

Draft 1/13/2010
LETTER OF INTENT
CARSON CITY DIGITAL MEDIA LAB

This LETTER OF INTENT is entered into this ____ day of _____, 2010, by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as "Carson City"), the Carson City Redevelopment Authority, a redevelopment agency organized pursuant to Chapter 279 of the Nevada Revised Statutes (hereinafter referred to as "RDA"), the Eagle World Media, Inc., a corporation (hereinafter referred to as "Eagle World Media") and Carson Nugget, Inc./Hop and Mae Adams Foundation/Mae B. Adams Trust (hereinafter referred to as "Carson Nugget entities") and hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Carson City desires to promote and support the development of downtown Carson City; and

WHEREAS, Carson City has the resources to develop the Carson City Digital Media Lab (hereinafter referred to as "Lab") which will promote and support the development of downtown Carson City; and

WHEREAS, the RDA also desires to promote and support the development of downtown Carson City as set forth in the Redevelopment Plan adopted by the Carson City Board of Supervisors; and

WHEREAS, the RDA intends to provide support and assist in the development of the Lab to the extent authorized pursuant to Chapter 279 of the Nevada Revised Statutes as the location of the Lab is within the jurisdiction of the RDA and would promote and support the development of downtown Carson City; and

WHEREAS, the Carson Nugget entities desire to develop real property owned or controlled by the Carson Nugget entities (hereinafter referred to as "the Property"); and

WHEREAS, Eagle World Media has extensive experience in supporting the operations of digital media labs.

NOW THEREFORE, the Parties set forth as follows:

1. Carson Nugget entities intend to provide the Property as the location for the development and construction of the Lab.
2. Carson City intends to develop the Lab on the Property provided by the Carson Nugget entities.

3. RDA intends to provide support and assistance in the development of the Lab to the extent authorized pursuant to Chapter 279 of the Nevada Revised Statutes. RDA intends to pursue grant or other resource funding for the operational costs for establishing and managing the Lab.

4. Eagle World Media intends to provide business and operations support for the Lab after the Lab is developed by Carson City and the RDA on the Property.

5. Carson City and RDA intend to provide to Eagle World Media proof of financing and other pertinent agreements currently existing or which will be finalized after this Letter of Intent is signed for the sole purpose of identifying prospective partners and production companies who will utilize the Lab. Eagle World Media agrees that the documents provided by Carson City and RDA will not be used for any purpose other than those purposes associated with the Lab.

6. NOTICES. All written notices under this Letter of Intent shall be delivered to the following individuals at the addresses stated:

Paul Siegel
Eagle World Media, Inc.

Larry Werner, City Manager
201 N. Carson Street
Carson City, NV 89701

Steve Neighbors
Carson Nugget Inc.

7. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

8. INDEMNIFICATION. To the fullest extent of limited liability as set forth in Section 7 of this Agreement, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

The indemnification obligation under this Section is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless the other Party as to any attorneys' fees and costs for the indemnified Party's elective right to participate with legal counsel.

9. WAIVER OF LIABILITY. In no event will a Party hereto be liable to the other Parties for any special, indirect, incidental or consequential damages, or for any damages in connection with this Letter of Intent whether an action is based in contract, tort, or criminal act, and even if the party was advised of the possibility of such damages or loss.

10. OWNERSHIP OF FACILITIES. Each Party maintains ownership of its own facilities and no transfer of ownership is implied solely as part of this Letter of Intent.

11. REASONABLE CARE. Each Party shall exercise reasonable care in the performance of its responsibilities under this Letter of Intent to ensure that the other Party's facilities and operations are not impaired or damaged.

12. TERMINATION. This Letter of Intent may be terminated by any Party by giving the other Parties a 30 day written notice.

13. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law, a common law balancing of interests or the order of a court of competent jurisdiction.

14. PUBLIC INFORMATION. The Parties intend to work together in releasing information regarding the development and operation of the Lab to the public.

15. CONFIDENTIALITY. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Letter of Intent.

16. PROPER AUTHORITY

a) The Parties hereto present and warrant that the person executing this Letter of Intent on behalf of each Party has full power and authority to enter into this Letter of Intent and that the Parties are authorized by law to perform the intentions set forth herein.

b) The Parties are associated with each other only for the purpose and to the extent set forth in this Letter of Intent, and in respect to performance of responsibilities and payment of costs pursuant to this Letter of Intent, each Party is and shall be an entity separate and distinct from the other Party and, subject only to the terms of this Letter of Intent, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its responsibilities under this Letter of Intent. Nothing contained in this Letter of Intent shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with

respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

c) No Party hereto has the power or authority to act for, bind or otherwise create or assume any obligation on behalf of the other Parties for any purpose whatsoever.

17. NONBINDING. This Letter of Intent is nonbinding and does not commit any Party to any obligation regarding the development and operations of the Lab.

18. ENTIRE LETTER OF INTENT AND MODIFICATION. This Letter of Intent sets forth the entire intention of the Parties and such is intended as a complete and exclusive statement of the intentions of the Parties. Unless otherwise expressly authorized by the terms of this Letter of Intent, no modification or amendment to this Letter of Intent shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the day and year first above written.

Eagle World Media, Inc.

Carson City

By: _____
Paul Siegel

By: _____
Robert Crowell, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Attorney

By: _____
Neil A. Rombardo
District Attorney

ATTEST:

By: _____
Clerk Recorder

Carson Nugget, Inc./Hop and Mae
Adams Foundation/Mae B. Adams Trust

By: _____
Steve Neighbors

Date: _____

Approved as to form:

By: _____
Attorney

Carson City Redevelopment Authority

By: _____
Robin Williamson, Chair

Date: _____

Approved as to form:

By: _____
Neil A. Rombardo
District Attorney

ATTEST:

By: _____
Clerk Recorder