

**FIRST AMENDMENT TO  
CONCESSION LEASE AGREEMENT**

THIS FIRST AMENDMENT TO CONCESSION LEASE AGREEMENT ("First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between CLARK COUNTY, a political subdivision of the State of Nevada, through its Department of Aviation ("Aviation"), and **ICON TECH POKER FACE, LLC**, a Company authorized to do business in the State of Nevada ("Company"). Aviation and Company are each a "Party" to this First Amendment, and together they are the "Parties."

**WITNESSETH**

WHEREAS, the Parties entered into a Concession Lease Agreement ("Agreement") on August 6, 2019;

WHEREAS, it is the intent of the Parties, by this First Amendment, to extend the term of the Agreement and otherwise amend and modify certain other provisions and conditions of the Agreement as set forth herein; and

WHEREAS, it is the intent of the Parties that, except as expressly amended and modified by the provisions and conditions of this First Amendment, the Agreement shall and will remain in full force and effect.

NOW, THEREFORE, for and in consideration of the recitals above and the covenants and conditions herein, the Parties agree as follows:

**Action 1: Section 1.2.1.1 shall be added as follows:**

1.2.1.1 On August 10, 2021, Aviation extended the term of the Agreement by eleven months, until July 5, 2026, in response to certain construction in the C-Gates that affected concession operations. The First Amendment further extends the term of the Agreement by three (3) years until July 5, 2029. Notwithstanding the extensions described in this Section 1.2.1.1, the parties retain the option to extend this Agreement for an additional two (2) years, until July 5, 2031, as set forth above in Section 1.2.1.

**Action 2: Section 1.4.9 shall be deleted and replaced as follows:**

1.4.9 **Hours of Operations:** Company must submit hours of operation to the Director prior to the Effective Date. These hours of operation may be increased at any time by Company, but may only be decreased with prior written approval from the Director.

Company's hours of operation shall start at least thirty minutes before scheduled airline operations in Company's terminal or concourse begins and shall end no earlier than thirty (30) minutes before scheduled airline operations in Company's terminal or concourse ends, including any delays, unless such hours of operation are modified in writing by Aviation in its sole discretion. During its hours of operation, Company shall be continuously open for business from its Assigned Areas to provide to Airport customers the retail services set

forth herein

**Action 3: Section 3.6 shall be deleted and replaced as follows:**

**3.6 AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION**

- 3.6.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- 3.6.2 Company agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- 3.6.3 An ACDBE Contract-Specific Goal has not been set for this agreement.
- 3.6.4 While the Contract does not contain an ACDBE Goal, Company has agreed that in the event that ACDBE firms participate in the concession, within ten (10) days following the end of each month of the Term, Company will provide a report to in an acceptable form to Aviation, describing the gross receipts of each ACDBE and/or the value of purchases made from ACDBE-certified suppliers. Company shall also submit within sixty (60) days of the end of each year of the Term of this Agreement, an annual statement setting forth all such ACDBE gross receipts and/or purchases for such year in accordance with the requirements of 49 CFR Part 23.
- 3.6.5 ACDBE and/or SBE participants involved in the operation agree to cooperate fully with the Airport in maintaining their certification status by completing all required submissions as requested by the Airport.
- 3.6.6 Company agrees that it will also submit within the same periods described in 3.6.4 above a report to the Director, in a form acceptable to Aviation, describing the Company's total gross receipts for each month of term and each year of the term as provided in 3.6.4 above.
- 3.6.7 The Company's breach of its obligations under this section 3.6 shall be a default by Company and shall entitle Aviation to exercise all of its contractual and legal remedies, including termination of this Agreement.

**Action 4: Section 3.9.1 and 3.9.2 shall be added follows:**

**3.9.1 Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Company, for itself, its assignees, and

successors in interest (hereinafter referred to in this Section 3.9 as the "Contractor"), agree as follows:

**3.9.1.1 Compliance with Regulations** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**3.9.1.2 Nondiscrimination** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**3.9.1.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**3.9.1.4 Information and Reports** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**3.9.1.5 Sanctions for Noncompliance** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

A. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

B. Cancelling, terminating, or suspending a contract, in whole or in part.

**3.9.1.6 Incorporation of Provisions** The Contractor will include the provisions of

paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **3.9.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**Action 5: Section 4.12 will be deleted and replaced as follows:**

#### **4.12 GENERAL**

Words of any gender used in this Agreement shall be held and construed to include any other gender. Any singular words are deemed to include the plural and vice versa, if the context requires. The word "will" has the same meaning as the word "shall." The word "or" is disjunctive but inclusive, unless the context requires otherwise. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." To the extent of any inconsistency between this Agreement, the Exhibits attached hereto, or any other documents that are made a part hereof either as an attachment, by reference, or otherwise, this Agreement shall prevail and control.

