is their property."

39. Upon information and belief, despite the Contracts, her meeting with Opposer's Board of Directors in 2007, and her January 27<sup>th</sup> letter, Applicant filed Trademark Application Serial No. 77/657,849 on January 27, 2009 and according to the TEAS date and time stamp, the trademark application was filed approximately 45 minutes before Applicant sent the letter set forth in Exhibit E which at the very least, indicates that Applicant was aware of Opposer's claim of ownership of Opposer's Mark and trademark rights associated with the Domain Name, including the mark DESTINATIONGRANDCANYON.COM.

40. Upon information and belief, despite Applicant's knowledge of Opposer's rights, Applicant signed a declaration under 18 U.S.C. §1001 stating that willful false statements could jeopardize the validity of application or resulting registration declared in

part that “he/she believes that applicant to be the owner of the trademark/service mark sought to be registered,” and

“to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statement on information and belief are true.”

41. Upon information and believe, Applicant had full knowledge that she was not the owner of the mark sought to be registered and that Opposer had trademark rights in the mark sought to be registered as well as Opposer’s Marks which are confusingly similar to DESTINATIONGRANDCANYON.COM.

42. In view of the foregoing, Applicant submitted a false declaration and made fraudulent statements to the United States Patent and Trademark Office and the mark DESTINATIONGRANDCANYON.COM should be refused registration on that basis as well.

WHEREFORE, Opposer prays that Application Serial No. 77/657,849 be rejected, that no registration be issued thereon in accordance with 15 U.S.C. §§ 1051 (a), 1052(d), fraud on the United States Patent and Trademark Office, and that this Opposition be sustained in favor of Opposer.

This Notice of Opposition is timely filed within one extension of time granted to Opposer by the Trademark Trial and Appeal Board. As noted in the electronic filing to which the document is attached, the undersigned has authorized payment by deposit account of the filing fee of \$300.00 for opposing an application in one class in accordance with 37 C.F.R. §2.6(a)(17).

Respectfully submitted,

SNELL & WILMER L.L.P.

Dated: \_\_\_\_\_

7/10/09

By: \_\_\_\_\_

J. Damon Ashcraft

Albert Underhill

One Arizona Center

400 East Van Buren

Phoenix, Arizona 85004-2202

(602) 382-6389 (phone)

(602) 382-6070 (fax)

Attorneys for Opposer

**CERTIFICATE OF SERVICE**

I hereby certify that on the 10<sup>th</sup> day of July, 2009, I caused the foregoing NOTICE OF OPPOSITION, pursuant to 37 C.F.R. § 2.101, to be served on the Applicant, at the correspondence address of record in the United States Patent and Trademark Office, by United States Post Office, first-class mail, postage prepaid, in an envelope addressed to:

Allison Raskansky  
6206 W Desert Inn B  
Las Vegas, NV 89146

By: Paige DeMello

Date: July 10, 2009

# EXHIBIT A

## MARKETING SERVICES AGREEMENT (SKYWALK)

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of June, 2005, between HWAL'BAY BAJ ENTERPRISES, INC., dba 'SA' NYU WA, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("SNW"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

### RECITALS:

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. SNW is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. SNW is willing to engage Company and Company is willing to provide marketing services to SNW in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SNW and Company agree as follows:

1. SCOPE OF SERVICES. Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. JOINT PERFORMANCE.

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to SNW that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.



(c) Company will lease an H2 Hummer in the Company's name. The Hummer Lease will be pre-approved by SNW and the Hummer will be wrapped in Skywalk-related marketing material and pictures approved by SNW for the term of this Agreement. Company will use the Hummer only while performing the Services.

3. **COMPENSATION**. The compensation from SNW to Company in exchange for the Services shall be as set forth in **Appendix B**, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION**. Within sixty (60) days of the execution of this Agreement, SNW agrees to provide Company with a detailed annual budget for of all of SNW's tourist and tourism related business interests, broken down into individual line items. SNW also agrees to provide Company with access to any and all of SNW's current tourist and tourism related projects. Upon Company's reasonable request, SNW will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in SNW's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of SNW for use exclusively by SNW or its designated agents and employees and shall be submitted to SNW within 5 working days after a written request from SNW, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES**.

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for SNW (the "**Personnel Director**") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three working days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.



(e) It is the purpose and intent of the provisions of this Section 5(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment. It is not the intent and purpose of this Section 5(e) to establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than SNW except with the prior approval of SNW. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to SNW's dealers, customers or vendors ("SNW Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by SNW, is made available to Company through Company's access to, or inspection of, SNW's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of SNW. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to SNW all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by SNW. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those



persons employed by SNW whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.

Agreement: (b) Conflict of Interests; Notification; Anti-Kickback. During the term of this

(1) Allison Raskansky shall not be employed by any person or entity who is a SNW Vendor;

(2) Company shall notify SNW of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any SNW Vendor; such notification to occur immediately, but no later than 5 working days following, the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any SNW Vendor for the rendering of products or services by such SNW Vendor to the Skywalk Facilities; provided, however, that Company may receive payment from a SNW Vendor, which has been disclosed to SNW in accordance with Section 6(b)(2), for marketing services provided by the Company to such SNW Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by SNW for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of SNW.

7. TERM. The term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2010, unless terminated sooner by SNW pursuant to Sections 8 and 9.

8. CONDITIONS GOVERNING TERMINATION.

(a) SNW may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

- (1) Any material breach of this Agreement by Company; or
- (2) Any default or breach by Company of any other contract between SNW and Company.



(b) At the option of SNW and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, SNW may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to Company; provided, however, in years 2009 and 2010, SNW may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on SNW's financial statements, including financial projections, then SNW may terminate this agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by SNW and not within the reasonable control of SNW. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

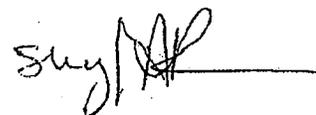
(d) In the event that the Skywalk Annual Gross Revenues do not increase by over 5% over the previous 12 month period, then SNW may terminate this Agreement after 90 days written notice to Company.

9. NOTICE AND CURE. Upon the occurrence of an Event of Default, SNW shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce SNW to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by SNW this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, SNW represents and warrants that the following statements are true and correct to the best of its knowledge: (a) SNW is an entity duly organized and validly existing; (b) SNW has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of SNW, enforceable in accordance with its terms; and (d) SNW is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of SNW.



(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between SNW and Company other than that of independent contractor. Neither party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in SNW's sole and absolute discretion, SNW may obtain the insurance required under Section 11(a) below, at the Company's sole cost and expense) and provide SNW with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage; with limits of at least:

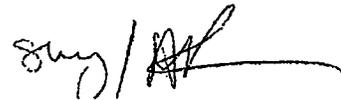
\$2,000,000 General Aggregate  
\$1,000,000 Personal and Advertising Injury Limit  
\$100,000 Fire Damage Limit (Any One Fire)  
\$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to SNW and provide 30 days advance notice to SNW of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to Section 11(a) must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have SNW and the Hualapai Indian Tribe named as an additional insured on the policies described under Section 11(a), and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon SNW's request during the term of this Agreement, Company shall provide SNW with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.



12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to SNW and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive SNW's or Hualapai Indian Tribe sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require SNW or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. SNW expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. SNW's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

- (1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and

- (2) Any money damages will be limited to the assets that are solely owned by SNW. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and
- (3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring SNW to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. ATTORNEYS' FEES. If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless SNW's approval is secured prior to the communication.

15. NO ASSIGNMENTS OR DELEGATION.

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of SNW, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of SNW, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights or benefits to parties other than SNW or Company.

17. TIME OF ESSENCE. Time is of the essence of this Agreement.

18. NOTICES. All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:



To Company: DESTINATION GRAND CANYON, INC.  
Attn.: Allison Raskansky

\_\_\_\_\_  
\_\_\_\_\_  
Fax: (702) \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To SNW: 'SA' NYU WA  
Attn.: President  
P.O. Box 359  
Peach Springs, Arizona 86434  
Fax: (928) 769-2410

With a copy to: Mark D. Ohre, Esq.  
Snell & Wilmer L.L.P.  
One Arizona Center  
Phoenix, Arizona 85004-2202  
Fax: (602) 382-6070

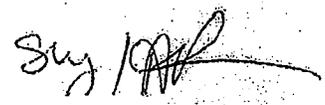
Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement and may be amended or modified only by a writing signed by duly authorized representatives of SNW and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between SNW and Company. Accordingly, the Agreement shall not be construed for or against SNW or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.



23. **FURTHER ASSURANCES.** SNW and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and SNW, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

SNW:

'SA' NYU WA, a tribally chartered corporation of,  
and owned by, the Nation

By: [Signature]  
Name: Sheri Yellowhawk  
Title: CEO

COMPANY:

DESTINATION GRAND CANYON, INC., a  
Nevada corporation

By: [Signature]  
Name: Allison Buskirk  
Title: President/CEO

[Signature]

## APPENDIX A

### SCOPE OF SERVICES

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching SNW's marketing, sales and advertising as it relates to the to-be-constructed Skywalk facility;
2. Representative shall use its best efforts to promote the Skywalk facility as a destination including the promotion of the Skywalk facility Products;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to SNW in promotional activities for Skywalk facility such as trade shows, product presentations, sales calls and other activities of the SNW with respect to the Products;
5. Representative shall report monthly to SNW concerning promotion of the Products in addition the representative will;
6. Analyze SNW's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at the Skywalk facility;
9. Create, prepare and submit to SNW for its prior approval advertising ideas and programs;
10. Prepare and submit to SNW for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.

**APPENDIX B**

**COMPANY COMPENSATION**

1. **Monthly Fee.** During the term of the Agreement, SNW shall pay Company a monthly fee of \$10,000.

2. **Reimbursable Expenses.**

(a) SNW shall pay Company's pre-approved reimbursable expenses (to the extent consistent with the approved annual expense budget) within 30 days of receipt of invoice from Company.

(b) SNW will reimburse Company for lease payments under the pre-approved Hummer Lease and costs related to the advertising wrap. Company will be responsible for the acquisition and replacement of equipment required to maintain the Hummer, the purchase of fuel, insurance, and the regular maintenance of the Hummer.

3. **Percentage of Gross Annual Sales.**

(a) **Base Revenue Amount.** The "**Base Revenue Amount**" equals \$5,000,000 and the "**Second Tier Base Amount**" equals \$10,000,000 for SNW's fiscal year ending December 31, 2005, and both will be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$5,000,000 (Base Revenue Amount) \$10,000,000 (Second Tier Base Amount)
January 1, 2006, to December 31, 2006	\$6,000,000 (Base Revenue Amount) \$12,000,000 (Second Tier Base Amount)
January 1, 2007, to December 31, 2007	\$7,000,000 (Base Revenue Amount) \$14,000,000 (Second Tier Base Amount)
January 1, 2008, to December 31, 2008	\$8,000,000 (Base Revenue Amount) \$16,000,000 (Second Tier Base Amount)
January 1, 2009, to December 31, 2009	\$9,000,000 (Base Revenue Amount) \$18,000,000 (Second Tier Base Amount)
January 1, 2010, to December 31, 2010	\$10,000,000 (Base Revenue Amount) \$20,000,000 (Second Tier Base Amount)

*SNW*

(b) SNW shall pay to Company, within thirty (30) days of the close of each month after the Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of Grand Canyon West's Skywalk Annual Gross Revenues as follows:

Skywalk Annual Gross Revenues	Percentage Paid to Company
\$0 to Base Revenue Amount	1.0%
Base Revenue Amount to Second Tier Base Amount	2.0%
Second Tier Base Amount to \$20,000,000.00	2.5%
\$20,000,001.00 to \$35,000,000.00	3.0%
\$35,000,001.00 to \$50,000,000.00	3.5%
\$50,000,001.00 and above	4.0%

(c) "Skywalk Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by Grand Canyon West from or in connection with operations of the to be constructed Skywalk facility, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc. or any affiliates; (ii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iii) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (iv) all revenues, receipts and income from federal, state and municipal grants; (v) interest accrued on amounts in operating reserve and any capital reserve, (vi) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (vii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (viii) returned deposits or refunds to customers, (ix) imputed value of goods or services furnished on a complimentary basis, and (x) proceeds of insurance. Skywalk Annual Gross Revenues shall be determined on an accrual basis.

4. Percentage of Oriental Travel and Tours Sales.

(a) OTT Base Revenue Amount. The "OTT Base Revenue Amount" will equal \$5,000,000 for SNW's fiscal year ending December 31, 2005, and be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$5,000,000

Fiscal Year	Base Revenue Amount
January 1, 2006, to December 31, 2006	\$6,000,000
January 1, 2007, to December 31, 2007	\$7,000,000
January 1, 2008, to December 31, 2008	\$8,000,000
January 1, 2009, to December 31, 2009	\$9,000,000
January 1, 2010, to December 31, 2010	\$10,000,000

(b) SNW shall pay to Company, within thirty (30) days of the close of each month after the OTT Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of OTT Skywalk Annual Gross Revenues as follows:

OTT Skywalk Annual Gross Revenues	Percentage Paid to Company
\$0 to OTT Base Revenue Amount	0.50%
OTT Base Revenue Amount to \$10,000,000.00	1.00%
\$10,000,001.00 to \$20,000,000.00	1.25%
\$20,000,001.00 to \$35,000,000.00	1.50%
\$35,000,001.00 to \$50,000,000.00	1.75%
\$50,000,001.00 and above	2.00%

(c) "OTT Skywalk Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by SNW from or in connection with the services provided by Oriental Travel and Tours, Inc. from or in connection with operations of the to be constructed Indian Village and Skywalk facility, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Skywalk Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (v) all revenues, receipts and income from federal, state and municipal grants; (vi) interest accrued on amounts in operating reserve and any capital reserve, (vii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (viii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (ix) returned deposits or refunds to customers, (x) imputed value of goods or

**MARKETING SERVICES AGREEMENT  
(WESTERN TOWN)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 15<sup>th</sup> day of June, 2005, between HWAL'BAY BAJ ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("GCRC"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

**RECITALS:**

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. GCRC is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. GCRC is willing to engage Company and Company is willing to provide marketing services to GCRC in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GCRC and Company agree as follows:

1. **SCOPE OF SERVICES.** Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. **JOINT PERFORMANCE.**

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to GCRC that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.



3. **COMPENSATION.** The compensation from GCRC to Company in exchange for the Services shall be as set forth in **Appendix B**, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION.** Within sixty (60) days of the execution of this Agreement, GCRC agrees to provide Company with a detailed annual budget for of all of GCRC's tourist and tourism related business interests, broken down into individual line items. GCRC also agrees to provide Company with access to any and all of GCRC's current tourist and tourism related projects. Upon Company's reasonable request, GCRC will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in GCRC's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of GCRC for use exclusively by GCRC or its designated agents and employees and shall be submitted to GCRC within 5 working days after a written request from GCRC, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES.**

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for GCRC (the "**Personnel Director**") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three working days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.

(e) It is the purpose and intent of the provisions of this **Section 5(e)** that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment. It is not the intent and purpose of this **Section 5(e)** to establish quotas.



If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than GCRC except with the prior approval of GCRC. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to GCRC's dealers, customers or vendors ("GCRC Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by GCRC, is made available to Company through Company's access to, or inspection of, GCRC's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of GCRC. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to GCRC all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by GCRC. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those persons employed by GCRC whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.

*Signature*

(b) Conflict of Interests; Notification; Anti-Kickback. During the term of this Agreement:

(1) Allison Raskansky shall not be employed by any person or entity who is a GCRC Vendor;

(2) Company shall notify GCRC of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any GCRC Vendor; such notification to occur immediately, but no later than 5 working days following, the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any GCRC Vendor for the rendering of products or services by such GCRC Vendor to Western Town Facilities; provided, however, that Company may receive payment from a GCRC Vendor, which has been disclosed to GCRC in accordance with Section 6(b)(2), for marketing services provided by the Company to such GCRC Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by GCRC for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of GCRC.

7. TERM. The term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2010, unless terminated sooner by GCRC pursuant to Sections 8 and 9.

8. CONDITIONS GOVERNING TERMINATION.

(a) GCRC may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

(1) Any material breach of this Agreement by Company; or

(2) Any default or breach by Company of any other contract between GCRC and Company.

(b) At the option of GCRC and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, GCRC may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to

Shy / [Signature]

Company; provided, however, in years 2009 and 2010, GCRC may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on GCRC's financial statements, including financial projections, then GCRC may terminate this Agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by GCRC and not within the reasonable control of GCRC. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

(d) In the event that GCRC's Western Town Annual Gross Revenues does not increase by over 5% over the previous 12 month period, then GCRC may terminate this Agreement after 90 days written notice to Company.

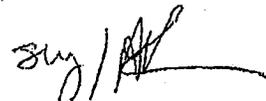
9. NOTICE AND CURE. Upon the occurrence of an Event of Default, GCRC shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce GCRC to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by GCRC this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, GCRC represents and warrants that the following statements are true and correct to the best of its knowledge: (a) GCRC is an entity duly organized and validly existing; (b) GCRC has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of GCRC, enforceable in accordance with its terms; and (d) GCRC is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of GCRC.

(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between GCRC and Company other than that of independent contractor. Neither



party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in GCRC's sole and absolute discretion, GCRC may obtain the insurance required under Section 11(a) below, at the Company's sole cost and expense) and provide GCRC with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage, with limits of at least:

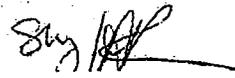
\$2,000,000 General Aggregate  
\$1,000,000 Personal and Advertising Injury Limit  
\$100,000 Fire Damage Limit (Any One Fire)  
\$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to GCRC and provide 30 days advance notice to GCRC of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to Section 11(a) must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have GCRC and the Hualapai Indian Tribe named as an additional insured on the policies described under Section 11(a); and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon GCRC's request during the term of this Agreement, Company shall provide GCRC with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.



12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to GCRC and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive GCRC's or Hualapai Indian Tribe sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require GCRC or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. GCRC expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. GCRC's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

- (1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and

- (2) Any money damages will be limited to the assets that are solely owned by GCRC. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and
- (3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring GCRC to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. **ATTORNEYS' FEES.** If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. **COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS.** Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless GCRC's approval is secured prior to the communication.

15. **NO ASSIGNMENTS OR DELEGATION.**

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of GCRC, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of GCRC, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. **NO THIRD PARTY RIGHTS.** This Agreement shall not create any rights or benefits to parties other than GCRC or Company.

17. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

18. **NOTICES.** All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:

To Company:           DESTINATION GRAND CANYON, INC.  
                                  Attn.: Allison Raskansky



\_\_\_\_\_  
\_\_\_\_\_  
Fax: (702) \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To GCRC: GRAND CANYON RESORT CORPORATION  
Attn.: President  
P.O. Box 359  
Peach Springs, Arizona 86434  
Fax: (928) 769-2410

With a copy to: Mark D. Ohre, Esq.  
Snell & Wilmer L.L.P.  
One Arizona Center  
Phoenix, Arizona 85004-2202  
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

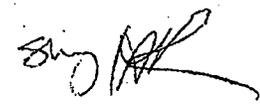
19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by a writing signed by duly authorized representatives of GCRC and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between GCRC and Company. Accordingly, the Agreement shall not be construed for or against GCRC or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.

23. **FURTHER ASSURANCES.** GCRC and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action



necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

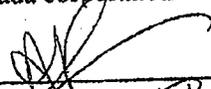
**GCRC:**

**HWAL'BAY BA:J ENTERPRISES, INC., dba  
GRAND CANYON RESORT CORPORATION, a  
tribally chartered corporation of, and owned by, the  
Nation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY:**

**DESTINATION GRAND CANYON, INC., a  
Nevada corporation**

By:  \_\_\_\_\_  
Name: Allison P. Haskins \_\_\_\_\_  
Title: President CEO \_\_\_\_\_



APPENDIX A

**SCOPE OF SERVICES**

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching GCRC's marketing, sales and advertising as it relates to the to be constructed old-west themed facility;
2. Representative shall use its best efforts to promote Grand Canyon West as a destination including the promotion of the Western Town facility Products at Grand Canyon West;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to Company in promotional activities for the Western Town facility, such as trade shows, product presentations, sales calls and other activities of GCRC with respect to the Products;
5. Representative shall report monthly to GCRC concerning promotion of the Products in addition the representative will;
6. Analyze GCRC's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at the Western Town facility;
9. Create, prepare and submit to GCRC for its prior approval advertising ideas and programs;
10. Prepare and submit to GCRC for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.

*swj / [Signature]*

**APPENDIX B**

**COMPANY COMPENSATION**

1. **Monthly Fee.** During the term of the Agreement, GCRC shall pay Company a monthly fee as follows:

Fiscal Year	Amount
June 1, 2005, to December 31, 2005	\$2,500
January 1, 2006, to December 31, 2006	\$2,500
January 1, 2007, to December 31, 2007	\$3,000
January 1, 2008, to December 31, 2008	\$3,000
January 1, 2009, to December 31, 2009	\$3,000
January 1, 2010, to December 31, 2010	\$3,000

2. **Reimbursable Expenses.** GCRC shall pay Company's pre-approved reimbursable expenses (to the extent consistent with the approved annual expense budget) within 30 days of receipt of invoice from Company.

3. **Percentage of Gross Annual Sales.**

(a) GCRC shall pay to Company, within thirty (30) days of the close of each month during 2005 and 2006, 2.5% of GCRC's Western Town Annual Gross Revenues.

(b) GCRC shall pay to Company, within thirty (30) days of the close of each month during 2007 through 2010, a percentage of GCRC's Western Town Annual Gross Revenues as follows:

Western Town Annual Gross Revenues	Percentage Paid to Company
\$0 to \$5,000,000.00	2.5%
\$5,000,001.00 to \$10,000,000.00	3.0%
\$10,000,001.00 to \$20,000,000.00	3.5%
\$20,000,001.00 and above	4.0%

(c) **"Western Town Annual Gross Revenues"** means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with operations of the to-be-constructed old-west themed facility, whether on a cash basis or credit, paid or collected,

determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc., or any affiliates; (iii) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (iv) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (v) all revenues, receipts and income from federal, state and municipal grants; (vi) interest accrued on amounts in GCRC's operating reserve and any capital reserve; (vii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (viii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (ix) returned deposits or refunds to customers, (x) imputed value of goods or services furnished on a complimentary basis; and (xi) proceeds of insurance. Western Town Annual Gross Revenues shall be determined on an accrual basis.

4. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's percentage of sales payment due at the end of January may be delayed for up to 90 days.

*Shirley [Signature]*

**MARKETING SERVICES AGREEMENT  
(GRAND CANYON WEST)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2005, between HWAL'BAY BAJ ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("GCRC"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

**RECITALS:**

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. GCRC is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. GCRC is willing to engage Company and Company is willing to provide marketing services to GCRC in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

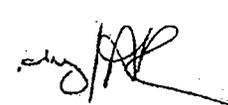
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GCRC and Company agree as follows:

1. **SCOPE OF SERVICES.** Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. **JOINT PERFORMANCE.**

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to GCRC that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.



3. **COMPENSATION.** The compensation from GCRC to Company in exchange for the Services shall be as set forth in Appendix B, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION.** Within sixty (60) days of the execution of this Agreement, GCRC agrees to provide Company with a detailed annual budget for of all of GCRC's tourist and tourism related business interests, broken down into individual line items. GCRC also agrees to provide Company with access to any and all of GCRC's current tourist and tourism related projects. Upon Company's reasonable request, GCRC will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in GCRC's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of GCRC for use exclusively by GCRC or its designated agents and employees and shall be submitted to GCRC within 5 working days after a written request from GCRC, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES.**

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for GCRC (the "Personnel Director") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three working days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.

(e) It is the purpose and intent of the provisions of this Section 5(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment by company. It is not the intent and purpose of this Section 5(e) to



establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than GCRC except with the prior approval of GCRC. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to GCRC's dealers, customers or vendors ("GCRC Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by GCRC, is made available to Company through Company's access to, or inspection of, GCRC's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of GCRC. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to GCRC all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by GCRC. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those persons employed by GCRC whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.



(b) Conflict of Interests; Notification; Anti-Kickback. During the term of this Agreement:

(1) Allison Raskansky shall not be employed by any person or entity who is a GCRC Vendor;

(2) Company shall notify GCRC of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any GCRC Vendor; such notification to occur immediately, but no later than 5 working days following, the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any GCRC Vendor for the rendering of products or services by such GCRC Vendor to Grand Canyon West; provided, however, that Company may receive payment from a GCRC Vendor, which has been disclosed to GCRC in accordance with Section 6(b)(2), for marketing services provided by the Company to such GCRC Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by GCRC for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of GCRC.

7. TERM. Unless terminated sooner by GCRC pursuant to Sections 8 and 9, the term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2007; provided, however, that, unless terminated sooner by GCRC pursuant to Sections 8 and 9, this Agreement shall automatically extend for an additional 12 month period, through and including December 31, 2010, in the event that GCRC's Average Annual Growth Rate is greater than 17.2%. For purposes of this Section 7, "Average Annual Growth Rate" means the average percentage increase in Annual Gross Revenues for the period commencing January 1, 2006, to the most recent year end, as determined by GCRC in accordance with GAAP.

8. CONDITIONS GOVERNING TERMINATION.

(a) GCRC may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

(1) Any material breach of this Agreement by Company; or

(2) Any default or breach by Company of any other contract between GCRC and Company.

(b) At the option of GCRC and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, GCRC may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to Company; provided, however, in years 2009 and 2010, GCRC may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on GCRC's financial statements, including financial projections, then GCRC may terminate this Agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by GCRC and not within the reasonable control of GCRC. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

(d) In the event that Grand Canyon West's Gross Revenues does not increase by over 5% over the previous 12 month period, then GCRC may terminate this Agreement after 90 days written notice to Company.

9. NOTICE AND CURE. Upon the occurrence of an Event of Default, GCRC shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce GCRC to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by GCRC this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, GCRC represents and warrants that the following statements are true and correct to the best of its knowledge: (a) GCRC is an entity duly organized and validly existing; (b) GCRC has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of GCRC, enforceable in accordance with its terms; and (d) GCRC is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of GCRC.



(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between GCRC and Company other than that of independent contractor. Neither party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in GCRC's sole and absolute discretion, GCRC may obtain the insurance required under Section 11(a) below, at the Company's sole cost and expense) and provide GCRC with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage, with limits of at least:

- \$2,000,000 General Aggregate
- \$1,000,000 Personal and Advertising Injury Limit
- \$100,000 Fire Damage Limit (Any One Fire)
- \$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to GCRC and provide 30 days advance notice to GCRC of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to Section 11(a) must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have GCRC and the Hualapai Indian Tribe named as an additional insured on the policies described under Section 11(a), and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon GCRC's request during the term of this Agreement, Company shall provide GCRC with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.

## 12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to GCRC and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive GCRC's or Hualapai Indian Tribe's sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require GCRC or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. GCRC expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. GCRC's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

(1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and



(2) Any money damages will be limited to the assets that are solely owned by GCRC. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and

(3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring GCRC to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. ATTORNEYS' FEES. If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless GCRC's approval is secured prior to the communication.

15. NO ASSIGNMENTS OR DELEGATION.

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of GCRC, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of GCRC, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights or benefits to parties other than GCRC or Company.

17. TIME OF ESSENCE. Time is of the essence of this Agreement.

18. NOTICES. All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:



To Company: DESTINATION GRAND CANYON, INC.  
Attn.: Allison Raskansky

\_\_\_\_\_  
\_\_\_\_\_  
Fax: (702) \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To GCRC: GRAND CANYON RESORT CORPORATION  
Attn.: President  
P.O. Box 359  
Peach Springs, Arizona 86434  
Fax: (928) 769-2410

With a copy to: Mark D. Ohre, Esq.  
Snell & Wilmer L.L.P.  
One Arizona Center  
Phoenix, Arizona 85004-2202  
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement and may be amended or modified only by a writing signed by duly authorized representatives of GCRC and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between GCRC and Company. Accordingly, the Agreement shall not be construed for or against GCRC or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.



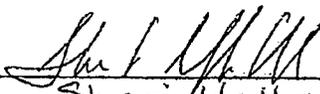
23. **FURTHER ASSURANCES.** GCRC and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

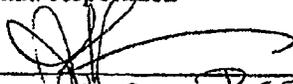
**GCRC:**

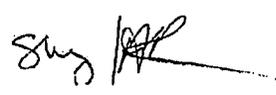
**HWAL'BAY BA:J ENTERPRISES, INC.,** dba  
GRAND CANYON RESORT CORPORATION, a  
tribally chartered corporation of, and owned by, the  
Nation

By:   
Name: Sheri Yellow Hawk  
Title: CEO

**COMPANY:**

**DESTINATION GRAND CANYON, INC.,** a  
Nevada corporation

By:   
Name: Allison Roskowsky  
Title: President & CEO



APPENDIX A

**SCOPE OF SERVICES**

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching GCRC's marketing, sales and advertising as it relates to GCRC's tourism related business interests;
2. Representative shall use its best efforts to promote Grand Canyon West as a destination including the promotion of the Products at Grand Canyon West;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to Company in promotional activities for Grand Canyon West such as trade shows, product presentations, sales calls and other activities of GCRC with respect to the Products;
5. Representative shall report monthly to GCRC concerning promotion of the Products in addition the representative will;
6. Analyze GCRC's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at Grand Canyon West;
9. Create, prepare and submit to GCRC for its prior approval advertising ideas and programs;
10. Prepare and submit to GCRC for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.

*SW* 

**APPENDIX B**

**COMPANY COMPENSATION**

1. **Monthly Fee.** During the term of the Agreement, GCRC shall pay Company a monthly fee as follows:

From	Through and Including	Amount
June 2005	December 2007	\$4,000.00
January 2007	December 2010	\$5,000.00

In the event that the Agreement continues beyond December, 2010, GCRC and Company shall endeavor to agree to a monthly fee arrangement.

2. **Percentage of Gross Annual Sales.**

(a) **Base Revenue Amount.** The "Base Revenue Amount" will equal \$6,000,000 for GCRC's fiscal year ending December 31, 2005, and be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$3,000,000
January 1, 2006, to December 31, 2006	\$3,600,000
January 1, 2007, to December 31, 2007	\$4,200,000
January 1, 2008, to December 31, 2008	\$4,800,000
January 1, 2009, to December 31, 2009	\$5,400,000
January 1, 2010, to December 31, 2010	\$6,000,000

(b) GCRC shall pay to Company, within thirty (30) days of the close of each month after the Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of Grand Canyon West's Annual Gross Revenues as follows:

Annual Gross Revenues	Percentage Paid to Company
\$0 to Base Revenue Amount	0.0%
Base Revenue Amount to \$20,000,000.00	1.0%

\$20,000,001.00 to \$40,000,000.00	0.8%
\$40,000,001.00 to \$60,000,000.00	0.6%
\$60,000,001.00 and above	0.4%

(c) “Annual Gross Revenues” means all revenues, receipts and income of any kind derived directly by Grand Canyon West from or in connection with Grand Canyon West’s business, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc. or any affiliates; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC’s operating reserve and any capital reserve, (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. Annual Gross Revenues shall be determined on an accrual basis.

3. Percentage of Oriental Travel and Tours Sales.

(a) GCRC shall pay to Company, within thirty (30) days of the close of each month after the OTT Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of GCRC OTT Annual Gross Revenues as follows:

OTT Annual Gross Revenues	Percentage Paid to Company
\$0 to \$180,000 (the <u>“OTT Base Revenue Amount”</u> )	0.0%
OTT Base Revenue Amount and above	0.2%

(b) “OTT Annual Gross Revenues” means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with the services provided by Oriental Travel and Tours, Inc. at Grand Canyon West, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility;

(iv) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve; (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. OTT Annual Gross Revenues shall be determined on an accrual basis.

4. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's percentage of sales payment, due at the end of January may be delayed for up to 90 days.

A handwritten signature in black ink, appearing to be 'Smyl' followed by a stylized flourish.

OTT Base Revenue Amount and above	0.2%
-----------------------------------	------

(b) OTT Annual Gross Revenues. "OTT Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with the services provided by Oriental Travel and Tours, Inc. at Grand Canyon West, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. OTT Annual Gross Revenues shall be determined on an accrual basis.

2. Hualapai Lodge and Hualapai River Operations.

2.1 Monthly Fee. During the term of the Agreement, GCRC shall pay Company a monthly fee for marketing services rendered on behalf of Hualapai Lodge and Hualapai River Operations in the amount of \$3,500. In the event that the Agreement continues beyond December 2010, GCRC and Company shall endeavor to agree to a monthly fee arrangement.

2.2 Percentage of Hualapai Lodge and Hualapai River Operations Sales.

(a) HLR Base Revenue Amount. The "HLR Base Revenue Amount" will equal, in the aggregate, for Hualapai Lodge and Hualapai River Operations' fiscal quarters ending on March 31, 2006, June 30, 2006, September 30, 2006, and December 31, 2006, the following:

Fiscal Quarter	Base Revenue Amount
First Quarter 2006 (January 1, 2006, to March 31, 2006)	\$322,416
Second Quarter 2006 (April 1, 2006, to June 30, 2006)	\$1,619,902

Third Quarter 2006 (July 1, 2006, to September 30, 2006)	\$1,768,549
Fourth Quarter (October 1, 2006, to December 31, 2006)	\$TBD

(b) Bonus. GCRC shall pay to Company, within sixty (60) days after the end of each fiscal quarter, a bonus equivalent to the lesser of (i) \$10,500 multiplied by the Year-To-Year Revenue Percentage, or (ii) \$10,500 multiplied by the Highest Revenue Percentage.

(c) Year-To-Year Revenue Percentage. The "Year-To-Year Revenue Percentage" means the percent, rounded to the nearest tenth of a percent, by which HLR Aggregate Quarterly Gross Revenues for the most recent fiscal quarter exceed the HLR Base Revenue for the same fiscal quarter in the previous year.

(d) HLR Aggregate Quarterly Gross Revenues. "HLR Aggregate Quarterly Gross Revenues" means the aggregate of all revenues, receipts and income of any kind derived directly (i) by Hualapai Lodge, and (ii) from Hualapai River trips, as of the fiscal quarter ending on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, or December 31<sup>st</sup> of the calendar year, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from federal, state and municipal grants; (ii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (iii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (iv) proceeds from the sale, condemnation or other disposition of non-inventory assets; (v) returned deposits or refunds to customers, (vi) imputed value of goods or services furnished on a complimentary basis, and (vii) proceeds of insurance. HLR Aggregate Quarterly Gross Revenues shall be determined on an accrual basis.

(e) Highest Revenue Percentage. The "Highest Revenue Percentage" means the percent, rounded to the nearest tenth of a percent, by which HLR Aggregate Quarterly Gross Revenues for the most recent fiscal quarter exceed the highest HLR Aggregate Quarterly Gross Revenues for the same fiscal quarter in the previous three (3) calendar years.

3. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's monthly payment due at the end of January may be delayed for up to 90 days.

## CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Intellectual Property Assignment Agreement (the "Agreement") is made and entered into as of the date that last signature is affixed hereto (the "Effective Date") between DESTINATION GRAND CANYON, INC., a Nevada Corporation ("Assignor"), 'SA' NYU WA, INC., a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("SNW"), and HWAL'BAY BA:J ENTERPRISES, INC., a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe (collectively, "Assignee").

### RECITALS:

A. Assignee and SNW previously entered into Marketing Services Agreements ("Previous Agreements") with Assignor on June 1, 2005 wherein Assignor agreed to provide various marketing services for Assignee and SNW related to an area known as the "Grand Canyon West" located on the Hualapai Indian Reservation.

B. The Previous Agreements state that all patents, trademarks, copyrights, trade secrets, and all other intellectual property rights that are created by Assignor for Assignee and SNW pursuant to the Previous Agreements are owned entirely by Assignee and SNW and Assignee would like to now confirm that such intellectual property rights are completely vested in Assignee and SNW depending on whether the services were performed for Assignee or SNW as set forth in the Previous Agreements.

C. Assignor, Assignee, and SNW also desire that any future patents, trademarks, copyrights, trade secrets, and all other intellectual property that arise during Assignor's performance of services under the Previous Agreements are owned entirely by Assignee and SNW.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, SNW, and Assignee agree as follows:

1. Assignor by these presents sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, free and clear of all liens or other encumbrances, the full and exclusive right to any existing or future patents, trademarks, service marks, specifically including the trademarks DESTINATION GRAND CANYON WEST, and DESTINATION GRAND CANYON, (collectively the "Trademarks"), the goodwill associated with the Trademarks, copyrights, and renewals and/or extensions thereof, specifically including any and all copyrights embodied within software and associated source code and object code used for the website accessed by the domain name <destinationgrandcanyon.com> and all variations or any other derivative or similar software designs, and all rights corresponding thereto throughout the world that relate to or result from any services provided under the Previous Agreements (collectively "Intellectual Property"), as well as any rights Assignor may have acquired by virtue of its use of the Intellectual Property, including any and all legal and equitable causes of action for any past, present, or future infringement or unauthorized use of the Intellectual Property and the right to recover for all damages for such infringements.

2. Assignor agrees to transfer the domain name <destinationgrandcanyon.com> and identify and transfer any other domain names confusingly similar to the Trademarks to Assignee within 10 (ten) days of the Effective Date.

3. Assignor hereby agrees, upon request of Assignee and SNW, and without further compensation, to promptly provide Assignee and SNW with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee and SNW, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes and testifying on Assignee's and SNW's behalf about this Agreement.

4. Assignor agrees to not use or adopt any trademarks, service marks, domain names, or other source identifiers that are confusingly similar to the Trademarks after the Effective Date unless specifically authorized in writing by Assignee.

5. The parties to this Agreement agree and expressly acknowledge that they have had ample opportunity to review this Agreement and fully understand its terms and conditions. The parties further agree that this Agreement should not be interpreted against any one party or parties solely because that party(s) was primarily responsible for the drafting of this Agreement. Should any one section of this Agreement be found to be invalid or unenforceable, that section shall be stricken from this Agreement and the remainder of this Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Intellectual Property Assignment to be executed as of the date first set forth below by their duly authorized representatives.

**ASSIGNOR:**

DESTINATION GRAND CANYON, INC.

By: Allison Raskansky

\_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
County of Clark        )

On this \_\_\_ day of February, 2009, before me, a notary public in and for said county, appeared Allison Raskansky, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

ASSIGNEE:

SNW

'SA' NYU WA, INC., a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe

By: Robert Mudd, CEO

\_\_\_\_\_  
STATE OF ARIZONA            )  
  ) ss.  
County of Mohave            )

On this \_\_\_ day of February, 2009, before me, a notary public in and for said county, appeared Robert Mudd, CEO of 'SA' NYU WA, INC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**ASSIGNEE:**

HWAL'BAY BA:J ENTERPRISES, INC., a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe

By: Robert Mudd, CEO

---

STATE OF ARIZONA        )  
                                  ) ss.  
County of Mohave        )

On this \_\_\_ day of February, 2009, before me, a notary public in and for said county, appeared Robert Mudd, CEO of HWAL'BAY BA:J ENTERPRISES, INC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

---

Notary Public

My commission expires:

---

# DESTINATION

Grand Canyon West

- HOME
- HUALAPAI NATION
- PHOTO GALLERY
- CONTACT
- DIRECTIONS TO GRAND CANYON WEST
- DIRECTIONS TO LODGE AND RAFTING
- POINTS OF INTEREST AT GRAND CANYON WEST
- DRIVE YOURSELF AND CREATE YOUR OWN ADVENTURE
- TOURS AND EXCURSIONS
- GRAND CANYON SKYWALK
- GRAND CANYON WHITE WATER RAFTING
- OVERNIGHT PACKAGES

## Grand Canyon West the destination of choice

### EAGLE POINT



**POPULAR SCIENCE**  
Award Recipient

**Skywalk**  
The vision of the Skywalk was to enable visitors to walk beyond the canyon walls, becoming surrounded by the Grand Canyon while standing at the edge of the Glass Bridge. This Glass Bridge suspended more than 4,000 feet above the Colorado River on the very edge of Grand Canyon West. Balancing a balance between form and function, the bridge gives us a 360-degree view of the canyon that the Hualapai Tribe has graciously offered.

### Indian Village

The Grand Canyon Resort Corporation (owned entirely by the Hualapai Tribe) introduces Creations by Native Hands, featuring handcrafted authentic Native American jewelry and crafts. The Village consists of the smallest village of its kind in the Hualapai Reservation. Other Arizona Tribes and Navajo have been successful in their attempts to create such a village.

### GUANO POINT



### HUALAPAI RANCH

**A Wild West Experience**  
Step into the Old West! At the Hualapai Ranch you'll find a true Wild West experience. The ranch is a working cattle ranch and offers a variety of activities for visitors. Enjoy a horse ride, a cowboy dinner, and a night of entertainment. The ranch is a true Wild West experience and offers a variety of activities for visitors.

### THINGS TO SEE AND DO





# DESTINATION

## Grand Canyon West



HOME

HUALAPAI NATION

PHOTO GALLERY

CONTACT

DIRECTIONS TO GRAND CANYON WEST

DIRECTIONS TO LODGE AND RAFTING

DRIVE YOURSELF AND CREATE YOUR OWN ADVENTURE

TOURS AND EXCURSIONS

GRAND CANYON SKYWALK

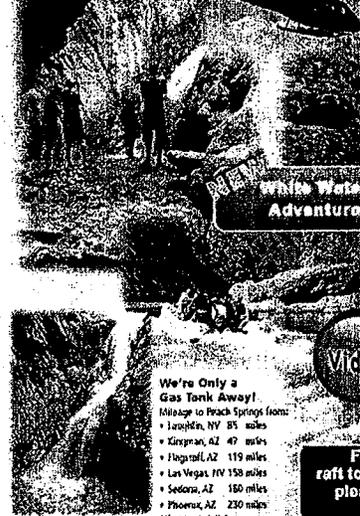
GRAND CANYON WHITE WATER RAFTING

OVERNIGHT PACKAGES

## The Only One-Day Grand Canyon Whitewater Raft Trip

Rafts Depart from Peach Springs, Arizona on Historic Route 66 a new adventure awaits you!

Directions



**HELICOPTER FLIGHT**  
4,000 feet up to the top of the Grand Canyon Rim  
(weather permitting)

**White Water Adventure**

**Reserve Now**

### Rafting, Hiking and Exploring in the Grand Canyon

\$249 + \$79 transportation fee

Embark on a day of adventure and tranquility. Experience the Colorado River the Hualapai way. Begin to explore the Grand Canyon walls over the white water rapids of the Colorado River. Hike up to Toverste Falls with your experienced guide as you hear about the history and culture of the native people. Enjoy lunch along the banks of the river while looking for local wildlife. Conclude day with a smooth water ride viewing the towering canyon from a unique perspective. Complete your adventure with a helicopter flight up to the top of Grand Canyon West, home of the Skywalk. Ground transportation will return you to Peach Springs, the capital of the Hualapai Reservation. All this in just one day!



**Add a Day at Grand Canyon West.** Other package options available. See the Drive Yourself page for more information.

**We're Only a Gas Tank Away!**  
Distance to Peach Springs from:  
• Iazoffin, NY 85 miles  
• Kingman, AZ 47 miles  
• Flagstaff, AZ 119 miles  
• Las Vegas NV 158 miles  
• Sedona, AZ 160 miles  
• Phoenix, AZ 230 miles

**Video**

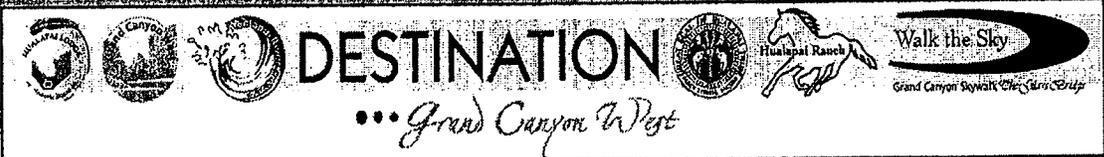
**For an all inclusive raft tour with transportation please click here or call 1-877-716-WEST**

**Our River Guides & Motor Boats**

Our guides are experienced and knowledgeable. They will provide every tip and trick to make your trip an unforgettable one.

**FOR RAFTING RESERVATIONS & INFORMATION**  
Call 1-877-716-WEST or 888-259-3550  
www.grandcanyonwest.com

\*The Colorado River is a natural resource. It is not to be used for anything other than the purpose for which it was intended. The Hualapai Reservation is not responsible for any damage to the river or its banks caused by the use of motor boats or other watercraft.



- HOME
- HUALAPAI NATION
- PHOTO GALLERY
- CONTACT
- DIRECTIONS TO GRAND CANYON WEST
- DIRECTIONS TO LODGE AND RAFTING
- GRAND CANYON SKYWALK
- GRAND CANYON WHITE WATER RAFTING
- OVERNIGHT PACKAGES **All Inclusive**

find the perfect adventure by air, land or water  
**ALL INCLUSIVE TOUR PACKAGES FROM LAS VEGAS**

**BY HELICOPTER, BOAT AND SKYWALK from \$467**

Motorcoach with Helicopter, Boat and Skywalk - This tour departs Las Vegas and...  
 Helicopter with Helicopter, Boat and Skywalk - This tour departs Las Vegas and...  
 Helicopter with Helicopter, Boat and Skywalk - This tour departs Las Vegas and...

**BY GIQUINDI COACH HUMMER VAN from \$197**

Motorcoach with Helicopter, Boat and Skywalk - This tour departs Las Vegas and...  
 Helicopter with Helicopter, Boat and Skywalk - This tour departs Las Vegas and...  
 Helicopter with Helicopter, Boat and Skywalk - This tour departs Las Vegas and...

**DESTINATION**  
... Grand Canyon West

HOME HUALAPAI NATION PHOTO GALLERY CONTACT DIRECTIONS TO GRAND CANYON WEST DIRECTIONS TO LODGE AND RAFTING

BOUNDS OF HUALAPAI IN GRAND CANYON WEST DRIVE YOURSELF AND CREATE YOUR OWN ADVENTURE TOURS AND EXCURSIONS

GRAND CANYON SKYWALK GRAND CANYON WHITE WATER RAFTING JOYRNIIGHT PACKAGE

### THE HUALAPAI NATION

The Hualapai are a native people of the Southwest. Traditionally, they inhabited an area of more than five million acres. Their homeland stretched from the Grand Canyon Southward to the Bill Williams and Santa Maria rivers, and from the Black Mountains eastward to the pine forests of the San Francisco Peaks. Primarily nomadic hunter-gatherers, the Hualapai were organized in bands. Each band occupied a defined territory in pursuit of seasonally available wild plants and animals. Farming was also practiced in locations where adequate water was available.



Skillful traders, the Hualapai engaged in commerce with groups far and wide. They exchanged meat for corn, pumpkins, and squash grown by Mojave Indians along the Colorado River. They traded hides to the Havasupai of the Grand Canyon for cultivated crops. They even exchanged specialized products - bird mesquite, red yucca, and exquisite basketry - to their native people as far away as the Pacific Coast and the Rio Grand Valley. The material culture of the Hualapai reflected their nomadic lifestyle. Moving on foot, the Hualapai carried few belongings. They used stone tools, ground their food on stones found at each resting point, and cooked in pottery vessels. The people ate wild foods such as cactus, yucca, fruits, pinon nuts, agave hearts and mesquite beans. They also indulged in small mammals, prong-horn, deer and mountain sheep.

As needed, the Hualapai assembled shelters from readily available materials including brush and earth. The Hualapai built simple thatched brush and bark dome houses at each camp for shade in summer and sturdier, mud-plastered huts in winter. Men used sweat lodges both for curing and as clubhouses; women entered them less frequently, primarily for healing.



### THE HUALAPAI SEAL

The Great Spirit created Man and Woman in his own image. In doing so, both were created as equals, both depending on each other in order to survive. Great respect was shown for each other, in doing so, happiness and contentment was achieved, then as it should be now.

The connecting of the Hair makes them one person, for happiness or contentment cannot be achieved without each other.

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Hotels	Category: Tours Location: West Rim	Discount flights to Phoenix (round-trip) Expedia \$129+
Entertainment	Fodor's Review: Shuttle bus, helicopter, boat trips, and food are available at the West Rim. Visitors aren't allowed to travel in their own vehicles once they reach the West Rim, but must purchase tour packages on Grand Canyon West Tours. For an extra cost you can add a helicopter trip into the canyon, a boat trip on the Colorado, or a walk on the Skywalk. Depending on the package you purchase, Hualapai guides will take you to canyon viewpoints (Quarter Master, Eagle Point, and Guano Point) and Hualapai Ranch (western town) or the Indian	<input type="checkbox"/> Check hotel rates and airfares around the world
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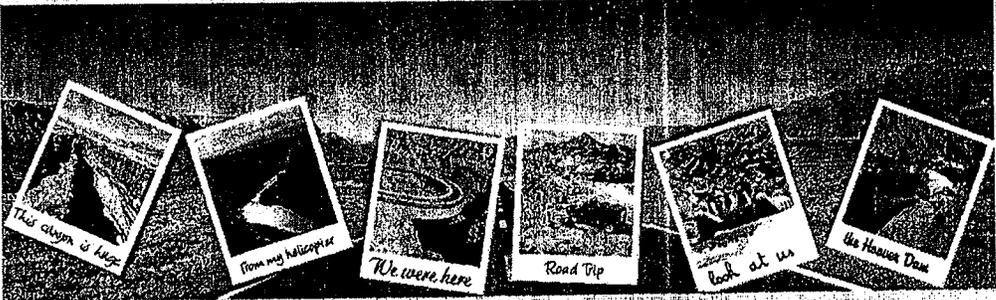
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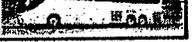
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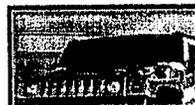


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EXHIBIT E

DESTINATION  
\*\*\* Grand Canyon

To whom it may concern:

I was recently asked to elaborate on the founding of DestinationGrandCanyon.com and Destination Grand Canyon Inc. While I was still working at Sundance Helicopters in 2005 as the Marketing Director, I decided that it was time after nearly 20 years experience promoting and selling Grand Canyon West, I was ready to open my own marketing firm. In preparation of starting this business I registered the domain name DestinationGrandCanyon.com and the corporation Destination Grand Canyon Inc with the intent of offering marketing my 20 years of expertise in tourist services to clients.

Several tourism related companies had expressed the desire to contract my services so I was looking into different possibilities of starting the operation with different clients when I was approached by the previous Management of GCRC to do the marketing for Grand Canyon West, The Skywalk and The Hualapai Ranch.

At the time that we began to market on behalf of GCRC, the domain name Grandcanyonwest.com was not available so we hosted the web pages for GCRC. The domain Grandcanyonresort.com was also forwarded to our domain at that time so that the customers would be responded to in a timely manner. While the management worked towards obtaining Grandcanyonwest.com web page content was designed and created by Destination Grand Canyon and paid for by GCRC. A few weeks ago the new Management of GCRC approached our firm for an explanation as to the ownership of the domain we use to promote our client or clients.

Grandcanyonwest.com is now owned by GCRC and is directed to the domain destinationgrandcanyon.com. If requested, these pages of content can be transferred or mirrored to Grandcanyonwest.com, the domain which was purchased by the previous management. Printing materials and other marketing strategies are directed to our web site so that when clients click GrandCanyonWest.com they are directed to our web and attended to.

We have almost 2 years remaining on our contract. During these 2 years, all advertising and promotions will publish grandcanyonwest.com allowing GCRC to retrieve the forward at any time but allowing Destination Grand Canyon to maintain and respond to clients needs.

As you can see the sole beneficiary of all content and materials created and paid for GCRC is their property and could be used if desired for many years to come.  
Respectfully Yours

Allison Raskansky  
President/CEO  
Destination Grand Canyon Inc.

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