LEASE AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND NEVADA GARDEN CLUBS, INC.

THIS LEASE AGREEMENT ("Lease") is entered into this _____ day _____ 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord"), and Nevada Garden Clubs, Inc., a Nevada non-profit corporation ("Tenant"). Landlord and Tenant may be referred to singulary as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Landlord is the owner of certain real property and community center located at 3333 West Washington Avenue, Las Vegas, Clark County, Nevada and commonly known as Lorenzi Park (the "Property"); and

WHEREAS, the Tenant desires to occupy a portion of the Property by leasing that certain building ("Premises") depicted on Exhibit A, attached hereto an incorporated herein by this refence, under the terms, conditions and covenants hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. PREMISES. In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord the Premises under the terms, conditions and convenants hereinafter set forth.

2. TERM.

2.1. Commencement Date. The Commencement Date for this Lease will begin on the date first written above.

2.2. Length of Term. The Term of this Lease shall be for a period of five (5) years beginning on the Commencement Date. Tenant shall have the right to request two (2) one (1) year extensions ("Option Terms") by providing a minimum of sixty (60) days written notice to Landlord prior to the termination date.

2.3. This Lease may be terminated with or without cause by either Party providing the other party ninety (90) day advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the ninty (90) day notification period ends. For the avoidance of doubt and by example, if notification is provided on the 5th day of May, the Lease Agreement terminates on August 31st of that same year.

3. RENT. Tenant agrees to pay to Landlord, without prior demand and without any deduction or set-off whatsoever, except as provided herein, Base Rent of One Dollar and No Cents ($1.00) per month for the Term and each Option Term, payable yearly in advance to Landlord at City of Las Vegas Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, NV 89101.

4. CHANGES TO PREMISES. Landlord hereby reserves the right at any time to make changes, alterations or additions, in or on the Premises or Property that will not unreasonably interfere with the Tenant's use of the Premises. Landlord shall provide thirty (30) day written notification to Tenant of intent to make such changes.

5. USE. Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to a Tenant's non-profit activitites. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of Landlord. Tenant shall have the right of ingress and egress over the adjoining Property of the Landlord necessary or convenient for the operation and use of the Premises, but that said ingress and egress shall be at such hours prescribed by Landlord.

6. CONTINUOUS OPERATION. Tenant covenants to operate its operations at the Premises continuously during the entire term of this Lease, unless Tenant's inability to operate on the Premises is caused by Landlord's activities on the Property.

7. UTILITIES. Tenant shall provide and pay for all utilities and services, including without limitation, water, gas, heating and cooling, electric, telephone, cable televison, Internet service and security alarm services, for the Premises throughout the Term and any Option Term.

8. REPAIRS AND MAINTENANCE. Tenant agrees to make any and all necessary repairs to landscaping and irrigation around building, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, and other similar repairs required as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of Tenant or any of its or their invitees. Tenant shall notify Landlord of any and all maintenance and repairs to be made to building or on Premises. Tenant agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted.

9. LAWS, WASTE, NUISANCE. Tenant covenants that it: (a) will comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including without limitation, OSHA requirements and the Americans with Disabilities Act of 1990 and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict Tenant from contesting the validity of any such regulation, rule or ordinances, provided that Tenant indemnifies Landlord to its reasonable satisfaction against the consequences of non-complicance during the period of dispute; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

10. ALTERATIONS. Tenant shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the Premises without first obtaining Landlord's written consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently pursued to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Property. Any alterations, additions, or improvements to or of the Premises, including without limitation, wall covering, paneling, but excepting built-in cabinet work and

shelving, movable furniture and trade fixtures, shall at once become a part of the Premises and shall be surrendered with the Premises unless Landlord otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN. Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

12. PAYMENT OF TAXES. Tenant shall be responsible for any real property taxes on, or real property related assessments to the Premises. Landlord shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Tenant in connection with the Premises, and Tenant agrees to pay, and to indemnify City concerning any such taxes that may be assessed.

13. ASSIGNMENT.

13.1. Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance, except as set forth in Section 13.4 below. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning of this Section.

13.2. Consent Required. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

13.3. Landlord's Right in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to landlord reasonable fees, not to exceed Two Hundred Fifty Dollars and No Cents ($250.00), incurred in connection with processing documents necessary to the giving of such consent.

13.4 Special Events,Benefits and Fund Raisers. Tenant may permit special events, benefits and fund raisers on the Premises and may charge a rental fee for such events, during which Premises may be used by persons other than Tenant. Tenant is responsible for obtaining all applicable permits, licenses and insurance certificates that may be required for a special event, benefit or fund raiser.

14. INDEMNITY.

14.1. Tenant shall indemnify Landlord and save harmless from and defend against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal

injury, or property damage arising from or out of any occurrence inside, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

14.2. Landlord shall indemnify Tenant and save harmless from and defend against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Landlord of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

14.3. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures, or other personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

14.4. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

14.5. In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

14.6. In case Tenant shall without fault on its part be made a party to any litigation commenced by or against Landlord, then Landlord shall protect, defend and hold Tenant harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15. INSURANCE.

15.1. Tenant shall provide Commercial General Liability Insurance, on an occurrence basis for occurrences inside the Premises only, and including coverage for Bodily Injury (including death), Premises and Operations, Contractual Liability, Personal Liability, Products/Completed Operations Liability and Broad-Form Property Damage in an amount not less than less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) in the annual aggregate. Such insurance may be satisfied through a combination of primary and excess liability coverage and shall be on a form, by policy language or endorsement, satisfactory to Landlord, such that this coverage will respond in full for any third-party liability actions brought against Landlord for injury, or alleged injury, to any agent, representative or employee of Tenant, or any agent, representative or employee of any contractor, subcontractor or sublessee of Tenant, to the same extent that such coverage would respond to a claim brought by a disinterested third party. The Landlord, its elected officials, officer, employees and agents shall be named as additional insured by endorsement. Such Commercial General Liability Insurance coverage shall also include a waiver of subrogation by endorsement in favor of Landlord and its elected officials, officers, employees and agents. The Commercial General Liability Insurance policy deductible shall not exceed Five Hundred Dollars and No Cents ($500.00) unless agreed to in writing by the Landlord.

15.2. In the event that Tenant fails to obtain or maintain the insurance coverage required herein, Landlord will have the right to terminate this Lease.

16. DESTRUCTION.

16.1. Landlord's Remedies. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if; (a) the Premises by

reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Property, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Property are damaged, whether or not the Premises are damaged, to such an extent that the Property cannot in the sole judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

16.2. Tenant's Remedies. The Tenant may, notwithstanding the foregoing, terminate this Lease Agreement effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item Section 16.1 above or upon thirty (30) days advance written notice to Landlord in the event of one or more of the occurrences in items Section 16.1 above. If Tenant shall terminate this Lease, it shall have no further obligation to pay rent or be obligated to make any other payments to Landlord or perform any other term and condition of said Lease other than remove its personal property in accordance with the terms herein upon the effective date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of Lease Agreement.

17. EVENTS OF DEFAULT. Default by Tenant. Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 18:

17.1. Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

17.2. Tenant fails to perform any other term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord.

17.3. Tenant or its agent shall falsify any report required to be furnished to Landlord hereunder.

17.4. Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

18. REMEDIES. Upon the occurrence of the events set forth in Section 17, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

18.1. Immediately re-enter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.

18.2. Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed.

18.3. Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorneys fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

18.4. Should Landlord re-enter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry and reletting of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection 18.3 above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. The remedies given to Landlord in this Section 18 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

19. ACCESS TO PREMISES. Landlord shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages, provided Landlord shall perform the labor required during non-business hours of the Tenant unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of the Property that necessitates immediate corrective action.

20. ATTORNMENT. In the event of the sale or assignment of Landlord's interest in Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as Landlord under this Lease.

21. QUIET ENJOYMENT. Tenant, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

22. SURRENDER OF PREMISES. At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

23. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use thereof, shall be taken by any lawful power of authority by exercise of the right of eminent domain, or sold to prevent such taking, either Landlord or Tenant may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Tenant shall not because of such taking assert any claim against Landlord or the taking authority for any compensation because of such taking, and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. In such event, Landlord shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in, or prevent Tenant from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Tenant or for relocation expenses recoverable against the taking authority.

24. ATTORNEY'S FEES. In the event that at any time during the term of this Lease either Landlord or the Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, fees not to exceed Ten Thousand Dollars and No Cents ($10,000.00).

25. MISCELLANEOUS PROVISIONS.

25.1. No Partnership. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

25.2. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

25.3. No Waiver. ailure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

25.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail,

postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord: City of Las Vegas
Operations and Maintenance/Real Estate
333 S. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1021 phone
(702) 464-2522 fax

To Tenant: Nevada Garden Club, Inc
P.O. Box 27624
Las Vegas, NV 89126

25.5. Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Community Center is located.

25.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorneys fees connected therewith.

25.8. Provisions Binding. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Community Center, the Premises, or this Lease, Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

25.9. Entire Agreement. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

26. MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto.

27. AUTHORITY OF SIGNATORIES. Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

28. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit "B", all principals and partners of Nevada Garden Clubs, as well as all persons and entities holding more than a one percent (1%) interest in Nevanda Garden Clubs, Inc., or any principal of Nevada Garden Clubs, Inc. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date and year set forth above.

CITY OF LAS VEGAS
"Landlord"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridilla 8/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

NEVADA GARDEN CLUBS
"Tenant"

By: Victoria A.M. Yuen

Name: Victoria A.M. Yuen

Title: President

postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord:	City of Las Vegas Operations and Maintenance/Real Estate 333 S. Rancho Drive, 8th Floor Las Vegas, Nevada 89106 (702) 229-1021 phone (702) 464-2522 fax
To Tenant:	Nevada Garden Club, Inc P.O. Box 27624 Las Vegas, NV 89126

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25.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorneys fees connected therewith.

25.8. Provisions Binding. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Community Center, the Premises, or this Lease, Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

25.9. Entire Agreement. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

EXHIBIT "A"

SITE MAP

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Prepared by the City of Las Vegas
Real Estate Section
6/15/11

EXHIBIT B

DISCLOSURE OF PRINCIPALS

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name:	Nevada Garden Clubs, Inc.
Address:	P.O. Box 27624 Las Vegas, NV 89126
Telephone:	
EIN or DUNS:	

Block 2	Description
Subject Matter of Contract/Agreement:	
Lease Agreement at Lorenzi Park	
RFP #: N/A	

Block 3	Type of Business				
Individual	Partnership	Limited Liability Company	**X**	Corporation	

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Victoria Yuen, President	2312 Rancho Bel Air Dr. Las Vegas, NV 89107	702-259-9888
2.	Susan Radcliffe 1st Vice President	2475 Vegas Vic Dr. Henderson, NV 89002	702-267-0050
3.	Marcia Brown 2nd Vice President	1935 Hobson Dr. Henderson, NV 89074	702-269-9631
4.	Anne Oney Recording Secretary	2116 Sawtooth Mtn Dr. Henderson, NV 89044	702-451-0854
5.	Nancy Loesch Corresponding Secy	2384 Kalkaska Dr. Henderson, NV 89044	702-407-7128
6.	Lauran Meyer Treasurer	2408 Wimbledon Dr. Las Vegas, NV 89107	702-880-9213
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals–Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5	Disclosure of Ownership and Principals—Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Security Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Kristen Lynn
Name

Aug. 25, 2011
Date

Subscribed and sworn to before me this 25th day of August, 2011.

Christina Strong
Notary Public

CHRISTINA STRONG
Notary Public-State of Nevada
APPT. NO. 07-1185-1
My App. Expires January 04, 2015