**Action 6: Section 4.13.1 will be deleted and replaced as follows:**

4.13.1 This Agreement, including the Exhibits attached hereto which are incorporated herein by this reference, constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. This Agreement may not be amended or modified except by written agreement of the Parties signed by the duly authorized representatives of the Parties.


*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed these presents the day and year first above written.

CLARK COUNTY, NEVADA

ICON TECH POKER FACE, LLC

BY: \_\_\_\_\_  
ROSEMARY A. VASSILIADIS  
Director of Aviation


SIGN: \_\_\_\_\_  


PRINT: Chad Elimelech

TITLE: CEO - Owner

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

BY: \_\_\_\_\_  
  
JOHN P. WITUCKI  
Senior Attorney

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

|   |                                      |   |   |                                |  |                                |
|---|--------------------------------------|---|---|--------------------------------|--|--------------------------------|
| <b>Business Entity Type (Please select one)</b>                         |                                      |   |   |                                |  |                                |
| <input type="checkbox"/> Sole Proprietorship                            | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation          | <input type="checkbox"/> Trust | <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Other |
| <b>Business Designation Group (Please select all that apply)</b>        |                                      |   |   |                                |  |                                |
| <input type="checkbox"/> MBE  | <input type="checkbox"/> WBE         | <input type="checkbox"/> SBE                                  | <input type="checkbox"/> PBE                  | <input type="checkbox"/> VET   | <input type="checkbox"/> DVET                    | <input type="checkbox"/> ESB   |
| Minority Business Enterprise  | Women-Owned Business Enterprise      | Small Business Enterprise                                     | Physically Challenged Business Enterprise     | Veteran Owned Business         | Disabled Veteran Owned Business                  | Emerging Small Business        |
|   |                                      |   |   |                                |  |                                |
| <b>Number of Clark County Nevada Residents Employed: 28</b>             |                                      |   |   |                                |  |                                |
|   |                                      |   |   |                                |  |                                |
| <b>Corporate/Business Entity Name:</b> <u>Icon Tech Poker Face, LLC</u> |                                      |   |   |                                |  |                                |
| <b>(Include d.b.a., if applicable)</b>                                  |                                      |   |   |                                |  |                                |
| <b>Street Address:</b> <u>738 Pilot Road</u>                            |                                      |   | <b>Website:</b>                               |                                |  |                                |
| <b>City, State and Zip Code:</b> <u>Las Vegas, NV 89119</u>             |                                      |   | <b>POC Name:</b> <u>ohad Elimelech</u>        |                                |  |                                |
| <b>Telephone No:</b> <u>702-778-4660</u>                                |                                      |   | <b>Email:</b> <u>Elimelech.ohad@gmail.com</u> |                                |  |                                |
| <b>Nevada Local Street Address:</b> <u>Same as Above</u>                |                                      |   | <b>Fax No:</b> <u>702-293-3771</u>            |                                |  |                                |
| <b>(If different from above)</b>  |                                      |   | <b>Website:</b>                               |                                |  |                                |
| <b>City, State and Zip Code:</b>  |                                      |   | <b>Local Fax No:</b>                          |                                |  |                                |
| <b>Local Telephone No:</b>  |                                      |   | <b>Local POC Name:</b>                        |                                |  |                                |
|   |                                      |   | <b>Email:</b>                                 |                                |  |                                |

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name             | Title              | % Owned<br>(Not required for Publicly Traded Corporations/Non-profit organizations) |
|-----------------------|--------------------|---|
| <u>Ohad Elimelech</u> | <u>CEO - OWNER</u> | <u>50%</u>  |
| <u>OFIR ARIELI</u>    | <u>CEO - OWNER</u> | <u>50%</u>  |
|                       |                    |   |

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No

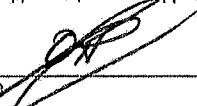
(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

|   |                                     |
|---|-------------------------------------|
| <u></u><br>Signature | <u>OHAD Elimelech</u><br>Print Name |
| <u>CEO - OWNER</u><br>Title   | <u>02-01-2025</u><br>Date           |

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

| NAME OF BUSINESS<br>OWNER/PRINCIPAL | NAME OF COUNTY*<br>EMPLOYEE/OFFICIAL<br>AND JOB TITLE | RELATIONSHIP TO<br>COUNTY*<br>EMPLOYEE/OFFICIAL | COUNTY*<br>EMPLOYEE'S/OFFICIAL'S<br>DEPARTMENT |
|-------------------------------------|---|---|--|
| N/A                                 |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative