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

| | |
|------------------------|--|
| Proceeding | 91190998 |
| Party | Plaintiff Hwal'Bay Ba: J Enterprises, Inc. |
| Correspondence Address | 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 |
| Submission | Opposition/Response to Motion |
| Filer's Name | J. Damon Ashcraft |
| Filer's e-mail | dashcraft@swlaw.com,pdemello@swlaw.com |
| Signature | /J. Damon Ashcraft/ |
| Date | 09/08/2009 |
| Attachments | 91190998.OpposerResp2M2Suspend.PDF (68 pages)(3574710 bytes) |

**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.: 91190998

**OPPOSER'S RESPONSE TO APPLICANT'S MOTION TO SUSPEND
PROCEEDING**

Opposer, Hwal' Bay Ba:J Enterprises, Inc. ("HBE") hereby responds to Applicant's Motion to Suspend Proceeding (the "Motion") dated and served upon Opposer's undersigned counsel by first class mail on August 18, 2009. This response is submitted on or before the due date of September 8, 2009¹ and is therefore timely.

Opposer respectfully requests that the Motion be denied because the outcome of the arbitration will not resolve the issue of registrability of Applicant's mark and suspension frustrates judicial economy which is contrary to the purpose of the suspension procedure.

Applicant asserts that the contracts between Opposer and Destination Grand Canyon, Inc. ("Destination"), and specifically Section 12 of those contracts, state that all

¹ Per 37 C.F.R. §§2.127, 2.119(c), and 1.7 this response is due September 8, 2009 as Opposer had twenty days to respond to Applicant's Motion, which caused the due date to be September 7, 2009, Labor Day, a federal holiday which extended the due date to the next business day, September 8, 2009.

disputes between the parties must be resolved by binding arbitration. However, on the contrary, an arbitrator cannot determine whether or not Applicant is awarded a federal trademark registration, only the United States Patent and Trademark Office (“USPTO”) can. That is why Opposer filed the Opposition before the Trademark Trial and Appeal Board (the “Board”). To interpret Section 12 as precluding an action before the Board on a matter that only the Board can decide is incorrect.

With respect to Applicant’s additional arguments, Opposer notes that suspension under 37 C.F.R. § 2.117 is never automatic merely because a civil action is pending between the parties. In fact, the Board has noted the permissive language of “may” in Section 2.117 and denied suspension on numerous occasions if the particular circumstances warranted it. *Boyd’s Collection Ltd. v. Herrington & Co.*, 65 U.S.P.Q.2d 2017, 2018 (T.T.A.B., 2003). Opposer requests that the Board exercise its discretion and deny the Motion because the issue of registrability would not be decided in the arbitration, the issues of fraud should be decided immediately, and it would be more judicially efficient to allow both cases to proceed.

The Trademark Trial and Appeal Board Manual of Procedure directs the Board to only consider suspension if the case may have a bearing on the case before the Board. *TBMP §510.02*. However, both the TBMP and the code of federal regulations make suspension optional in order for the Board to determine whether or not suspending a particular case would meet the overall policy behind suspension, promoting judicial economy. In the present case, due to the extremely limited overlap between the Opposition and the arbitration, the Board should use its discretion and deny the Motion.

Arbitration Case No. 79-147-Y-000104-09 styled *Destination Grand Canyon, Inc. v. Hwal’ Bay Ba:J Enterprises, Inc.* (the “Arbitration”) has little to do with the issues

raised in the Opposition. As the Board can readily ascertain from reviewing the pleadings, the Arbitration deals primarily with breach of contract, breach of covenant of good faith and fair dealing, intentional interference with contractual relations, business defamation, intentional misrepresentation, common law fraud, breach of contract, breach of implied covenant of good faith and fair dealing, tortious interference with contractual relations, conversion, commercial misappropriation, extortion, embezzlement, and Destination's demands for an accounting. A copy of the Notice of Election to Proceed to Arbitration is attached hereto as Exhibit A.

Opposer answered Destination's Arbitration claims and raised several counterclaims concerning alleged kickbacks, breach of contract, and certain claims related to trademark infringement. The trademark infringement claims relate principally to Destination's infringement of numerous trademarks owned by Opposer and Opposer's sole shareholder, the Hualapai Indian Tribe (such as SKYWALK®, GRAND CANYON WESTSM, HUALAPAI RIVER RUNNERSSM, HUALAPAI RANCHSM, and others). Opposer also asserted counterclaims alleging Destination's fraud and breach of contract related to the domain name <destinationgrandcanyon.com>

A small number of counterclaims relate to common law rights in the trademarks DESTINATION GRAND CANYON and related marks (the "Destination Marks"). However, neither Opposer nor Applicant has asked the arbitrator to decide claims related to a federal trademark application or fraud on the USPTO. As such, any final decision by the arbitrator would not determine whether or not Applicant's mark is registrable as certain critical issues such as fraud are not being decided in the Arbitration.

