

Non Disclosure Agreement
February 3, 2009
Page 1

Broomfield Sports and Entertainment LLC
Attn: Gene Felling
11450 Broomfield Lane
Broomfield, CO 80021

Re: Reciprocal Confidentiality Agreement

Dear Gene:

In connection with discussions between Broomfield Sports and Entertainment LLC, a Colorado limited liability company whose address is 555 Eldorado Boulevard, Suite 200, Broomfield, Colorado 80021 ("BSE") and _____, a _____ whose address is _____ ("Recipient"), BSE may provide Recipient with certain information concerning BSE's business, and Recipient may provide BSE with certain information concerning Recipient's business with respect to the possible operation and management of the Broomfield Event Center (the "Transaction").

As a condition to furnishing such information, each of Broomfield and Recipient hereby agree for a period of two (2) years from the date hereof, to treat any such Evaluation Material (defined below) in accordance with the provisions of this letter agreement and to take or abstain from taking certain other actions herein set forth. For purposes of this letter agreement, information prepared or furnished by affiliates, directors, officers, employees, agents or advisors ("Representatives") of BSE or Recipient shall be deemed to have been delivered or disclosed by and furnished by BSE or Recipient, as the case may be.

The term "Evaluation Material" shall mean any confidential or proprietary information, data and knowledge, concerning BSE's and Recipient's business and affairs, regardless of form (whether in writing, orally, or through visual or electronic means), which is delivered or disclosed by or on behalf of one party (the "disclosing party") to the other party (the "receiving party"), or which the receiving party learns or obtains orally, through observation, or through analysis of such information, data or knowledge, and also includes all notes, analyses, compilations, studies or other material prepared by the receiving party or its Representatives containing or based, in whole or in part, on any information provided or shown by the disclosing party. The term "Evaluation Material" does not include confidential or proprietary information, data or knowledge which (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party or its Representatives in violation of this letter agreement, or (ii) is or becomes available to the receiving party on a non-confidential basis from a third party, or (iii) is in the receiving party's possession prior to its being furnished by or on behalf of the disclosing party, or (iv) is independently developed by the receiving party without use or reference to the Evaluation Material.

Both BSE and Recipient hereby agree that Evaluation Material will be used solely for the purpose of evaluating the Transaction, and will not be used for any other purpose. BSE and Recipient agree that Evaluation Material will be held in the strictest confidence and will be disclosed to only those of their Representatives having a need to know such information for the purpose of evaluating the Transaction (it being understood that the receiving party's Representatives shall be informed by it of the confidential nature of such information, shall be directed to treat such information confidentially and shall acknowledge the binding effect of this letter agreement).

In addition, without the express prior written consent of the other, each party will not, and will direct its respective Representatives not to, disclose to any person the fact that it has obtained and is inspecting Evaluation Material from the other or that discussions or negotiations are taking place concerning the Transaction, or the status of such negotiations or discussions, or any of the terms, conditions or other facts

with respect to any such Transaction. The term "person" as used in this letter agreement shall be broadly interpreted to include, without limitation, any corporation, company, association, group or other entity, partnership, or individual. Notwithstanding the foregoing, the parties will not be in violation of this letter agreement with regard to a disclosure of the Evaluation Material required by any governmental, investigative or judicial agency or pursuant to any legal proceedings or similar process, provided that, to the extent permitted by law, the receiving party provides the disclosing party with advance notice so that the disclosing party may seek a protective order or other appropriate remedy.

Within five (5) days after a written request by either party, each party shall promptly either (i) return to the other all written and retrievable material containing Evaluation Material or (ii) destroy all such written material and will not retain any copies, extracts or other reproductions in whole or in part of such written material.

Although each party will endeavor to include in the Evaluation Material information known to it that is believed to be relevant for the purpose of the evaluation, it is understood that neither the disclosing party nor any of its Representatives have made any representation or warranty as to the accuracy or completeness of the Evaluation Material.

Each party understands and agrees that no contract or agreement relating to the Transaction shall be deemed to exist unless and until a definitive written agreement has been executed and delivered by the parties. Each party also agrees that unless and until a definitive written agreement between the parties with respect to the Transaction has been executed and delivered, neither party nor any of its stockholders or affiliates has any legal obligation of any kind whatsoever with respect to such Transaction, including the obligation to proceed with any discussions with respect to the Transaction, by virtue of this letter agreement or any other written or oral expression with respect to such Transaction except, in the case of this letter agreement, for the matters specifically agreed to herein.

Both BSE and Recipient agree and acknowledge that disclosure or use of Evaluation Material in violation of this letter agreement will cause irreparable harm to the disclosing party for which monetary damages may be difficult to ascertain or a remedy in law may be inadequate and, therefore, without limiting any other remedy available at law or equity, the party seeking a remedy shall be entitled to seek injunctive relief for any violation of this letter agreement.

Both parties further understand and agree that no failure or delay by either in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

This letter agreement constitutes the entire agreement between the parties and may be amended, modified or waived only with the mutual written consent of the parties which consent shall specifically refer to the provision being amended, modified or waived and shall explicitly make such amendment, modification or waiver. Each party agrees and acknowledges that its agreements in this letter agreement shall inure to the benefit of and be binding upon its respective successors and assigns.

By signature below, Recipient certifies that it operates at least one other venue of a comparable size or larger than the Broomfield Event Center, and that its sole purpose in soliciting Evaluation Material under this letter agreement is to investigate the Transaction or to prepare a bonafide response to the RFP for the operations of the Broomfield Event Center issued by the City and County of Broomfield.

Please indicate your agreement with the foregoing by signing and returning one copy of this letter agreement and retaining the other for your files, whereupon this letter agreement will constitute our agreement with respect to the subject matter hereof as of the date first written above.

Very truly yours,

RECIPIENT: _____

Name:
Its:

Accepted and Agreed:

BROOMFIELD SPORTS AND ENTERTAINMENT LLC

Name:
Its:

Date: _____