Further, from a public policy standpoint, suspending the Opposition allows Applicant to benefit from her fraud on the USPTO. The Board has taken an aggressive

stance on fraud and routinely ruled that fraudulent actions taken by an applicant or registrant will void a trademark registration. *Medinol Ltd. v. Neuro Vasx, Inc.*, 2003 T.T.A.B. LEXIS 227; 67 U.S. P. Q. 2d 1205 (T.T.A.B., 2003) citing *General Car and Truck Leasing Systems, Inc. v. General Leaseways, Inc.* Canc. No. 14,870 (T.T.A.B., 1998). Further, the Board has recognized that “it is in the public interest....to prohibit registration procured or maintained by fraud.” *Treadwell’s Drifters, Inc., v. Marshak*, 18 U.S.P.Q.2d 1318, 1320 (T.T.A.B. 1990).

Denying the Motion supports the public policy set forth in *Treadwell’s Drifters, Inc.* because fraud and determining whether it took place is such a pivotal issue to the USPTO and the public as a whole. Applicant should not be allowed to file a trademark application by making numerous false and misleading statements to the USPTO, then file an Arbitration against Opposer, and then request that the Opposition be suspended in order for Applicant to have the benefit of her pending trademark application as long as possible. Instead, the Board should use the discretion given to it by the permissive language of 37 C.F.R. §2.117 and deal with this important issue as soon as possible. Denying the Motion to ensure a quick decision on the fraud issue affirms the Board’s stance against fraud by dealing with the issue promptly.

Granting the Motion is contrary to the overall policy behind suspension. As the Board knows, the policy behind suspension is to promote judicial economy and prevent duplicative litigation. In the present case, granting the Motion hinders judicial economy and will force the kind of back to back proceedings suspension is supposed to avoid.

Opposer believes that it would be best to have the Board, who are experts in trademark law and already familiar with trademark law and the issues presented, decide technical trademark issues such as who used the mark first and did that use constitute

“use” as defined by the Lanham Act. The issues related to the Destination Marks are a very small portion of the Arbitration and are well suited to be decided by the Board, the government appointed experts in trademark law. The arbitrator can then use the guidance from the Board to determine any remaining issues that may be similar. This would be a much more efficient and economical way for Opposer, Applicant, and Destination to decide this dispute. This is especially the case given the myriad of other issues already before the arbitrator and noted above.

The Arbitration is anticipated to be a complex and lengthy proceeding that will force both litigants to expend a substantial amount of time and money. In fact, during a recent scheduling conference, Destination’s attorneys were unable to persuade the arbitrator to agree to resolve the Arbitration within four months as that time was believed to be way too short to flesh out all the issues. In all likelihood, the Arbitration could proceed for a very long time while the Opposition could be efficiently resolved as set forth in the current Opposition schedule or even possibly by Accelerated Case Resolution (“ACR”).

As the Board knows, ACR is designed to promote judicial economy before the Board. Opposer may have an interest in ACR in this particular case as achieving an expeditious resolution would promote judicial economy and reduce the overall time and money that Applicant and Opposer spend on this dispute. Specifically, Opposer believes it may be advantageous to participate in ACR to obtain a decision on registrability of Applicant’s mark. If a decision from the Board can be obtained quickly by ACR, it could benefit the arbitrator and more expeditiously resolve the overall dispute between Opposer, Applicant, and Destination.

In essence, Opposer asks the Board to allow the Opposition to continue so that the Board can use its expertise to determine certain issues related to ownership of a federal trademark registration, likelihood of confusion, and fraud on the PTO. These decisions from the Board will help guide the arbitrator in making a decision about various technical trademark matters that are only a small part of a much more complex case involving numerous contract claims.

Therefore, in order to truly promote judicial economy and achieve the goals of suspension practice, Opposer respectfully requests that the Board use the leeway it was given in determining whether or not a suspension is appropriate and deny Applicant's Motion.

Respectfully submitted,

SNELL & WILMER L.L.P.

Dated: _____

9/18/09

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 8th day of September, 2009, I caused the foregoing OPPOSER'S RESPONSE TO APPLICANT'S MOTION TO SUSPEND PROCEEDING, pursuant to 37 C.F.R. § 2.101, to be served on Applicant's counsel, 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:

Mark G. Tratos, Esq.
Lisa J. Zastrow, Esq.
Greenberg Traurig, L.L.P.
Suite 400 North 3773 Howard Hughes Parkway
Las Vegas, Nevada 89109

By: Page S. DeMello

Date: September 8, 2009

EXHIBIT A

RECEIVED
JUN 18 2009
SNELL & WILMER

1 MARK TRATOS (NV Bar 1086)
2 LISA ZASTROW (NV Bar 9727)
3 LESLIE GODFREY (NV Bar 10229)
4 GREENBERG TRAURIG, LLP
5 3773 Howard Hughes Pkwy, Ste 400 North
6 Las Vegas, Nevada 89169
7 Telephone: (702) 792-3773
8 Facsimile: (702) 792-9002
9 *Counsel for Plaintiff*

10 DESTINATION GRAND CANYON, INC.,
11 a Nevada corporation,
12 Plaintiff,

13 vs.

14 HWAL'BAY BA:J ENTERPRISES, INC.,
15 dba 'Sa' Nyu Wa, a tribally chartered
16 corporation of, and owned by, the Hualapai
17 Indian Tribe; and HWAL'BAY BA: J
18 ENTERPRISES, INC., dba GRAND CANYON
19 RESORT CORPORATION, a tribally chartered
20 corporation of, and owned by, the Hualapai
21 Indian Tribe,
22 Defendants

NOTICE OF ELECTION TO PROCEED TO ARBITRATION

23 Pursuant to § 12 of three separate Marketing Services Agreements between Hwal'Bay BA:J
24 Enterprises, Inc., dba 'Sa' Nyu Wa, a tribally chartered corporation of, and owned by, the Hualapai
25 Indian Tribe, Hwal'Bay BA:J Enterprises, Inc, dba Grand Canyon Resort Corporation, a tribally
26 chartered corporation of, and owned by, the Hualapai Indian Tribe (hereinafter collectively referred
27 to as "Hwal'Bay BA:J Enterprises, Inc." and/or "Defendants") and Destination Grand Canyon, Inc.,
28 (hereinafter "DGC") each dated June 1, 2005 (at times collectively the "Marketing Agreements";
separately, Skywalk, Western Town and Grand Canyon West), Hwal'Bay BA:J Enterprises, Inc. is
hereby notified that Destination Grand Canyon Inc., a Nevada corporation, by and through its
attorney of record, the law firm of GREENBERG TRAURIG, LLP, elects to proceed to an
arbitration of the dispute between the parties as to the following causes of action against Hwal'Bay
BA:J Enterprises, Inc.:

GENERAL ALLEGATIONS

1. On or about June 1, 2005, DGC entered into three separate Marketing Agreements
with Hwal'Bay BA:J Enterprises, Inc. for the purpose of marketing and promoting tours and

1 tourism related to a number of projects at or near Las Vegas, NV, including Grand Canyon West,
2 located within the Hualapai Indian Reservation. *See Marketing Agreements attached hereto as*
3 *Exhibits 1, 2 and 3.*

4 2. Pursuant to the Marketing Agreements, DGC's scope of service included, *inter alia*,
5 consulting, marketing, design and preparation, sales and advertising (collectively "Marketing
6 Services"). *See Appendix A to each Marketing Agreements.*

7 3. In exchange for the Marketing Services provided to Hwal'Bay BA:J Enterprises, Inc.
8 by DGC, Hwal'Bay BA:J Enterprises, Inc., would compensate DGC with a monthly fee, expenses
9 and a percentage of gross annual sales, as detailed in Appendix B on each of the Marketing
10 Agreements. *See Appendix B to each Marketing Agreement.*

11 4. In effectuating the Marketing Agreements, DGC set up a "call center" whereby DGC
12 promoted and sold tours and other packages.

13 5. Hwal'Bay BA:J Enterprises, Inc. was obligated to compensate DGC for call center
14 expenses and sales.

15 6. DGC performed the Marketing Services required by the Marketing Agreements for
16 several years until approximately the summer of 2008 when Hwal'Bay BA:J Enterprises, Inc. began
17 interfering with DGC's ability to perform. Specifically, the Hwal'Bay BA:J Enterprises, Inc. failed
18 to support DGC's marketing efforts; began negotiating sales directly without the participation of
19 DGC; and excluded DGC from critical marketing information, opportunities and efforts.

20 7. Hwal'Bay BA:J Enterprises, Inc. failed to compensate DGC pursuant to the
21 Marketing Agreements for work performed by DGC prior to Hwal'Bay BA:J Enterprises, Inc.
22 frustrating the Agreements.

23 8. Additionally, Hwal'Bay BA:J Enterprises, Inc. instructed vendors with whom DGC
24 had prior relationships not to do business with DGC, and further acted to prevent DGC from
25 receiving payment for work performed on marketing contracts unrelated to the Marketing
26 Agreements with Hwal'Bay BA:J Enterprises, Inc.

27 9. Hwal'Bay BA:J Enterprises, Inc.'s actions in defaming DGC to other vendors, as
28 well as frustrating the Marketing Agreements, caused the termination of the call center operation

1 and has additionally caused harm to the ongoing business of DGC.

2 10. Hwal'Bay BA:J Enterprises, Inc.'s act in frustrating the Marketing Agreements cut
3 short the completion of the Marketing Agreements by, at least, 21 months.

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract**

6 11. DGC repeats and realleges each and every allegation contained in paragraphs 1
7 through 10 inclusive, and incorporate the same as though fully set forth herein.

8 12. DGC entered into three valid and existing Agreements with the Hwal'Bay BA:J
9 Enterprises, Inc.

10 13. DGC performed each and every obligation pursuant to the contracts.

11 14. To the extent DGC failed to perform obligations pursuant to the Agreements, DGC's
12 performance was excused as a result of Defendants' frustrating the purpose of the Agreements.

13 15. Defendants breached its obligations pursuant to the Agreements by, including but not
14 limited to the following:

- 15 a. withholding monthly fees and royalties owed to DGC in violation of the terms of the
16 parties' agreement and without justification;
- 17 b. failing to support DGC's marketing efforts, by conducting direct sales negotiations
18 without the participation of DGC, and by excluding DGC from critical marketing
19 opportunities and efforts;
- 20 c. instructing vendors with which DGC had prior relationships, not to do business with
21 DGC, and preventing DGC from receiving payment for work performed on
22 marketing contracts unrelated to the Marketing Agreements with Defendants; and
- 23 d. directly contacting vendors and subcontractors to work directly with them rather than
24 through DGC as required by the Agreements.

25 16. DGC incurred significant damages as a result of Defendants' breaches of the
26 Agreements in an amount to be proven at arbitration.

27 *////*

28 *////*

1 17. DGC has been forced to retain legal services of Greenberg Traurig in order to
2 prosecute this action and is entitled to recover reasonable attorneys' fees and costs of suit incurred
3 herein.

4 **SECOND CAUSE OF ACTION**

5 **Breach of the Covenant of Good Faith and Fair Dealing**

6 18. DGC repeats and realleges each and every allegation contained in paragraphs 1
7 through 17 inclusive, and incorporate the same as though fully set forth herein.

8 19. DGC entered into several valid and existing Agreements the Hwal'Bay BA:J
9 Enterprises, Inc..

10 20. Defendants owed a duty of good faith to DGC.

11 21. Defendants withheld monthly fees and royalties owed in an effort to force DGC to
12 improperly transfer its trade name, trademark and domain name to the community.

13 22. Additionally, Defendants breached its duty of good faith to DGC by acting in a
14 manner that was unfaithful to the purpose of the contract by, including, but not limited to the
15 following:

- 16
- 17 a. withholding monthly fees and royalties owed to DGC in violation of the terms of the
 - 18 parties' agreement and without justification;
 - 19 b. failing to support DGC's marketing efforts, by conducting direct sales negotiations
 - 20 without the participation of DGC, and by excluding DGC from critical marketing
 - 21 opportunities and efforts;
 - 22 c. instructing vendors with which DGC had prior relationships, not to do business with
 - 23 DGC, and preventing DGC from receiving payment for work performed on
 - 24 marketing contracts unrelated to the Marketing Agreements with Hwal'Bay BA:J
 - 25 Enterprises, Inc.; and
 - 26 d. directly contacting vendors and subcontractors to work directly with them rather than
 - 27 through DGC as required by the Agreements.
 - 28

1 23. DGC's justified expectations were thus denied.

2 24. DGC sustained damages in an amount in an amount to be proven at arbitration as a
3 result of DGC's breach of the covenant of good faith and fair dealing.

4 25. DGC has been forced to retain the services of Greenberg Traurig in order to
5 prosecute this action and is entitled to recover reasonable attorneys' fees and costs of suit incurred
6 herein.
7

8 **THIRD CAUSE OF ACTION**

9 **Intentional Interference with Contractual Relations**

10 26. DGC repeats and realleges each and every allegation contained in paragraphs 1
11 through 28 inclusive, and incorporates the same as though fully set forth herein;

12 27. A contractual relationship existed between DGC and several marketing
13 vendor/contractors.

14 28. Defendants knew of this contractual relationship.

15 29. Defendants committed intentional acts intended or designed to disrupt the
16 contractual relationship.
17

18 30. As a result of Defendants' actions these vendors failed to pay DGC for work
19 completed pursuant to that contractual relationship.

20 31. DGC was damaged in an amount to be proven at arbitration.

21 32. DGC has been forced to retain the services of Greenberg Traurig in order to
22 prosecute this action and is entitled to recover reasonable attorneys' fees and costs of suit incurred
23 herein.
24

25 **FOURTH CAUSE OF ACTION**

26 **Intentional Interference with Prospective Economic Advantage**

27 33. DGC repeats and realleges each and every allegation contained in paragraphs 1
28

1 through 35 inclusive, and incorporates the same as though fully set forth herein.

2 34. A contractual relationship existed between DGC and several marketing
3 vendor/contractors.

4 35. Defendants knew of this contractual relationship.

5 36. Defendants committed intentional acts intended or designed to disrupt the
6 contractual relationship.

7 37. As a result of Defendants, these vendors ceased use of DGC's services.

8 38. DGC was damaged in an to be proven at trial.

9 39. DGC has been forced to retain the services of Greenberg Traurig in order to
10 prosecute this action and is entitled to recover reasonable attorneys' fees and costs of suit incurred
11 herein.

12
13 **FIFTH CAUSE OF ACTION**

14 **(Business Defamation)**

15 40. DGC repeats and realleges each and every allegation contained in paragraphs 1
16 through 42 inclusive, and incorporates the same as though fully set forth herein.

17 41. Hwal'Bay BA:J Enterprises, Inc. made false and defamatory statements of fact
18 imputing DGC's lack of fitness for trade, business or profession to several vendor/contractors with
19 whom DGC maintained contractual relationships.

20 42. Defendants negligently or willfully made these statements.

21 43. DGC sustained damages as a result of these statements in an amount to be proven at
22 arbitration.

23 44. DGC has been forced to retain the services of Greenberg Traurig in order to
24 prosecute this action and is entitled to recover reasonable attorneys' fees and costs of suit incurred
25 herein.

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GREENBERG TRAUERIG, LLP
3773 Howard Hughes Parkway
Suite 500 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-5902

SIXTH CAUSE OF ACTION

(Accounting)

1
2
3 45. DGC repeats and realleges each and every allegation contained in paragraphs 1
4 through 47 inclusive, and incorporates the same as though fully set forth herein;

5 46. DGC entered into three valid and existing Agreements with Defendants.

6 47. The Agreements provide that DGC would be compensated with a percentage of
7 Defendants' gross annual sales.
8

9 48. The Agreements further provide that upon DGC's reasonable request Defendants
10 would provide DGC with all documents and information necessary to fulfill these Agreements.

11 49. Thus, by implication, DGC is entitled to an accounting of Defendants' gross annual
12 sales to insure the compensation portion of the Agreements is properly met.

13 50. DGC requested an accounting of gross annual sales from Defendants, but to date no
14 accounting has been provided.
15

16 51. DGC has been forced to retain the services of Greenberg Traurig in order to
17 prosecute this action and is entitled to recover reasonable attorneys' fees and costs of suit incurred
18 herein.

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GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway
Suite 500 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

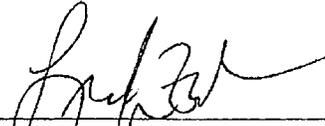
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WHEREFORE, Destination Grand Canyon Inc., demands the following:

1. A full and complete accounting of Defendants gross annual sales;
2. An award in the amount of all past due fees and appropriate percentage of gross income;
3. An award for anticipated future fees and appropriate percentage of gross income;
4. An award of damages for an amount to be proven at trial, together with interest thereon;
5. An award of attorneys fees and costs incurred in the prosecution of this matter;
6. Other and further relief as the Arbitrator may deem just and proper.

DATED this 15 day of June, 2009.

GREENBERG TRAURIG, LLP

By: 

MARK TRATOS (NV Bar 1086)
LISA ZASTROW (NV Bar 9727)
LESLIE GODFREY (NV Bar 10229)
3773 Howard Hughes Pkwy, Ste 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002
Counsel for Plaintiff

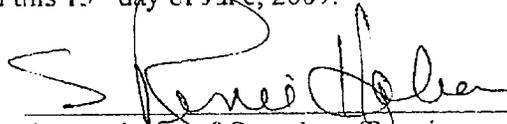
1 CERTIFICATE OF MAILING

2 Pursuant to NRCP 5(b), I hereby certify that service of the foregoing NOTICE OF
3 ELECTION TO PROCEED TO ARBITRATION was made this date by depositing a true and
4 correct copy of the same for mailing with first class postage fully prepaid at Las Vegas, Nevada.
5 addressed to the following:

6 Hwal' Bay IBA:J Enterprises, Inc.
7 887 Highway 66
8 Peach Springs, AZ 86434

9 J. Damon Ashcraft
10 Snell & Wilmer
11 One Arizona Center
12 Phoenix, AZ 85004-2202

13 Dated this 15th day of June, 2009.

14 
15 An employee of Greenberg Fraurig

GREENBERG FRAURIG, LLP
3772 Howard Hughes Parkway
Suite 500 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3173
Facsimile: (702) 792-9002

EXHIBIT 1

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

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 15th 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.**

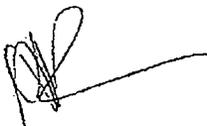
(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(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.

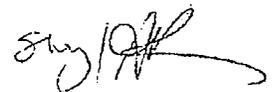
6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(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:

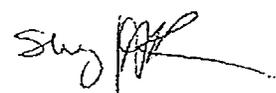
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Limit (Any One Fire)
\$5,000 Medical Expense Limit (Any One Person)

(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.

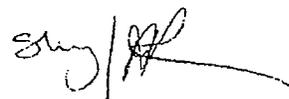
(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of GCRC, which may be withheld in its sole discretion.

(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

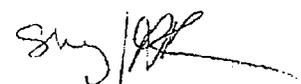
Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

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.



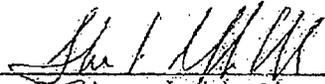
23. **FURTHER ASSURANCES.** GCRC and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

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.

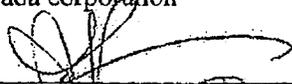
GCRC:

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

By: 
Name: Sheri Mellow Hawk
Title: CEO

COMPANY:

DESTINATION GRAND CANYON, INC., a
Nevada corporation

By: 
Name: Allison Raskansky
Title: President & CEO

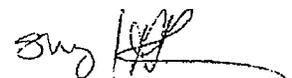


APPENDIX A

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.



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;

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(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.

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| | |
|-----------------------------------|------|
| 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 31st, June 30th, September 30th, or December 31st 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.

EXHIBIT 2

**MARKETING SERVICES AGREEMENT
(SKYWALK)**

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 '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.

(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 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.

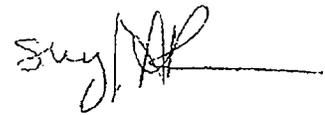
(d) In the event that the Skywalk Annual Gross Revenues do not increase by over 5% over the previous 12 month period, then SNW may terminate this Agreement after 90 days written notice to Company.

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

A handwritten signature in black ink, appearing to be "SNW" followed by a stylized flourish or initials.

- (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.

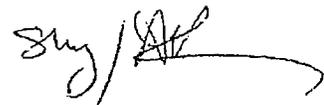
(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of SNW, which may be withheld in its sole discretion.

(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 LLP
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.



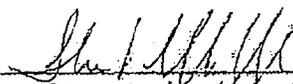
23. **FURTHER ASSURANCES.** SNW and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

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: 
Name: Sheri Yellowhawk
Title: CEO

COMPANY:

DESTINATION GRAND CANYON, INC., a
Nevada corporation

By: 
Name: Allison Boskangwa
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 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

services furnished on a complimentary basis, and (xi) proceeds of insurance. OTT Skywalk Annual Gross Revenues shall be determined on an accrual basis.

5. Annual Audit. SNW 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.

Aug / 2011

Hi. Jim,

THIS IS THE CORRECTED
VERSION.

APPENDIX B

COMPANY COMPENSATION

1. **Grand Canyon West.**

1.1 **Monthly Fee.** During the term of the Agreement, GCRC shall pay Company a monthly fee for marketing services rendered on behalf of Grand Canyon West 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.

1.2 **Percentage of Grand Canyon West Sales.**

(a) **GCW Base Revenue Amount.** The "GCW Base Revenue Amount" will equal \$6,000,000 for Grand Canyon West'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 | \$7,200,000 |
| January 1, 2007, to December 31, 2007 | \$8,400,000 |
| January 1, 2008, to December 31, 2008 | \$9,600,000 |
| January 1, 2009, to December 31, 2009 | \$10,800,000 |
| January 1, 2010, to December 31, 2010 | \$12,000,000 |

(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 GCW Annual Gross Revenues as follows:

EXHIBIT 3

**MARKETING SERVICES AGREEMENT
(WESTERN TOWN)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 15th 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.**

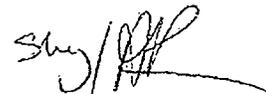
(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(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.

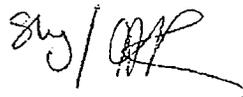
6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(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.



(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



- (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.

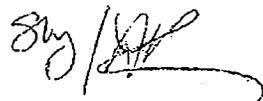
(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of GCRC, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall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

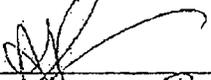
GCRC:

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

By: 
Name: SHERI YELLOWHAWK
Title: CEO GCRC

COMPANY:

DESTINATION GRAND CANYON, INC., a
Nevada corporation

By: 
Name: Allison Williamson
Title: President CEO

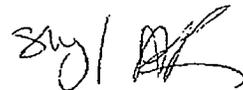


APPENDIX A

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.



1. On or before Friday, March 13, 2009, HBE shall make payment to Company in the amount of \$72,859.16 which represents commissions owed to Company under the Previous Agreements.

2. On or before Monday, March 16, 2009, Company shall provide to HBE a detailed accounting ("Monthly Accounting") for all monthly fees associated with the call center and any other monthly charge to HBE that is not a commission payment as set forth in Paragraph 1 that Company believes it is entitled to under the monthly invoice previously submitted to HBE for March, 2009. The Monthly Accounting shall include, but is not necessarily limited to, the number of people answering the phones, number of calls received, the number of days during the month that the call center is operating, the hourly rate of employees who work at the call center, and other variable expenses such as the cost of phone lines, etc. Further, the Monthly Accounting shall also include a breakdown of any non-commission fees charged that are not related to the call center such as fees for marketing and promoting the Skywalk, promotions at any trade shows or similar events, analysis of HBE's current products and services, product development and implementation, sales training, creation and design of advertising ideas and programs, preparation of cost estimates, and obtainment of advertising space. HBE shall submit payment to Company within 15 (fifteen) days of receiving the Monthly Accounting. If HBE objects to any explanation of the charges contained within the Monthly Accounting, it must notify Company within 15 (fifteen) days of such objection and provide Company with written notification of its objection. Company and HBE shall then negotiate in good faith an amicable resolution to HBE's objection and HBE shall pay Company as soon as commercially practical after such objection has been resolved. Company shall provide a Monthly Accounting for all similar invoices submitted in the future for non-commission charges owed under the Previous Agreement and Company and HBE shall be comply with the terms set forth in this paragraph regarding payment within 15 (fifteen) days of receipt of the Monthly Accounting, and any objections to the Monthly Accounting.

3. HBE and Company agree that the call center shall operate at least until April 4, 2009. HBE shall pay Company for the call center until the call center ceases operation on April 4, 2009.

4. HBE and Company agree that the Previous Agreements shall remain in full force and effect and that all the terms contained within the Previous Agreements are still applicable unless specifically modified herein, that Company shall continue to provide the Services as Defined in Appendices A of the Previous Agreements, and HBE shall continue to pay for Services rendered pursuant to the Appendices B of the Previous Agreements, including payment of Monthly Fees and Percentages for Gross Annual Sales for the Hualapai Lodge and the Hualapai River Operations.

5. Raskansky agrees to assign all rights in the Trademark Application to HBE by executing the Assignment Document attached hereto as "Exhibit D" on the Effective Date. Company agrees and expressly acknowledges that violation of this Paragraph 5 shall be a material breach of this Agreement and allow HBE to terminate the Previous Agreements as set forth in Paragraph 12.

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,



MUTUAL WAIVER OF DEFAULT AND SETTLEMENT AGREEMENT

This Mutual Waiver of Default and Settlement 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 ("Company"), ALLISON RASKANSKY, a Nevada Resident ("Raskansky"), and HWAL'BAY BA:J ENTERPRISES, INC., a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe, and 'SA' NYU WA, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe. (collectively "HBE").

RECITALS:

A. Company previously entered into three Marketing Services Agreements ("Previous Agreements") with HBE on June 1, 2005, copies of which are attached hereto as Exhibits "A," "B," and "C" and incorporated herein by reference, wherein Company agreed to provide various marketing services ("Services") for HBE related to an area known as the "Grand Canyon West" located on the Hualapai Indian Reservation.

B. In the course of performing the Services, Company developed a website accessed by the domain name DESTINATIONGRANDCANYON.COM (the "Domain Name") and Raskansky filed U.S. Trademark Application No. 77/657,849 on January 27, 2009 in the United States Patent and Trademark Office to register the mark DESTINATIONGRANDCANYON.COM (the "Trademark Application").

C. Raskansky filed the Trademark Application and listed herself as the "applicant" and "owner" of the mark sought to be registered in the Trademark Application and the Company currently is the registrant and controls all access to the Domain Name.

D. HBE objected to the Company's continued registration of the Domain Name and Raskansky's filing of the Trademark Application; moreover, HBE considers these actions to be a default of the Previous Agreements and considered terminating the Previous Agreements due to Company's default of those Previous Agreements.

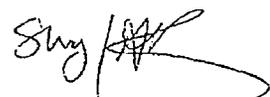
E. In consideration for Company's and Raskansky's compliance with the terms set forth herein, HBE is willing to waive any default claim that is related to the filing of the Trademark Application and registration of the Domain Name.

AGREEMENT:

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

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.

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

6. Company agrees to transfer the Domain Name to HBE by providing HBE with the username and password for the Domain Name within 5 (five) days of the Effective Date. Further, Company agrees to cooperate with HBE and take any future actions as reasonably necessary to effectuate the transfer of the Domain Name to HBE. Company agrees and expressly acknowledges that violation of this Paragraph 6 shall be a material breach of this Agreement and allow HBE to terminate the Previous Agreements as set forth in Paragraph 12.

7. Company agrees that any and all software used to create and operate the website accessed by the Domain Name, including object code, source code, and the copyrights embodied within belong to HBE and Company warrants that it may assign such rights to HBE as set forth herein. To effectuate the following, Company hereby assigns the copyrights existing now or created in the future that are embodied within the source code and object code used for the website, derivatives and extensions thereof to HBE, and agrees to take other actions and sign other documents to effectuate HBE's ownership interest in and possible registration of these copyrights.

8. HBE agrees that Company may continue to identify itself as "Destination Grand Canyon, Inc." until the last of the Previous Agreements terminate at which time Company shall be given 30 (thirty) days to change its name to a name not including the terms "Destination" and "Grand Canyon" or terms that are likely to be confused with the foregoing terms. While Company may use "Destination Grand Canyon" as its corporate name, it may not use this name as a trademark and any use of "Destination Grand Canyon" as a trademark shall be considered a material breach of this Agreement. HBE and Company agree that should Company have to change its name as set forth herein, Company shall not be obligated to change its name on existing contracts that were executed before the Previous Agreements were terminated. Company and Raskansky may not adopt any name that is identical to or confusingly similar to any trademark owned or licensed by HBE.

9. Company acknowledges that any trademark rights embodied within the Trademark Application or existing in the marks DESTINATION GRAND CANYON or DESTINATION GRAND CANYON WEST have been or are already owned by HBE. However, for the avoidance of any doubt, Company does hereby sell, assign and transfer to HBE, and its successors and assigns, the entire right, title and interest in the trademarks DESTINATION GRAND CANYON, DESTINATIONGRANDCANYON.COM, DESTINATION GRAND CANYON WEST, and any other trademarks conceived by Company and used exclusively by HBE in connection with the Services, together with the goodwill symbolized by the aforementioned trademarks, as well as any rights Company may have acquired by virtue of its use of the trademarks, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of said trademarks and the right to recover for all damages for such infringements, such trademarks to be held and enjoyed by HBE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Company had this Agreement not been made.

10. HBE hereby waives, and releases Company, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, successors and assigns of any claim of default of the Prior Agreements that resulted solely from the Trademark Application and Company's registration of the Domain Name. Company, for itself, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, and employees, does hereby release and forever discharges HBE, its employees and agents, successors and assigns, of and from any and all claims, demands, debts, damages, liabilities, expenses, actions, and causes of action which it has, had, or may have as of the Effective Date relating to the subject matter of this Agreement. Nothing in this paragraph shall constitute a waiver of default of any other obligation or duty owed by Company to HBE that is not related to the Trademark Application and Domain Name.

11. Company hereby waives, and releases HBE, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, successors and assigns of any claim of default of the Previous Agreements that resulted solely HBE's non-payment for the Services rendered by Company. HBE, for itself, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, and employees, does hereby release and forever discharges Company, its employees and agents, successors and assigns, of and from any and all claims, demands, debts, damages, liabilities, expenses, actions, and causes of action which it has, had, or may have as of the Effective Date relating to the subject matter of this Agreement. Nothing in this paragraph shall constitute a waiver of default of any other obligation or duty owed by HBE to Company that is not related to payment for Services under the Previous Agreement.

12. Raskansky and Company expressly acknowledge that their violation of this Agreement shall allow HBE to terminate the Previous Agreements immediately if such violation is not cured as set forth herein. Specifically, GCRC shall submit written notice of the default to Company (a "Notice of Default"). Company shall have thirty (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 thirty (30) days after receipt of the Notice of Default.

13. 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 the Hualapai Indian Tribe's sovereign immunity (ii) require arbitration, other than as agreed to in the Previous Agreements, 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.

14. In the event it is necessary for any party to this Agreement to institute an action to interpret or enforce this Agreement, or to preclude the purported violation of this

Agreement, the prevailing party in such action shall be entitled to reimbursement of reasonable costs, expenses, and attorneys' fees.

15. 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.

16. This Agreement shall be binding upon and inure to the benefit of the parties, the parties, officers, directors, employees, and agents, their respective successors, assigns and licensees, and any corporation or partnership that owns or controls, or is owned or controlled by either party.

17. If part of this Agreement is held unenforceable or invalid, it shall not affect the enforceability of the other parts of the Agreement or the total Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Waiver of Default and Settlement Agreement to be executed as of the date first set forth below by their duly authorized representatives.

COMPANY:

DESTINATION GRAND CANYON, INC.

By: Allison Raskansky

STATE OF NEVADA)
) ss.
County of Clark)

On this __ day of March, 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 she acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My commission expires:
