

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART
8TH FLOOR CONFERENCE ROOM
MONDAY, MARCH 29, 1999
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN ADAMSEN AND REESE

CALL TO ORDER.

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES. Approval of the Minutes of the Regular meeting of March 15, 1999.

NEW BUSINESS.

1. Discussion and possible approval of an agreement to void or assign a ground lease agreement with the State of Nevada, previously approved by the City Council on April 27, 1998
2. Discussion and possible approval of first amendments to lease agreements between the City of Las Vegas and various tenants located at the Las Vegas Business Center

CITIZENS PARTICIPATION

ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E. Bonanza
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

66✓

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **23rd** day of **March 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **Real Estate Committee Meeting** to be held on the **29th** day of **March, 1999**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

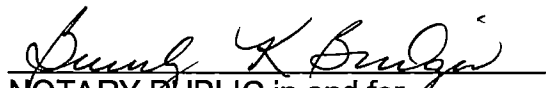


SIGNATURE

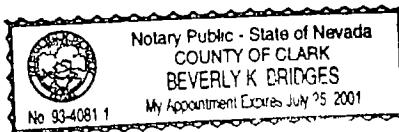
City Clerk

DEPARTMENT

Subscribed and sworn to before me
this 23rd day of March, 1999.



NOTARY PUBLIC in and for
said County and State



AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **24th day of March 1999**, at the hour of **8:00 A.M.**, there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **29th day of March, 1999, at 3:00 P.M. in City Hall, 8th Floor Conference Room, 400 E. Stewart Avenue, Las Vegas, Nevada;** to be posted on Public Bulletin Boards at the following locations:

1. *efc* On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. *efc* Senior Citizens Center, 450 E. Bonanza Road;
3. *efc* On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office);
4. *efc* On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).
5. *efc* Clark County Government Center, 500 S. Grand Central Parkway (sent by fax to the County Manager's Office for posting)

Eva Cotton

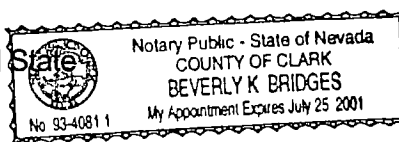
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me
this 24th day of March, 1999.

Beverly K Bridges

NOTARY PUBLIC in and for said County and State



**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
MARCH 29, 1999**

CALL TO ORDER: Councilman Reese called the meeting to order at 3 00 p m

ATTENDANCE: Gary Reese, City Councilman
Arnie Adamsen, City Councilman
Steve Houchens, Deputy City Manager
Terri Ponticello, Deputy City Attorney
David Roark, Manager, Real Estate & Asset Management

MINUTES:

The Minutes of the Regular meeting of March 15, 1999, were approved by reference

(3 00)
1-8

- 1 DISCUSSION AND POSSIBLE APPROVAL OF AN AGREEMENT TO VOID OR ASSIGN A GROUND LEASE AGREEMENT WITH THE STATE OF NEVADA, PREVIOUSLY APPROVED BY THE CITY COUNCIL ON APRIL 27, 1998

David Roark, Manager, Real Estate & Asset Management, explained that this step completes the transaction between the State of Nevada and the City of Las Vegas. The City will release the lease on 240 acres of land to the State of Nevada and in return the City gets 320 acres of land. He clarified with Councilman Reese that the property to be acquired by the City is adjacent on the east side of Floyd Lamb State Park.

No one appeared to speak on the matter.

There was no further discussion.

Councilman Reese recommended that Item 1 be forwarded to the Full Council with a "Do Pass" recommendation.

(3 00)
1-10

- 2 DISCUSSION AND POSSIBLE APPROVAL OF FIRST AMENDMENTS TO LEASE AGREEMENTS BETWEEN THE CITY OF LAS VEGAS AND VARIOUS TENANTS LOCATED AT THE LAS VEGAS BUSINESS CENTER

Deputy City Attorney Teri Ponticello stated that as a result of a new numbering system by the Post Office, the various tenant leases in the Las Vegas Business Center need to be changed along with other minor modifications. She clarified with Councilman Adamsen that all the tenants have agreed with the amendments and modifications. Councilman Reese confirmed with Deputy City Attorney Ponticello that the changes will not cause any hardships to the tenants. Councilman Adamsen indicated that the City's flexibility with the tenants in terms of their business licenses will allow for their address changes.

No one appeared to speak on the matter

There was no further discussion

Councilman Reese recommended that Item 2 be forwarded to the Full Council with a “Do Pass” recommendation.

(3 01)
1-55

CITIZENS PARTICIPATION:

None

(3 04)
1-119

ADJOURNMENT:

The meeting adjourned at 3 04 p m

/ac

INTER-OFFICE MEMORANDUM

March 29, 1999

TO:

COUNCILMAN ARNIE ADAMSEN
COUNCILMAN GARY REESE
REAL ESTATE COMMITTEE

FROM:

DAVID ROARK, MANAGER
REAL ESTATE & ASSET MGMT DIVISION

SUBJECT:

March 29, 1999, Real Estate Committee Agenda Item/Discussion and possible approval of an agreement to void or assign a ground lease agreement with the State of Nevada, previously approved by the City Council on April 27, 1998

COPIES TO:

MAYOR JAN LAVERTY JONES
COUNCILMAN MICHAEL J MCDONALD
COUNCILMAN LARRY BROWN
VIRGINIA VALENTINE
STEVEN P. HOUCHENS
JOHN MCNELLIS
JEFF MARESH

BACKGROUND:

In February 1998, the State Lands Division approved an "Assignment of Lease" to the City of Las Vegas for 240 acres of land located within the perimeters of Floyd Lamb State Park. This lease, (Exhibit "A"), restricted use of the property to be used solely for building a zoo and botanical purposes. After approval was granted by the State, staff entered into negotiations with the State to trade this Lease Assignment for other acreage outside the perimeters of the State Park (which would be mutually beneficial to the Division of State Parks and the City) for land the State of Nevada has a lease on, from the Bureau of Land Management.

An agreement has been reached as evidenced by a Memorandum of Understanding (Exhibit "B") attached to this item as back-up documentation. The agreement will basically allow for the following

- The City will release and void its "Assignment of Lease" on 240 acres of land, thus returning the land to the State of Nevada
- The State will allow the assignment of their BLM lease on 320 acres (Exhibit "C") to the City of Las Vegas

This benefits the State by allowing the State use of this property as they deem necessary within the State Park. It benefits the City of Las Vegas in two ways: 1) Any improvements performed have a limited use that inhibits our ability to construct necessary parks and open spaces in the area. The improvements to be performed would eventually be turned over to the State when the existing lease expired, thus giving the State City-invested capital. 2) Acquiring the BLM property allowed the City the option to invest capital improvements in many different ways and take ownership of those improvements.

Upon approval from the BLM to the City of Las Vegas for the lease on the 320 acres of land, staff received permission from the Mayor and Council to cancel and void our "Assignment of Lease" on the 240 acres of land. The attached document, Agreement to Void or Assign Ground Lease Agreement Back to the State of Nevada, completes the transaction with the State of Nevada.

FISCAL IMPACT:

Gain of Asset--\$4,000,000.00.

STAFF RECOMMENDATION

The Real Estate & Asset Management Division recommends approval to Void or Assign the Ground Lease to the State of Nevada

AGREEMENT TO VOID OR ASSIGN
GROUND LEASE AGREEMENT BACK TO THE STATE OF NEVADA

This AGREEMENT OF ASSIGNMENT (the "Assignment" herein), made and entered into this _____ day of _____, 1999, by and between THE STATE OF NEVADA, LANDS DIVISION, (hereinafter referred to as the "STATE"), and THE CITY OF LAS VEGAS, a municipal corporation (hereinafter referred to as the "CITY"),

WHEREAS, The CITY and The ZOOLOGICAL SOCIETY OF NEVADA entered into that certain GROUND LEASE AGREEMENT (herein "AGREEMENT") dated January 8th, 1975, attached as Exhibit "A" and;

WHEREAS, The ZOOLOGICAL SOCIETY OF NEVADA assigned its position as lessee to FOR THE BIRDS, INC. DBA SOUTHERN NEVADA ZOOLOGICAL PARK by means of an agreement dated January 8, 1975 and;

WHEREAS, The CITY assigned its position as lessor in the AGREEMENT to the STATE by Grant, Bargain and Sale Deed recorded November 22, 1977, as Document 773361 in Book 814 of the Official Records of Clark County, Nevada; and means of resolution dated February 2, 1977 and;

WHEREAS, FOR THE BIRDS, INC. DBA SOUTHERN NEVADA ZOOLOGICAL PARK assigned its position as lessee in the AGREEMENT to the CITY by means of that certain AGREEMENT OF ASSIGNMENT dated January 22, 1998 and;

WHEREAS, The CITY and The STATE, signed a MEMORANDUM OF UNDERSTANDING (herein "MEMO"), dated April 16, 1998, attached as Exhibit B, which obligates the City to void the AGREEMENT, in Exhibit A, if the City were to assume the lessee position on 320 acres of BLM land leased by the STATE and;

WHEREAS, The CITY has the Lessee position on the 320 Acres mention in the MEMO;

WITNESSETH, that for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by each of said parties, said parties do hereby agree as follows:

1. The CITY hereby assigns, transfers and sets over to the STATE its position as lessee in the AGREEMENT, together with all the rights, benefits, duties and obligations pertaining to said AGREEMENT.

2. The STATE hereby accepts the assignment and transfer to it by the CITY of all the CITY's right, title and interest in, to and under the AGREEMENT in accordance with the above paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this ASSIGNMENT to be executed by their duly authorized representatives the day and year first above written

CITY OF LAS VEGAS

JAN LAVERTY JONES, MAYOR DATE

BARBARA JO RONEMUS, CITY CLERK

STATE OF NEVADA, LANDS DIVISION

APPROVED AS TO FORM:

Thomas R. Green 3-17-99
Deputy City Attorney Date

DATE

STATE OF NEVADA) COUNTY OF CLARK)s.s.

On _____

Before me, a Notary Public personally appeared
JAN LAVERTY JONES, personally known to me
(or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to this
instrument, and acknowledged that he (she or they)
executed it.

Signature

(Notary Public)

(Notarial Seal)

STATE OF NEVADA) COUNTY OF CLARK)s.s.

On _____

Before me, a Notary Public personally appeared
_____, personally known to me
(or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to this
instrument, and acknowledged that he (she or they)
executed it.

Signature

(Notary Public)

(Notarial Seal)

EXHIBIT "A"

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, executed this 8th day of January, 1975, by and between THE CITY OF LAS VEGAS, a municipal corporation, and ZOOLOGICAL SOCIETY OF NEVADA, hereinafter called respectively "CITY" and "SOCIETY", without regard to number or gender.

(A) DEMISE: Subject to all covenants and conditions hereinafter set forth, CITY hereby leases to SOCIETY, and SOCIETY leases from CITY, for the purpose of developing, operating and maintaining zoological and botanical exhibits, and uses associated therewith, those certain premises, together with appurtenances thereto, situated in the County of Clark, State of Nevada, as described in Exhibit A, attached hereto and incorporated herein by this reference.

(B) TERM: The term shall be for a period of ninety-nine (99) years, commencing on January 8, 1975, and ending on January 8, 2074.

(C) RENT: SOCIETY shall pay to CITY, at the Office of the City Treasurer, 400 East Stewart Avenue, Las Vegas, Nevada, 89101, the following rent: One Dollar (\$1.00) per year, payable annually on the anniversary of this Lease.

(D) COVENANTS AND CONDITIONS:

1. USES. SOCIETY shall not use or permit the use of said premises for any purpose or purposes other than the purposes for which said premises are hereby leased.

2. IMPROVEMENTS, REPAIRS, ALTERATIONS. SOCIETY agrees to take good care of the leased premises, fixtures and appurtenances, and all of the alterations, additions and improvements and make all repairs in and about the same that may be necessary to preserve them in good order and condition. SOCIETY may construct major improvements, may make major alterations, modifications or repairs to existing improvements or demolish or

remove major improvements with the prior written authorization of the City Manager and only in accordance with plans and specifications submitted to and approved by the City Manager prior to the commencement of construction. As used herein "major" means that the construction, demolition, removal or other alteration shall constitute a departure from the then current master plan or operating agreement. CITY shall not be required to make any improvements, repairs or alterations.

3. REMOVAL OF IMPROVEMENTS. CITY agrees that all fixtures and improvements hereafter installed by SOCIETY shall be and remain the property of SOCIETY during the term of this Lease. SOCIETY shall have the right to remove said fixtures and improvements prior to expiration or any other termination at SOCIETY'S own expense, provided that any damage to CITY'S property or improvements shall be repaired and the premises left in as good order and condition as when SOCIETY took possession of the leased premises. Title to any property, real or personal, not removed by SOCIETY prior to the end of the term of this Lease shall vest in CITY.

4. MECHANIC'S LIEN BOND. SOCIETY shall save CITY free and harmless and indemnify CITY against all claims for labor and materials in connection with improvements, repairs or alterations to the leased premises and the cost of defending such claims, including reasonable attorney's fees, excluding any such claims resulting from work performed by CITY or by CITY'S contractors.

5. ENTRY AND INSPECTION. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect CITY'S interest in said premises or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a safe and healthy condition as specified by current USDA standards, CITY shall have the right, after sixty (60) days' written notice to SOCIETY, to have any necessary maintenance work done at the expense of SOCIETY, and SOCIETY hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done in order to put said premises in a safe and healthy condition. Provided, however, CITY agrees not to initiate any such work at SOCIETY'S expense, in the event that SOCIETY causes such work to be commenced within sixty (60) days of said notice, and diligently pursues completion thereof.

within a reasonable time to be determined by CITY. The rights reserved herein shall not create any obligations on CITY or increase obligations elsewhere in this Lease imposed on CITY.

6. ASSIGNMENT. SOCIETY shall not assign this Lease, or any interest therein without the prior written consent of the CITY. A consent to one assignment, to one person, shall not be deemed to be a consent to any subsequent assignment to another person. Any such assignment, without such consent, shall be void, and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of SOCIETY, by operation of law, without the written consent of CITY. SOCIETY may sublet a portion of the premises to concessionaires with the prior consent of the City Commission.

7. COMPLIANCE WITH LAW. SOCIETY shall, at its sole cost and expense, comply and secure compliance with the requirements of municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, municipal ordinances, county, state and federal laws and regulations now in force or which may hereafter be in force, and shall pay before delinquency all taxes, assessments and fees assessed or levied upon the SOCIETY or the leased premises by reason of any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed, or maintained by SOCIETY or by reason of the business or other activities of SOCIETY upon or in connection with said demised premises. The judgment of any court of competent jurisdiction, or the admission of SOCIETY or any sublessee or permittee in any action or proceeding against them or any of them, whether CITY be a party thereto or not, that SOCIETY, sublessee or permittee has violated any such ordinance, law or regulation in the use of said premises shall be conclusive of the fact as between CITY and SOCIETY.

8. UTILITIES. SOCIETY shall order and obtain all utilities and other services necessary or desirable for SOCIETY'S use of said premises and all costs, including installation and service charges in connection therewith, shall be borne by SOCIETY without expense to CITY therefor.

(ONS Time is of the essence) and all of the terms and provisions of the Lease and this Lease shall inure to the benefit of and be binding upon the parties hereto and any successors of SOCIETY as fully and to the extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Lease shall extend to and bind any assigns or sublessees of SOCIETY.

10. WAIVER. The waiver by CITY of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition of this Lease, other than failure of SOCIETY to pay the particular rent so accepted, regardless of CITY'S knowledge of such preceding breach at the time of acceptance of such rent, nor shall any failure on the part of CITY to require the exact full and complete compliance with any of the covenants or conditions of this Lease be construed as changing such covenant or condition in any manner or to prevent CITY from enforcing the full provisions hereof.

11. MERGER. The voluntary or other surrender of this Lease by SOCIETY, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of CITY, terminate all or any existing subleases, or may, at the option of CITY, operate as an assignment to it of any or all such subleases or subtenancies.

12. CONTROL AND ADMINISTRATION OF LEASE; NOTICES. Control and administration of this Lease is under the jurisdiction of the City Commission as to CITY'S interest herein and any communications relative to the terms or conditions or any changes thereto or any notices provided for by this Lease or by law to be given or served upon CITY may be given or served by letter deposited in the United States mails, postage prepaid, and addressed to the City Manager. Any notice or notices provided for by this Lease or by law to be given or served upon SOCIETY may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to SOCIETY at the address stated in the commencement hereof, or may be personally served upon SOCIETY, or any person hereafter authorized by SOCIETY to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

13. FINANCIAL REPORT. Annually, on or before April 15, SOCIETY shall provide to CITY a statement prepared by or certified to by, a certified

loss statement for the preceding fiscal year ending December 31.

14 REMEDIES OF CITY In the event (a) that SOCIETY shall default in the performance or fulfillment of any covenants or condition herein required to be performed or fulfilled by SOCIETY or shall fail to perform according to the then current master plan or operating agreement to the satisfaction of CITY and shall fail to cure such default within a reasonable time following the service on SOCIETY of a written notice from CITY specifying the default complained of and the date on which SOCIETY'S rights hereunder will be terminated as hereinafter provided, or (b) that SOCIETY shall file a voluntary petition in bankruptcy, or (c) that SOCIETY shall be adjudicated a bankrupt, or (d) that SOCIETY shall make a general assignment for the benefit of creditors, then CITY may, at its option, without further notice or demand upon SOCIETY or upon any person claiming through SOCIETY, immediately cancel and terminate this Lease and all rights of SOCIETY and of all persons claiming rights through SOCIETY or by reason of SOCIETY in or to said premises or in or to further possession thereof and may thereupon enter and take possession of said premises and expel SOCIETY, and all persons so claiming rights thereto.

In addition, if CITY elects to terminate this Lease pursuant to this paragraph, CITY shall be vested with all SOCIETY'S right, title and interest in and to all improvements and personal property, including, but not limited to, zoological and botanical exhibits then located on the property which is the subject of this Lease. SOCIETY covenants to execute further documents to accomplish this vesting of title.

The rights and remedies of CITY as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this Lease or otherwise to deny to CITY any right or remedy at law or in equity which CITY may have or assert against SOCIETY under any law in effect at the date hereof or which may hereafter become effective, it being the intent hereof that the rights and remedies of CITY, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this Lease and of any right or remedy at law or in equity which CITY may have against SOCIETY.

15. INSURANCE. Upon taking physical possession of said leased premises, SOCIETY shall take out and maintain public liability insurance with

be approved by CITY to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever, resulting directly or indirectly from any act or activities of SOCIETY or any person acting for SOCIETY or under SOCIETY'S control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of SOCIETY or any person acting for SOCIETY or under SOCIETY'S control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Lease in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) single limit liability policy.

If SOCIETY'S operations under this Lease result in an increased or decreased risk in the opinion of the City Commission, then the minimum limits hereinabove designated shall be changed accordingly. If SOCIETY does not keep such insurance in full force and effect, CITY may take out the necessary insurance at SOCIETY'S expense. Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the SOCIETY may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible.

During the term of this Lease, SOCIETY agrees to defend in the name of, and on behalf of, CITY, all claims or suits for damages and all fixed costs and interest on all such legal proceedings and pay all sums which CITY may become liable to pay as damages imposed on CITY by law arising out of accidental bodily injury or death suffered, or alleged to have been suffered, by any person while within or upon the premises. SOCIETY further agrees to pay all sums which CITY may become liable to pay as damages imposed upon CITY by law resulting from accidental injury to, or destruction of, property now owned, leased, occupied or used by, or in the care, custody or control of, SOCIETY or of CITY or of any employee of SOCIETY or CITY, subject to the following conditions:

(a) This agreement shall not apply to any injury or death caused by any employee of CITY.

shall not voluntarily assume liability or incur any expenses or settle any claim without the prior written consent of SOCIETY.

(c) SOCIETY shall, on or before the effective date of this Lease, deliver to the City Manager of CITY a policy of bodily injury and property damage liability insurance, or a certificate of insurance, issued by a company licensed in the State of Nevada to transact such business, indicating that SOCIETY has bodily injury and property damage liability insurance as required in this paragraph, and indicating that the policy has been endorsed or does otherwise cover the contractual liability imposed by this agreement, and that the insurance company shall notify the City Manager of CITY if said policy be terminated or limited in any manner prior to the termination date specified in this Lease. Such policy or certificate of insurance shall specifically name CITY as an additional insured with regard to all relevant provisions thereof.

16. HOLD HARMLESS. CITY, its agents, officers and employees, shall not be liable, nor be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of SOCIETY or any of SOCIETY'S representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any act or omission of SOCIETY in or about the leased premises, or any act or omission of any person or from any defect in any part of the leased premises or from any other cause or reason whatsoever. SOCIETY further agrees to indemnify and save free and harmless CITY and its authorized agents, officers and employees against any of the foregoing liabilities and any costs and expenses incurred by CITY on account of any claim or claims therefor. Provided, however, that this hold harmless clause between SOCIETY and CITY shall not apply to any injury, death or property damage caused by CITY, its officers, employees or authorized agents.

17. WASTE. SOCIETY shall not commit or suffer to be committed any waste or injury, ordinary wear excepted, or conduct any public or private nuisance on the leased premises.

If the leased premises are damaged by any cause as to render them untenable or unfit for the purposes for which they are leased hereby, and said damages are repairable within a reasonable time, then SOCIETY may elect, by written notice to CITY to make full repairs so as to restore said premises to

and remove ... () damaged premises all debris ... from such damage and to continue operations on a limited scale on the undamaged remaining premises. In the event SOCIETY elects to make such repairs or to clear such debris, the work shall be commenced within a reasonable time to be decided by CITY. If SOCIETY elects to continue operations on a limited scale as provided herein, then the damaged premises, cleared of all debris, shall be deleted from the leased premises. In the event SOCIETY does not so elect to restore said premises or to continue operations on a limited scale, then either CITY or SOCIETY may, as provided herein, terminate this Lease upon written notice thereof to the other. Provided, however, SOCIETY may not exercise such right to terminate until first clearing all debris from said premises. SOCIETY'S failure to comply with the provisions of this paragraph shall constitute an abandonment of this Lease by SOCIETY. Nothing herein shall be construed to permit cancellation of this Lease by SOCIETY if the damage contemplated herein is the result of SOCIETY'S negligence or intentional act.

18. TAXES. SOCIETY shall pay and discharge before delinquency all taxes and assessments which may be levied upon or against the leased premises during the term of this Lease.

----- SOCIETY shall at all times have the right to contest in good faith, in any proper proceedings in the name of CITY, if necessary, the payment or satisfaction of any such taxes and assessments, so agreed to be paid by SOCIETY, the validity thereof, or the right to assess, or levy the same against or collect the same from the said premises or improvements or estate of SOCIETY if the same are disputed by SOCIETY. After commencement of any such suit or proceeding, CITY shall have no right to pay any such disputed tax, assessment or other charge until such time as the same may have been fully and finally decided and determined to be valid and legal.

CITY agrees to execute all papers necessary for the filing of any such protest by SOCIETY. CITY will give prompt notice of an assignment or reassessment which it receives from any taxing agency.

19. CONTROL OF ANIMALS. The premises shall be adequately fenced to control animals without cost to CITY. SOCIETY shall be solely responsible for all damage of any kind resulting from animals leaving said premises at human direction or otherwise.

COMPANY. The CITY does not that said premises are suitable for the purposes in which they are leased as stated herein.

21. FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, war, insurrection, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, the commencement and termination of which delay shall be established by written notification by SOCIETY to CITY or by CITY to SOCIETY, as the case may be; the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this section shall excuse SOCIETY from the prompt payment of any rental or other charge required of SOCIETY hereunder during the term of this Lease, except as may be expressly provided elsewhere in this Lease.

22. LEGAL PROCEEDINGS. Should it become necessary for the CITY to commence legal proceedings to recover possession or enforce any other provision of this Lease, the prevailing party will be paid by the other party all legal and other costs and expenses justified in connection therewith, including a reasonable sum as attorney's fees.

The parties agree that the laws of the State of Nevada shall be used in interpreting this Lease agreement and will govern all disputes under this Lease agreement and will determine all rights thereunder.

Venue of any action involving this Lease agreement will be in the County of Clark, State of Nevada.

Personal service either within or without the State of Nevada shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of rights under this Lease agreement.

23. CERTIFICATE OF LEASE. City Manager agrees, at any time or from time to time during the term hereof within ten (10) days after request therefor by SOCIETY, to deliver a certificate in recordable form to SOCIETY, or to any proposed mortgagee, trust deed beneficiary or purchaser, certifying that this Lease is in full force and effect and that there are no defenses, defaults or offsets thereto, or alternatively stating any such claimed by CITY.

24. LEASE ENCUMBRANCE. SOCIETY may encumber the leasehold

the payment of promissory note or notes of the City upon the expressed condition that the net proceeds of such loan or loans received by SOCIETY be devoted exclusively to the purpose of developing, maintaining and operating the leased premises; however, a reasonable portion of the loan proceeds may be disbursed for, or applied to payment of incidental costs of construction, including but not limited to any one or more or all of the following: Offsite improvements for service of the leased premises; onsite improvements; escrow charges, premiums for hazard insurance, or other insurance; title insurance premiums and reasonable loan costs such as discounts, interest and commissions; also architectural, engineering and attorney's fees or such other normal expenses.

The CITY further consents and agrees that in the event said deed of trust, mortgage or other security type instrument should at any time be in default and be foreclosed, the CITY will accept the mortgagee or beneficiary thereof as its new tenant under this Lease with all the rights and privileges of SOCIETY herein, and that in the event that it is desired thereafter by said mortgagee or beneficiary to assign this Lease to its nominee, and said nominee is a reputable and financially responsible operator in the opinion of CITY, the CITY hereby agrees that upon the filing of an application for consent to such assignment, the CITY will give its consent thereto, and agrees not to unreasonably withhold such consent. In the event SOCIETY is in default under any provision of this Lease, the CITY agrees to serve written notice thereof upon said mortgagee or beneficiary to cure said default if said default is curable, or to allow said mortgagee or beneficiary to substitute itself to SOCIETY'S estate hereunder and to operate the leased premises if said default is noncurable, all as set forth hereinabove in detail.

25. EMINENT DOMAIN. In the event the leased premises or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then the interests of CITY and SOCIETY in the award and the effect of the taking upon this Lease agreement shall be as follows:

(a) In the event of such taking of only a part of the leased premises, or access thereto, leaving the remainder of said premises in such location and in such form, shape or reduced size as to be used effectively and practically for the conduct thereon of the uses and operations permitted hereunder, this Lease shall terminate and end as to the portion of the premises so taken as of

the date pos... to such portion is taken by the... mning authority, but shall continue in full force and effect as to the portion of the leased premises not so taken. Provided, however, CITY shall have the right to substitute like contiguous and comparable property if available.

(b) In the event of the taking of only a part of the leased premises, or access thereto, leaving the remainder of said premises in such location or in such form, shape or reduced size, as to render the same not effectively and practicably usable, for the conduct thereon or the operations permitted hereunder, this Lease and all right, title and interest thereunder shall cease on the date possession to said premises or the portion thereof so taken is given to the condemning authority, and SOCIETY'S obligation to perform under this Lease shall cease.

(c) In the event the entire leased premises are so taken, this Lease and all of the right, title and interest thereunder shall cease on the date possession to said premises so taken is taken by the condemning authority, and SOCIETY'S obligation to perform under this Lease shall cease.

(d) In the event of any taking under subparagraph (b) or (c) hereof, the only portion of any award of compensation which will be paid to SOCIETY shall be the fair market value of SOCIETY'S interest in the improvements placed upon the leased premises by SOCIETY which are taken plus the market value, if any, of SOCIETY'S leasehold interest taken, calculated as if said leasehold interest were freely transferable, except that the rental attributable to any of the taken improvements installed by the SOCIETY shall be excluded.

(e) In the event of a taking under subparagraph (a) above, the condemnation payment or award shall be apportioned in the same manner as for a total taking except that, in addition, there shall be allocated to CITY that portion of the severance damage, if any, which equals the value of CITY'S reversionary interest.

(f) Notwithstanding the foregoing provisions of this paragraph, CITY may, in its discretion and without affecting the validity and existence of this Lease, transfer the CITY'S interest in said premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by CITY, SOCIETY shall be entitled to recover from the said authority condemnation compensation in accordance with the provisions of this Lease.

(g) The market value of SOCIETY'S interest shall be not less than SOCIETY'S cost less depreciation or principal loan balance of those loans, the net proceeds of which were used for developing, maintaining or operating the leased premises.

26. ARBITRATION. Any controversy between the parties hereto involving the construction or application of this agreement as same shall apply to SOCIETY'S operations on the leased premises shall, on written request of one party served on the other, be submitted to arbitration, by the United States Department of Agriculture.

The cost of such arbitration shall be borne by the losing party or in such proportions as the arbitrator shall decide.

27. ANTI-DISCRIMINATION. SOCIETY shall not discriminate in any manner against any person or persons on account of race, sex, color, creed or national origin in SOCIETY'S use of the premises.

28. VERBAL REPRESENTATIONS. It is specifically understood and agreed that this Lease and incorporated writings contain the complete expression of the whole agreement between the parties hereto, and that there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied between them, except as are fully set forth therein, and, further, that this Lease cannot be enlarged, modified or changed in any respect except by written agreement duly executed by and between the parties.

29. INTERPRETATION OF INCORPORATED WRITINGS. In the event that any further written agreement of the parties be incorporated into this agreement and the terms thereof are judged in conflict with the terms of this Lease, then this Lease and its terms and conditions shall be determinative of the rights and obligations of the parties thereto.

DATED: January 8, 1975

ATTEST:

Edwina M. Cole
EDWINA M. COLE, CITY CLERK

THE CITY OF LAS VEGAS

By Charles E. Lovell, Jr.

ZOOLOGICAL SOCIETY OF NEVADA

By Margaret W. Cole

APPROVED as to form and legality this 8 day of January, 1975.

CARLE E. LOVELL, JR., City Attorney

By Carl E. Lovell, Jr.

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
SERVICES DIVISION

NO. 74-10-01

LEGAL DESCRIPTION

Tax Parcel No. 48-19-01, 43-20-01, 48-23-01 & 48-24-01

Document No. _____

For TULE SPRINGS lease to Zoo Society

Location TULE SPRINGS PARK, portion Section 9, T. 19 S., R. 60 E., NDM

Calculated <u>F. Touhy</u>	Drawn By <u>RM</u>	Typed By _____
Checked <u>CLS 10/18/74</u>	Drawing No. <u>attached</u>	Proofread _____
Written <u>cls 10/13/74 rev. 12/16/74 cb</u>	Compared _____	Released To _____
Checked <u>F. Touhy 10/21/74, rev. FT</u>	Approved _____	By _____
Requested By <u>V. Uehling</u>		

The South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$); the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$); and the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); in Section 9, Township 19 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada.

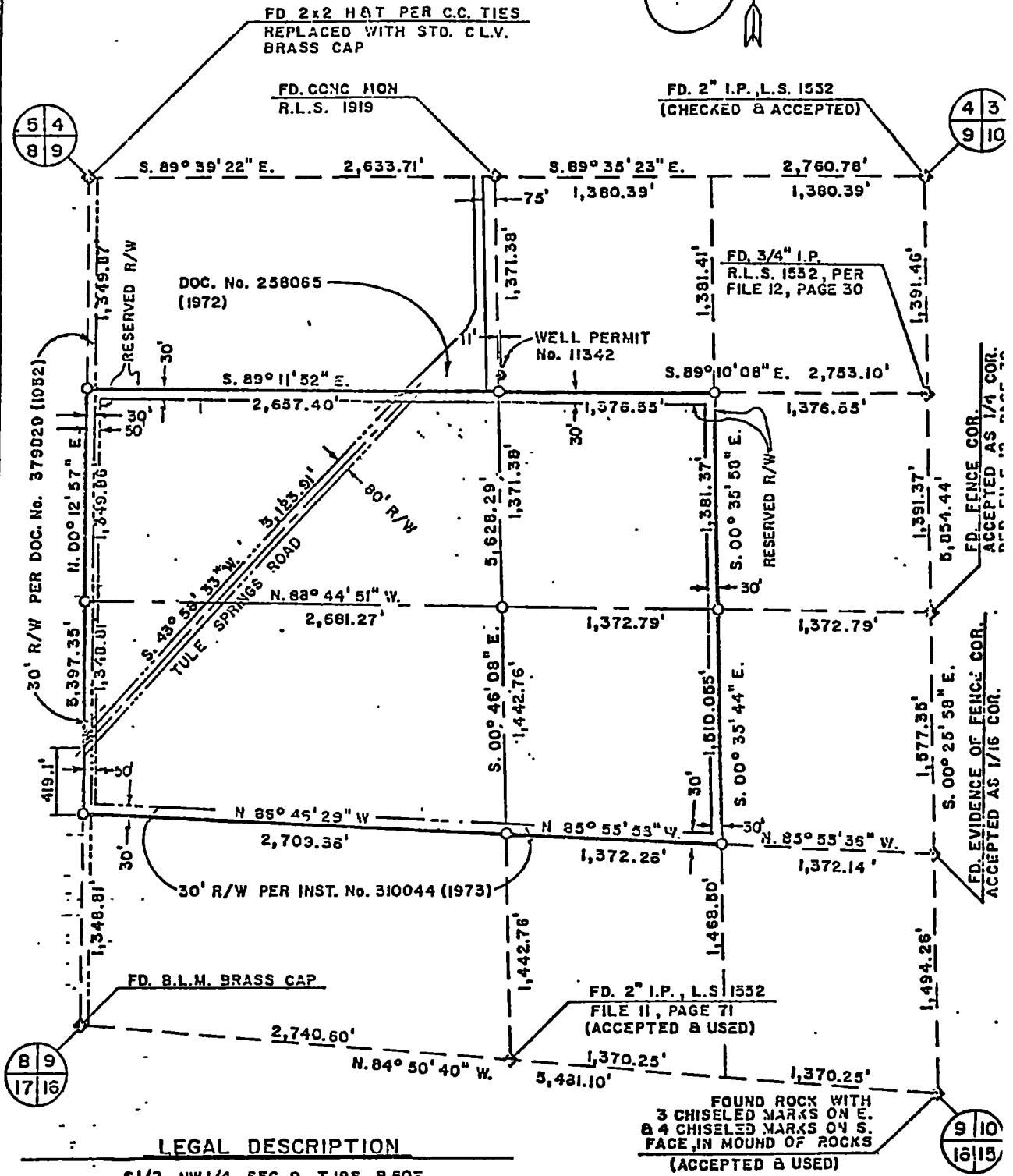
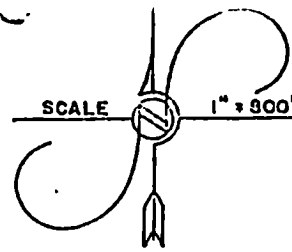
EXCEPT therefrom the interest in and to the West 30 feet of said Section 9 as conveyed to the County of Clark by deed recorded in the year 1952, as Document No. 379829 of Clark County, Nevada Records.

ALSO EXCEPT therefrom the interest in and to the South 30 feet of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 9 as dedicated for road purposes by Inst. No. 310044 recorded August 1, 1973, Official Records, Clark County, Nevada.

RESERVING therefrom an easement for road purposes over a strip of land 80 feet in width, lying 40 feet on each side of the following described centerline:

COMMENCING at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 9, T. 19 S., R. 60 E., M.D.M.; thence North 89°39'22" West along the North line of said Section 9 a distance of 135.01 feet to the West line of that certain parcel of land conveyed to the City of Las Vegas by deed recorded Feb. 10, 1973, as Inst. No. 258065 of Official Records, Clark County, Nevada; thence along the West boundary of said conveyed parcel South 00°46'08" East, parallel with the East line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 9, a distance of 840.00 feet to an angle point in said West boundary line; thence continuing along said West boundary South 25°13'34" West, 125.00 feet; thence at right angles to the ahead portion of said West boundary South 49°13'45" East, 40.00 feet; thence along the line that is parallel with and distant 40.00 feet Southeasterly, measured at right angles, from the West boundary of said parcel conveyed by said Inst. No. 258065, South 40°46'15" West a distance of 509.65 feet to a point in the South line of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 9, said point being the TRUE POINT OF BEGINNING of the herein described centerline; thence South 43°56'33" West, 3123.91 feet to a point in the West line of said Section 9 which bears North 00°12'57" East, 419.1 feet from the Southwest corner of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 9, said point being the POINT OF TERMINATION of the herein described centerline.

ALSO RESERVING therefrom easements for road and utility purposes over those portions of the above described land which lie within the East 20 feet of the West 50 feet of said Section 9; the North 30 feet of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 9; the North 30 feet and the East 30 feet of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 9; and the East 30 feet of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 9.



LEGAL DESCRIPTION

S1/2, NW1/4, SEC. 9, T.19S., R.60E.
 N1/2, SW1/4, SEC. 9, T.19 S., R. 60 E.
 SW1/4, NE1/4, SEC. 9, T.19 S., R.60E.
 NW1/4, SE1/4, SEC. 9, T.19 S., R.60E.

BASIS OF BEARINGS

N.00°12'57" E. BEING THE WEST LINE OF SECTION 9 AS SHOWN BY MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AS SHOWN ON FILE 12, PAGE 30, OF REGISTERED PROFESSIONAL ENGINEER'S SURVEYS.

FOUND ROCK WITH 3 CHISELED MARKS ON E. & 4 CHISELED MARKS ON S. FACE, IN MOUND OF ROCKS (ACCEPTED & USED)

EXHIBIT 'A'

BEING A PORTION OF

MEMORANDUM OF UNDERSTANDING

This memorandum is to recap the discussion that took place on February 5, 1998, several phone conversations thereafter, and a meeting that took place on March 8, 1998, between City and State officials.

The City currently has a lease on 240 acres within the Floyd Lamb State Park perimeter for which the use of the property is limited for purposes of a zoo.

The State currently has a BLM lease on property to the east of Floyd Lamb State Park, which is bordered by Torrey Pines on the west and Jones on the east.

It is understood that the State will allow the assignment of approximately 320 acres of leased BLM land to the City in exchange for the City releasing and voiding the Assignment of Lease on said 240 acres.

It is understood that the City will make application to the BLM for the 320 acre site with all supporting documentation as required.

It is understood that the City and State will prepare letters to be sent to the BLM to ask for and assign the State's current lease of this property from the State to the City.

It is understood that the "voiding" of the current Assignment of Lease the City currently possesses for 240 acres is conditional upon the approval of the BLM for the lease application/assignment of the 320 acres currently held by the State.

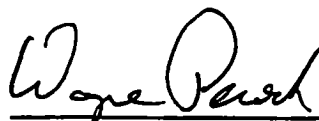
It is further understood that both entities wish to enter into an Interlocal Agreement to conduct a Master Plan to jointly apply our resources in the development and planning for future use of this land and for joint development and long-range objectives, in order to better serve the interests of the public in regard to the use of this area

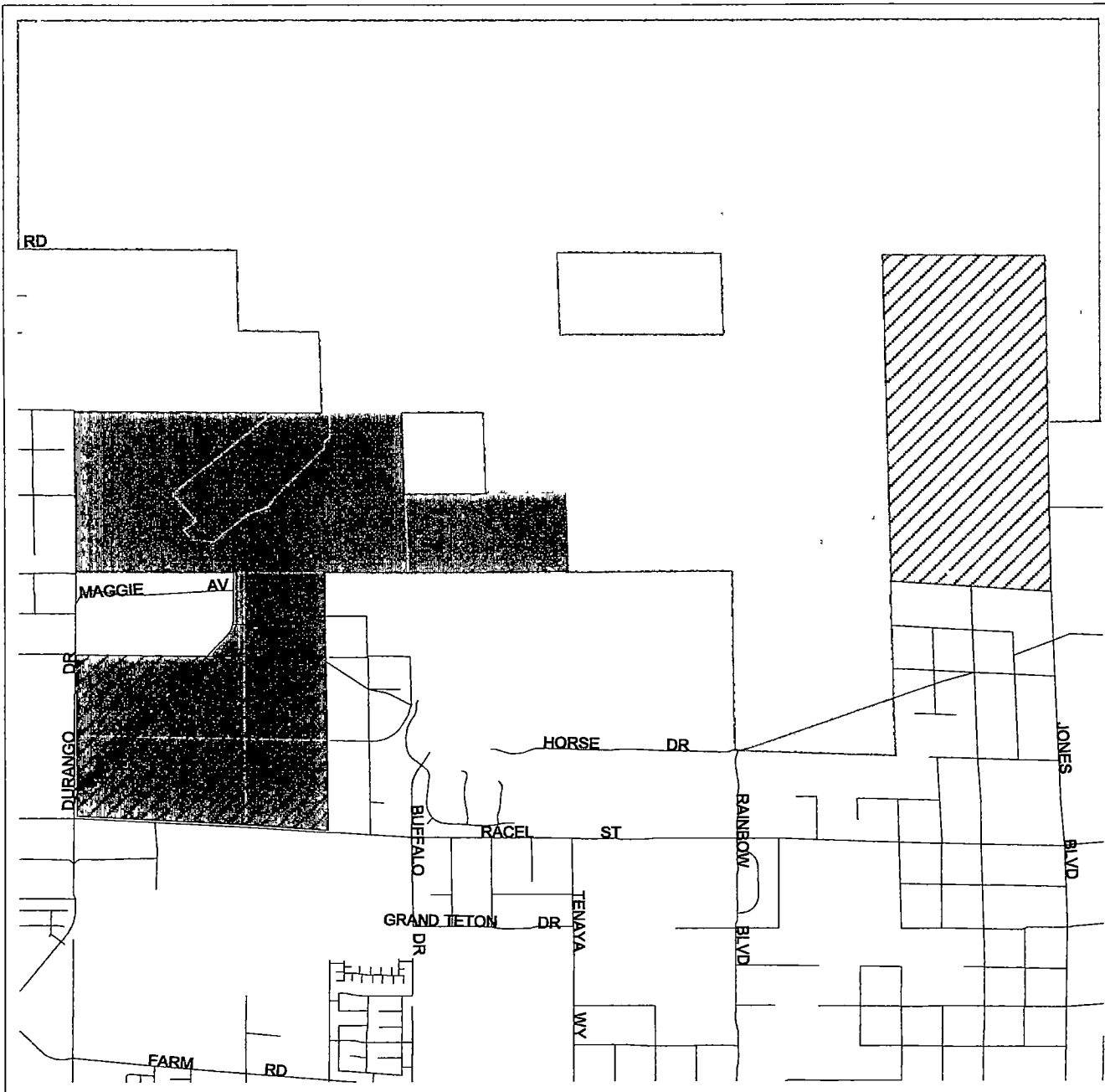
By signature of this Memorandum of Understanding, we mutually agree to the above documentation. It is understood by both parties that this document will be presented as back-up documentation to the BLM application process which will be presented for approval to the Mayor and City Council.

City of Las Vegas

State of Nevada

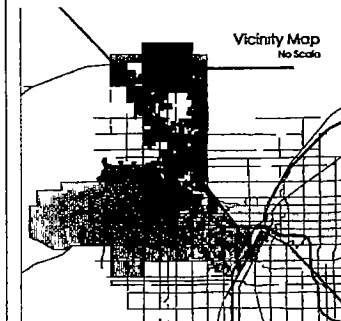
 4-13-98
David Roark, Manager Date
Real Estate & Asset Mgmt. Division

 4/14/98
Wayne Perock, Administrator Date
Division of State Parks



Floyd Lamb State Park

-  320 Acre BLM Lease to City
-  240 Acre Lease with State
-  Street Centerline
-  USA
-  State of Nevada



Real Estate & Asset Management



1:31680



Date of Data: 1999/02/25

INTER-OFFICE MEMORANDUM

March 29, 1999

TO:

COUNCILMAN ARNIE ADAMSEN
COUNCILMAN GARY REESE
REAL ESTATE COMMITTEE

FROM:

DAVID ROARK, MANAGER
REAL ESTATE & ASSET MGMT DIVISION

SUBJECT:

March 29, 1999, Real Estate Committee Agenda
Item/Discussion and possible approval of first
amendments to lease agreements between the
City of Las Vegas and various tenants located at
the Las Vegas Business Center

COPIES TO:

MAYOR JAN LAVERTY JONES
COUNCILMAN MICHAEL J MCDONALD
COUNCILMAN LARRY BROWN
VIRGINIA VALENTINE
STEVEN P HOUCHENS
JOHN MCNELLIS
JEFF MARESH
SHARON SEGERBLOM

BACKGROUND:

During the first 12 months of the operations of the Las Vegas Business Center, there were several revisions and changes, including a new numbering system required by the post office and the City's planning department; changes in occupation of the suites and/or storage units, and some less significant modifications of the Tenants' Lease Agreements. As a result, NSD staff worked with the City Attorney's office to develop an appropriate amendment form, which is known as the First Amendment to the Lease Agreement

Attached are First Amendments for the following Lease Agreements.

- Hooks Electric
- Stargate Plumbing
- House of Flava
- Law Offices of Marqueta Johnson
- On Time Productions
- The Tax Wizards
- Adam Management Consulting
- Betancourt & Associates
- True Power, Inc
- International College Funding
- Economic Opportunity Board, and
- TLC Home Health Care, Inc.

Where office suites and/or storage units were changed, added, or deleted, revised "Exhibit A" and/or "Exhibit A1" have been attached

FISCAL IMPACT:

The fiscal impact is minimal.

STAFF RECOMMENDATION:

Staff recommends approval of the attached First Amendments to Lease Agreements between the City of Las Vegas and the named tenants of the Las Vegas Business Center as detailed above

**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and ADAM MANAGEMENT CONSULTING ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 23, Las Vegas, Nevada. Exhibit "A" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The term shall begin on March 1, 1998 (the "Commencement Date"), and shall end on February 29, 2000.

3. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

4. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

5. In Section 5, delete the last paragraph and replace with the following:

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or obtaining a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

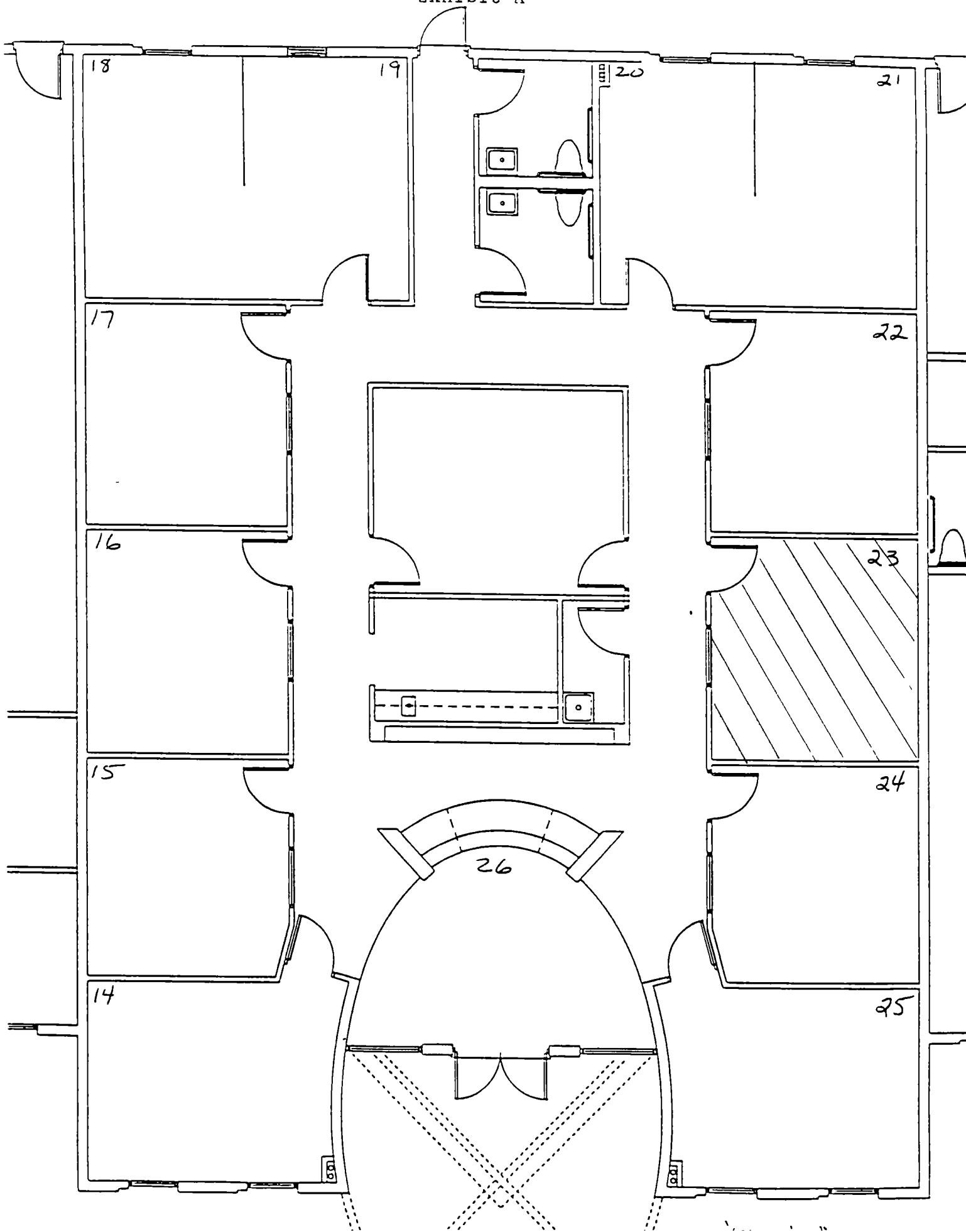
APPROVED AS TO FORM:

J. Ronemus 3/15/99
Date

ADAM MANAGEMENT CONSULTING

By: _____
MIR ALI, owner

LAS VEGAS BUSINESS CENTE
1951 Stella Lake St.
"Exhibit A"



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and ECONOMIC OPPORTUNITY BOARD ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated January 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 32, Las Vegas, Nevada. Exhibit "A" attached.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

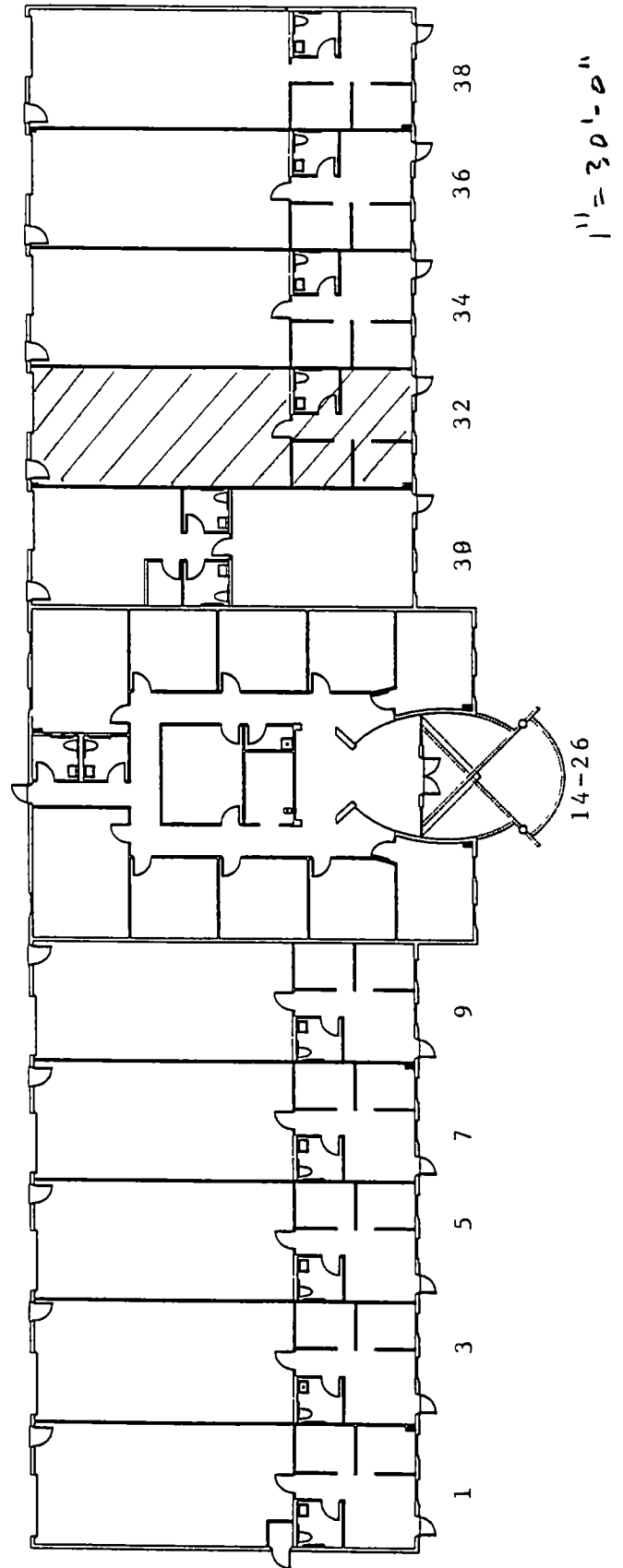
J. Portello 3/15/99
Date

ECONOMIC OPPORTUNITY BOARD

By: _____
JAMES TYREE, Executive Director

EXHIBIT "A"

1951 Stella Lake Street,
Las Vegas NV 89106



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and BETANCOURT & ASSOCIATES ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 1, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 19, Las Vegas, Nevada. Exhibit "A" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The term shall begin on March 1, 1998 (the "Commencement Date"), and shall end on February 29, 2000.

3. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

4. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

5. In Section 5, delete the last paragraph and replace with the following:

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or obtaining a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

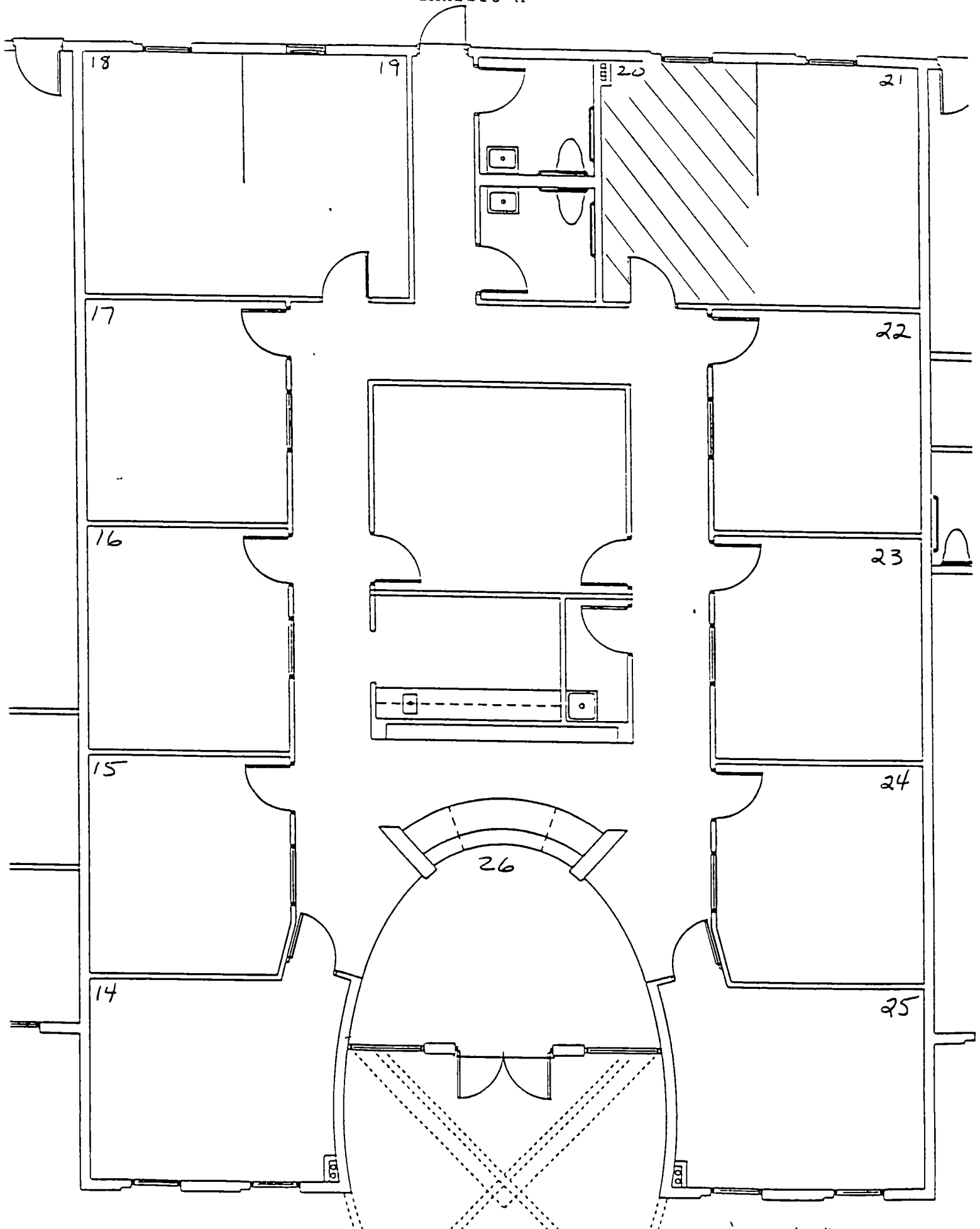
APPROVED AS TO FORM:

J. Penabaz 3/15/99
Date

BETANCOURT & ASSOCIATES

By: _____
PABLO BETANCOURT, owner

LAS VEGAS BUSINESS CENTE
1951 Stella Lake St.
"Exhibit A"



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and HOUSE OF FLAVA ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 16, Las Vegas, Nevada. Revised Exhibit "A" is attached.

2. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

3. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

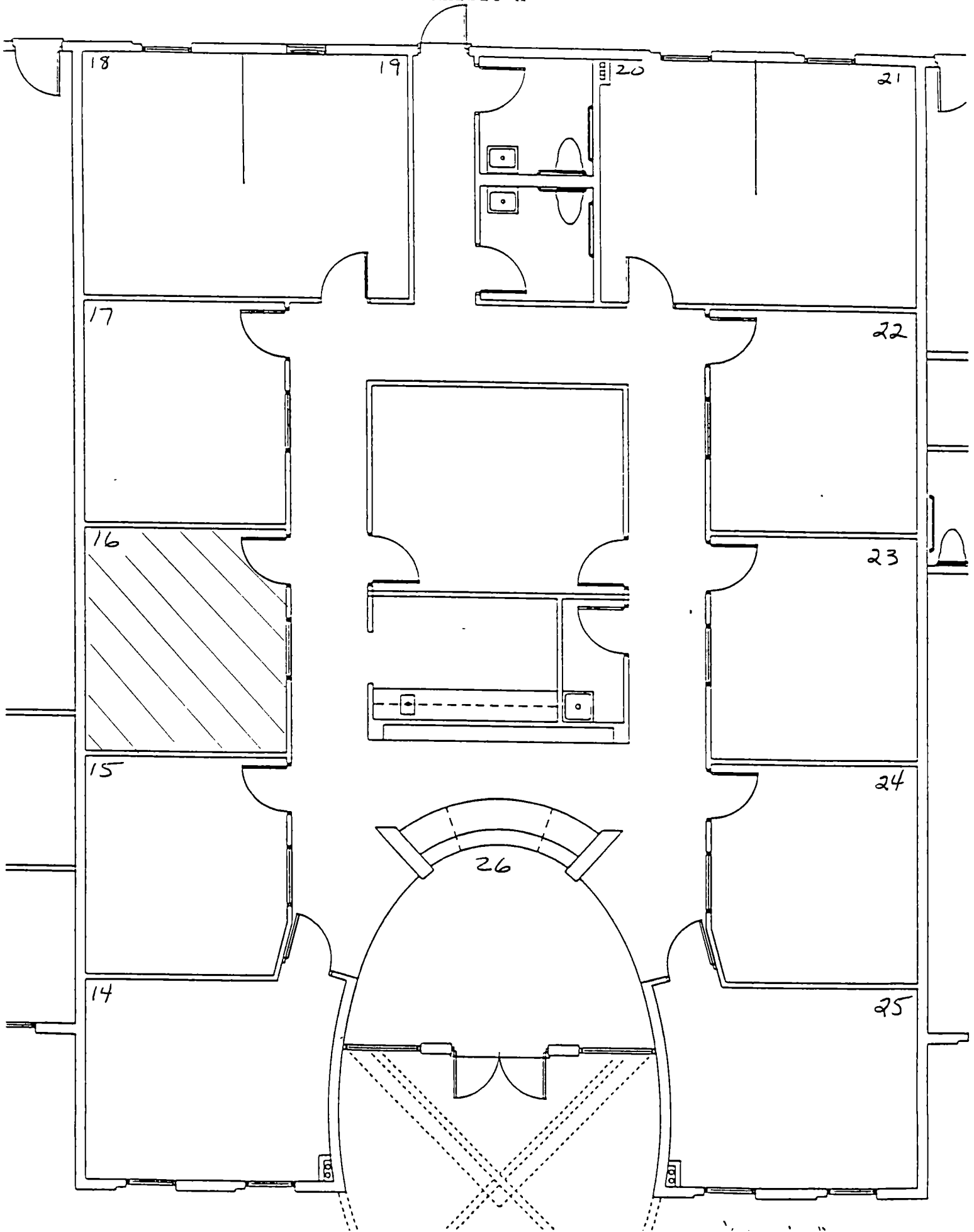
J. Pontello 3/15/99
Date

HOUSE OF FLAVA

By: _____
KYLE HECKARD, Partner

By: _____
TERRY WADE, Partner

LAS VEGAS BUSINESS CENTE
1951 Stella Lake St.
"Exhibit A"



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and HOOKS ELECTRIC ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated May 1, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete the entire section and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 17, and Storage Units 9 and 10, Rear Suite 9, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, hutch, return, executive chair, two guest chairs, file cabinet, computer software and hardware, and telephone. In addition, Tenant has leased two storage units for an additional \$100.00 per month (\$50.00 per unit). Exhibits "A" and "A1" attached.

2. In Section 3, delete entire section and replace with the following:

City will provide the Premises and Services as detailed in this section. Services shall include.

- a) all utilities;
- b) basic telephone system;
- c) staff support;
- d) business counseling to Tenant or refer Tenant to persons with the needed business skills;
- e) shared computer printer;
- f) fax and copy machines;
- g) limited reception services; and
- h) a minimum of six free training seminars

3. In Section 4, delete Item a) and replace with the following:

- a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

4. In Section 5, delete the entire section and replace with the following:

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Seven Hundred Dollars and No/Hundredths (\$700.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on April 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly.

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern

Nevada Enterprise Community (SNEC) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows:

Schedule	Tenant	SNEC
First six (6) months	\$200.00	\$400.00
Second six (6) months	\$300.00	\$350 00
Second twelve (12) months	\$400.00	\$300 00

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or getting a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By. _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pinkard 3/15/99
Date

HOOKS ELECTRIC

By. _____
CALVIN HOOKS, Owner

LAS VEGAS BUSINESS CENT
1951 Stella Lake St.
"Exhibit A"

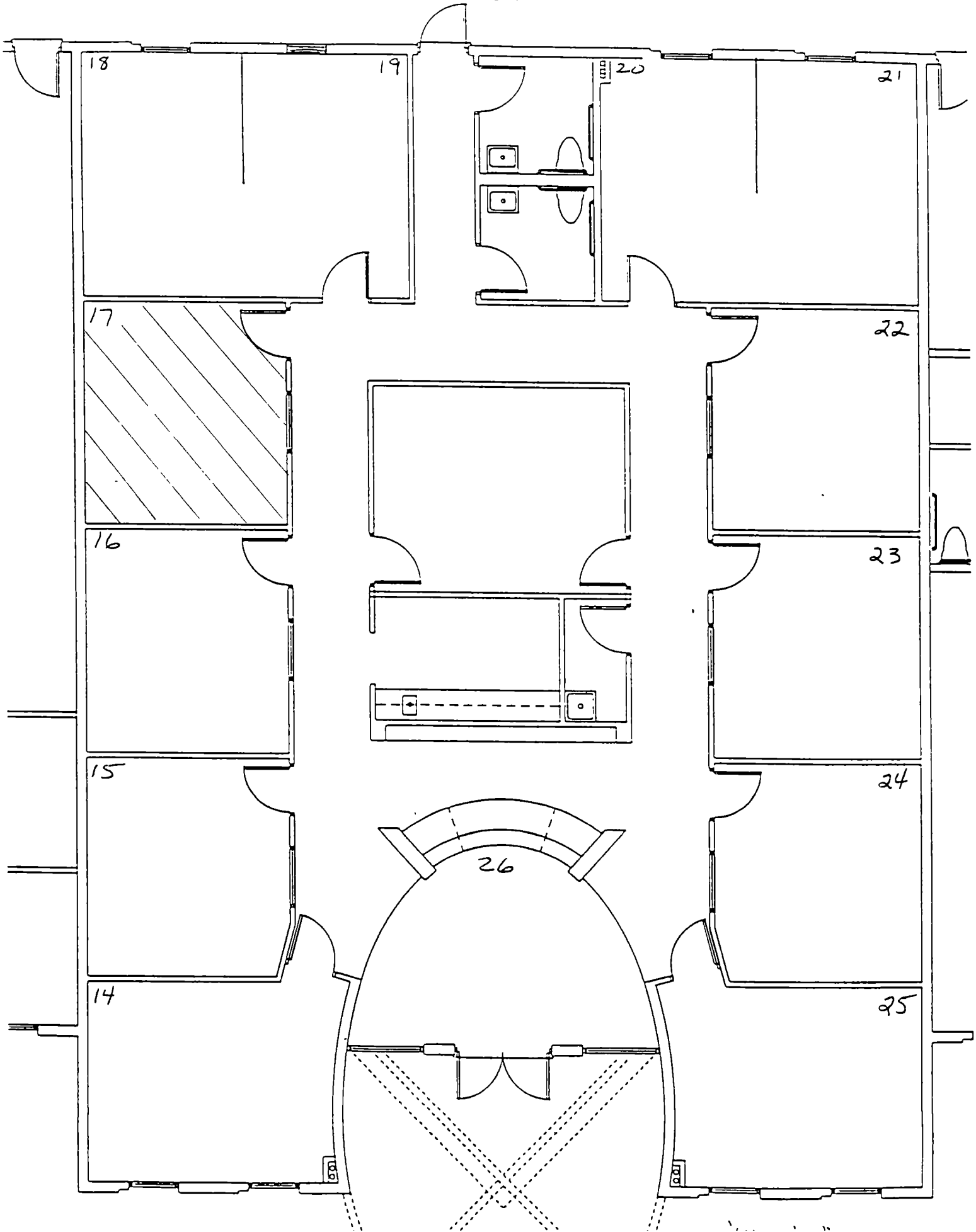
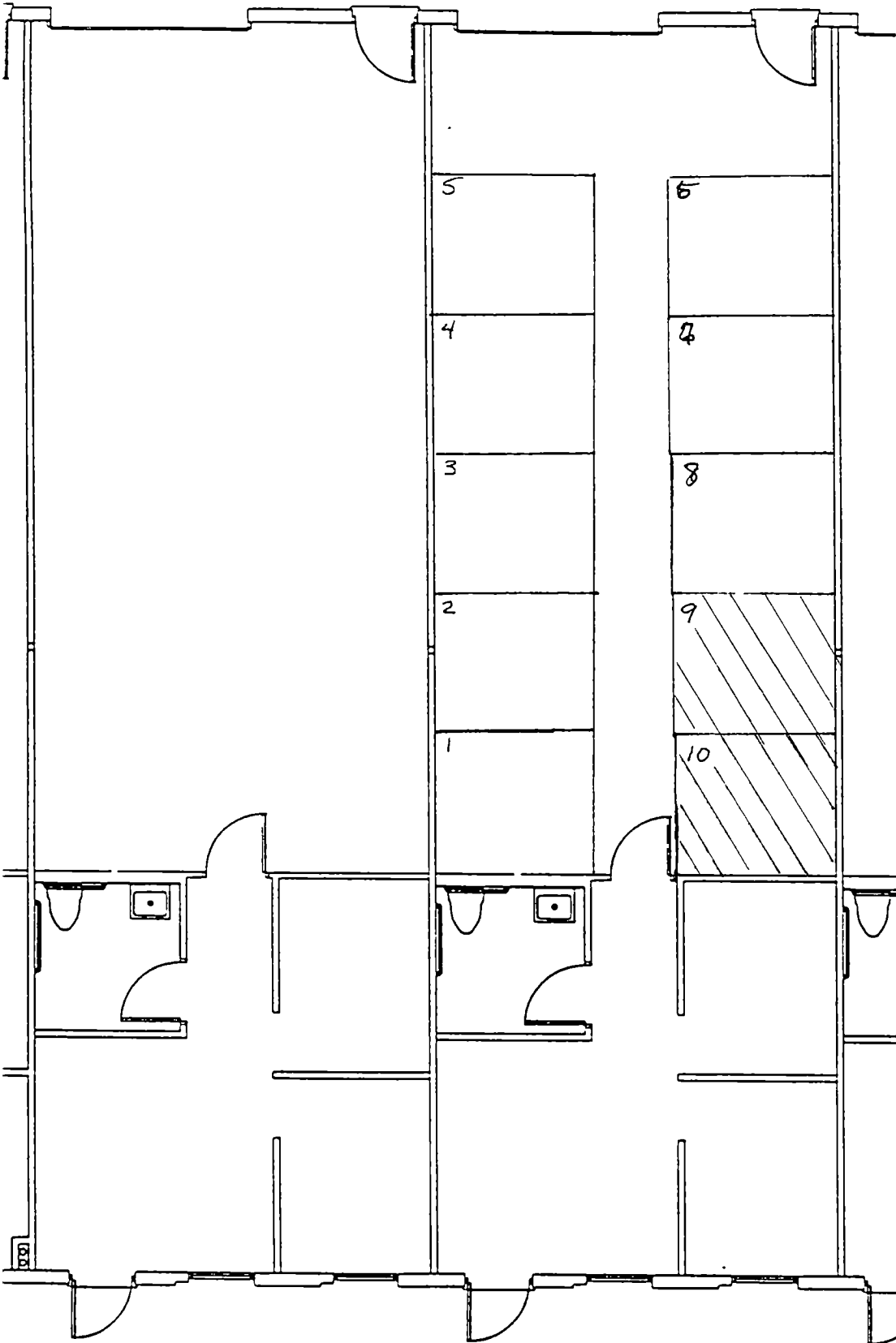


EXHIBIT "A"

LAS VEGAS BUSINESS CENTER
1951 STELLA LAKE ST., LAS VEGAS, NV 89106



SUITE "9"

$\frac{1}{8}" = 1'-0"$

**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ___ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and INTERNATIONAL COLLEGE FUNDING ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated January 12, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 15, Las Vegas, Nevada. Exhibit "A" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The term shall begin on March 1, 1998 (the "Commencement Date"), and shall end on February 29, 2000.

3. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

4. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

5. In Section 5, delete the last paragraph and replace with the following:

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or obtaining a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

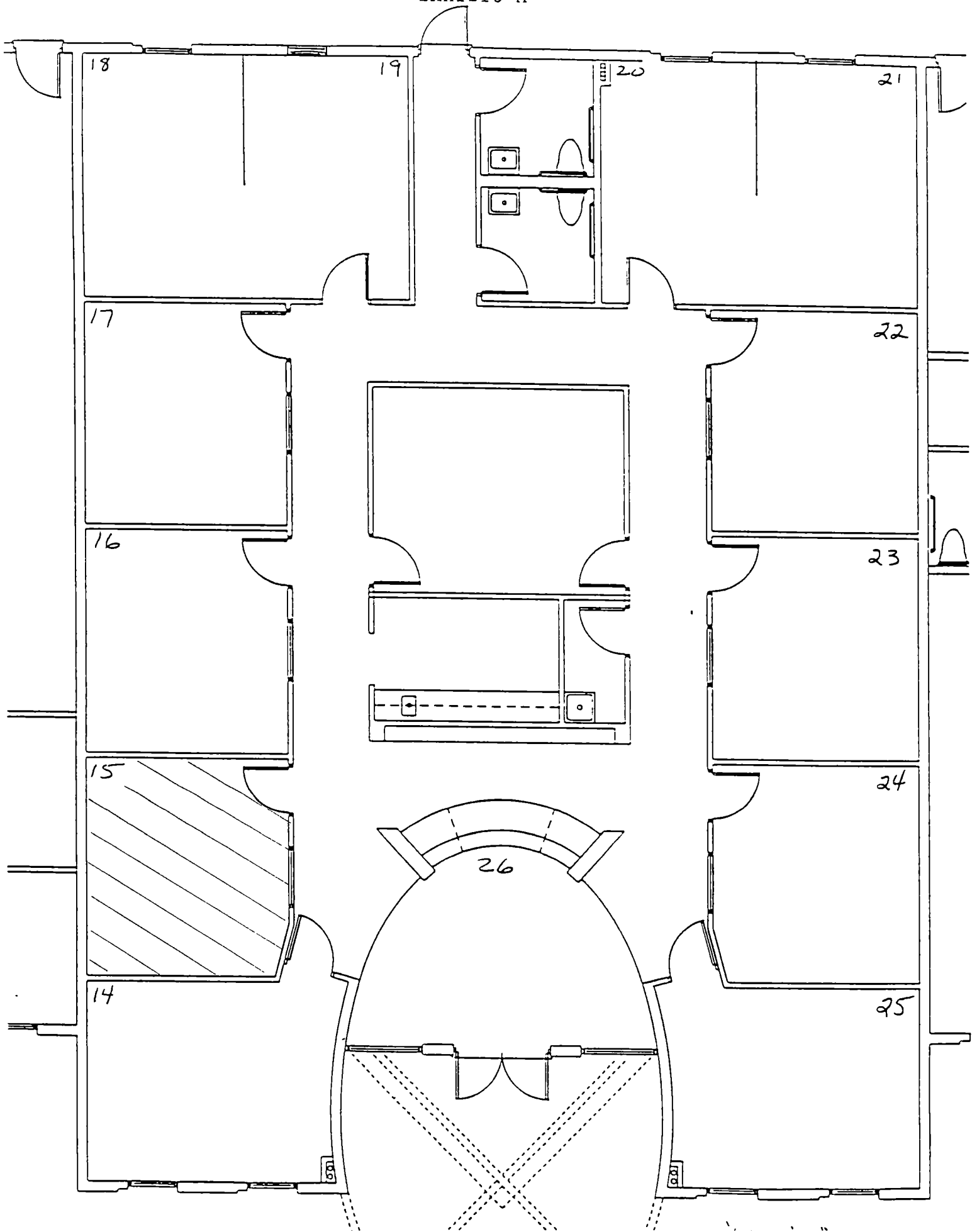
APPROVED AS TO FORM:

J. Penabazello 3/15/99
Date

INTERNATIONAL COLLEGE FUNDING

By: _____
BASIL CLAY, Owner

LAS VEGAS BUSINESS CENT
1951 Stella Lake St.
"Exhibit A"



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and STARGATE PLUMBING ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated March 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 7, Las Vegas, Nevada. Exhibit "A" attached.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Portello 3/15/99
Date

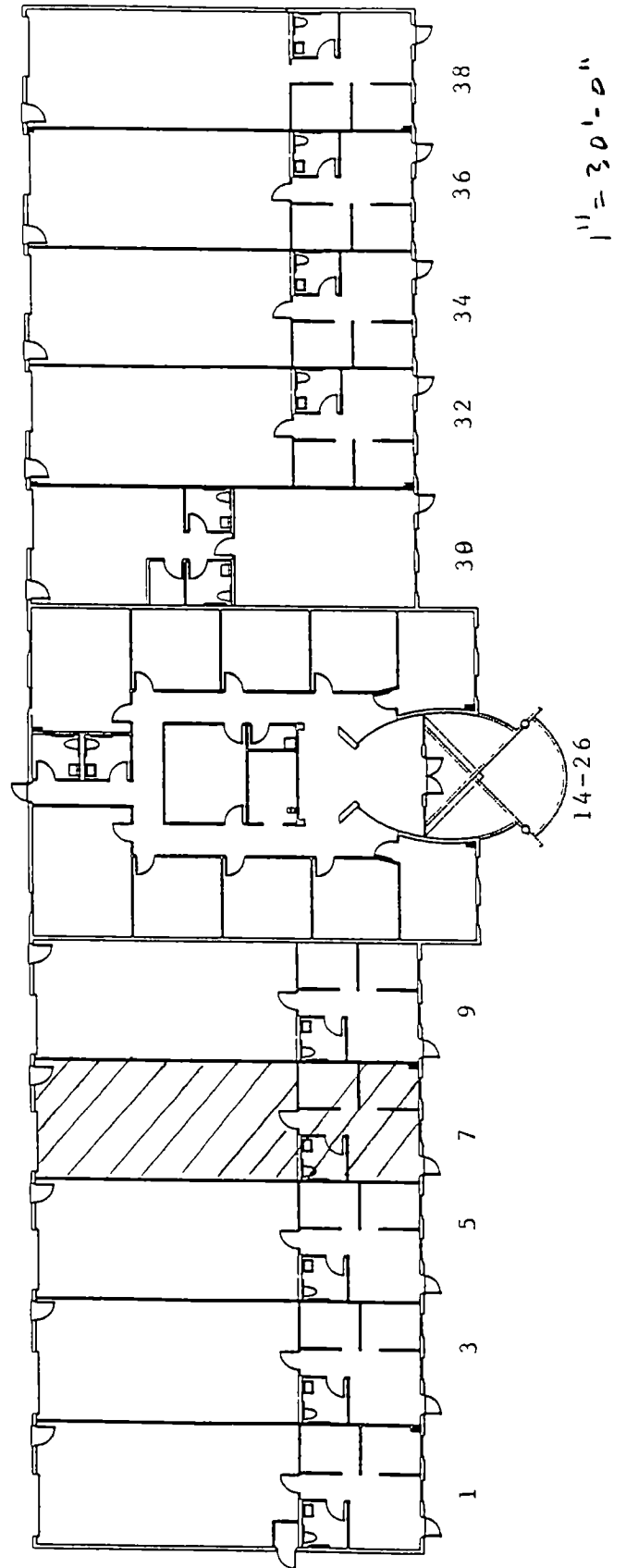
STARGATE PLUMBING

By: _____
JEROME JACKSON, President

Lake Mead Boulevard

EXHIBIT "A"

1951 Stella Lake Street,
Las Vegas NV 89106



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and LAW OFFICES OF MARQUETA JOHNSON ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 22, Las Vegas, Nevada. Exhibit "A" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The term shall begin on March 1, 1998 (the "Commencement Date"), and shall end on February 29, 2000.

3. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

4. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

5. In Section 5, delete the last paragraph and replace with the following:

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or obtaining a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

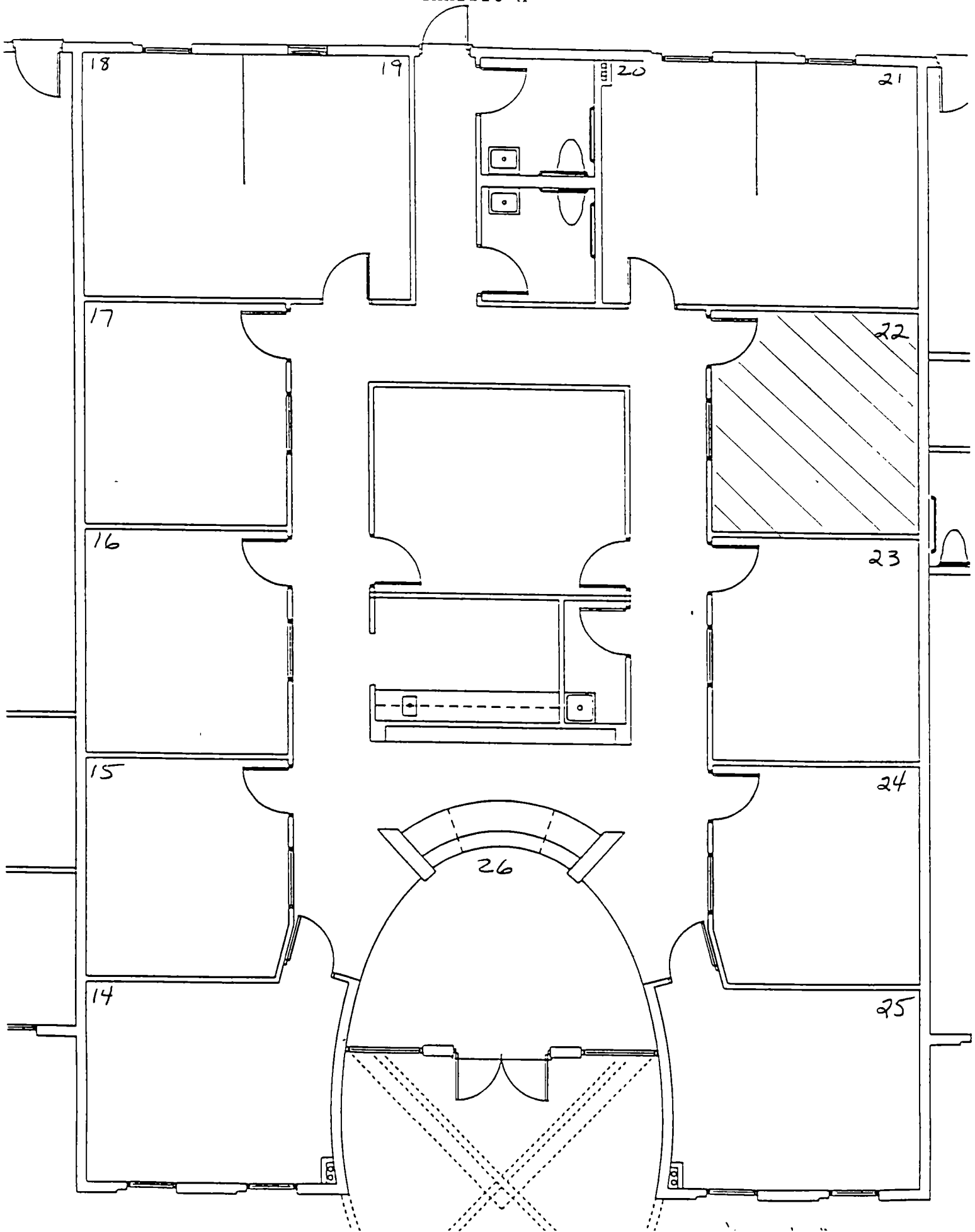
APPROVED AS TO FORM:

J. Pentecello 3/5/99
Date

LAW OFFICES OF MARQUETA JOHNSON

By: _____
MARQUETA JOHNSON, owner

LAS VEGAS BUSINESS CENT
1951 Stella Lake St.
"Exhibit A"



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and THE TAX WIZARDS ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 14, Las Vegas, Nevada. Exhibit "A" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The term shall begin on March 1, 1998 (the "Commencement Date"), and shall end on February 29, 2000.

3. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

4. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

5. In Section 5, delete the last paragraph and replace with the following:

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or obtaining a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

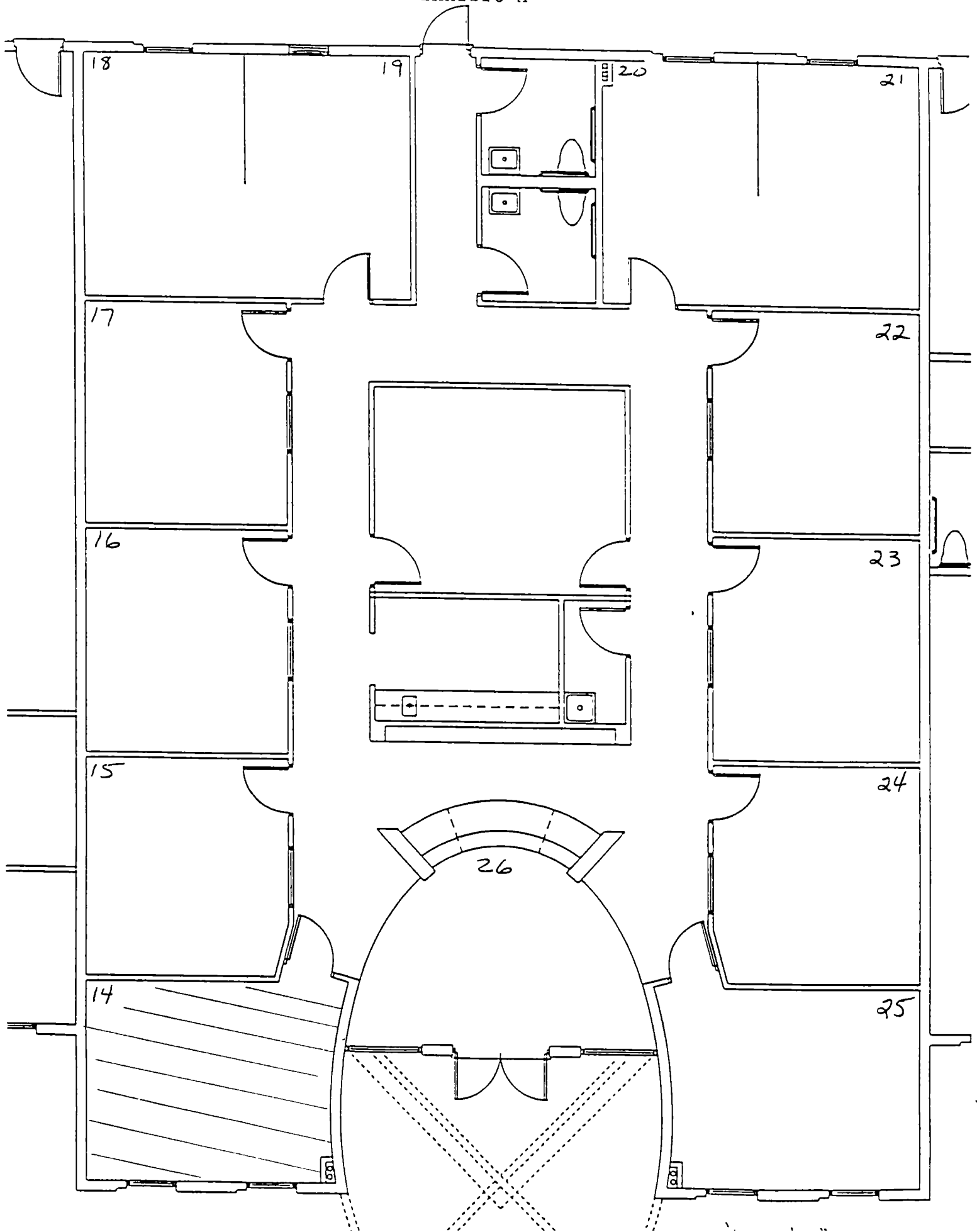
J. Perullo 3/15/99
Date

THE TAX WIZARDS

By: _____
MARTIN ARMSTRONG, Director

By: _____
VANESSA L. SMITH, Director

LAS VEGAS BUSINESS CENT
1951 Stella Lake St.
"Exhibit A"



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ___ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and TRUE POWER, INC. ("Tenant")

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 25, and Storage Unit 1, Rear Suite 9, Las Vegas, Nevada. Exhibits "A" and "A1" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The term shall begin on March 1, 1998 (the "Commencement Date"), and shall end on February 29, 2000.

3. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

4. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

In Section 5, delete the entire section and replace with the following:

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Six Hundred Fifty Dollars and No/Hundredths (\$650.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on April 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern Nevada Enterprise Community (SNEC) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows:

Schedule	Tenant	SNEC
First six (6) months	\$200.00	\$400.00
Second six (6) months	\$250.00	\$350.00
Second twelve (12) months	\$350.00	\$300.00

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or getting a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Portello 3/15/99
Date

TRUE POWER, INC.

By: _____
BLAKE PORTER, owner

LAS VEGAS BUSINESS CENTI
1951 Stella Lake St.
"Exhibit A"

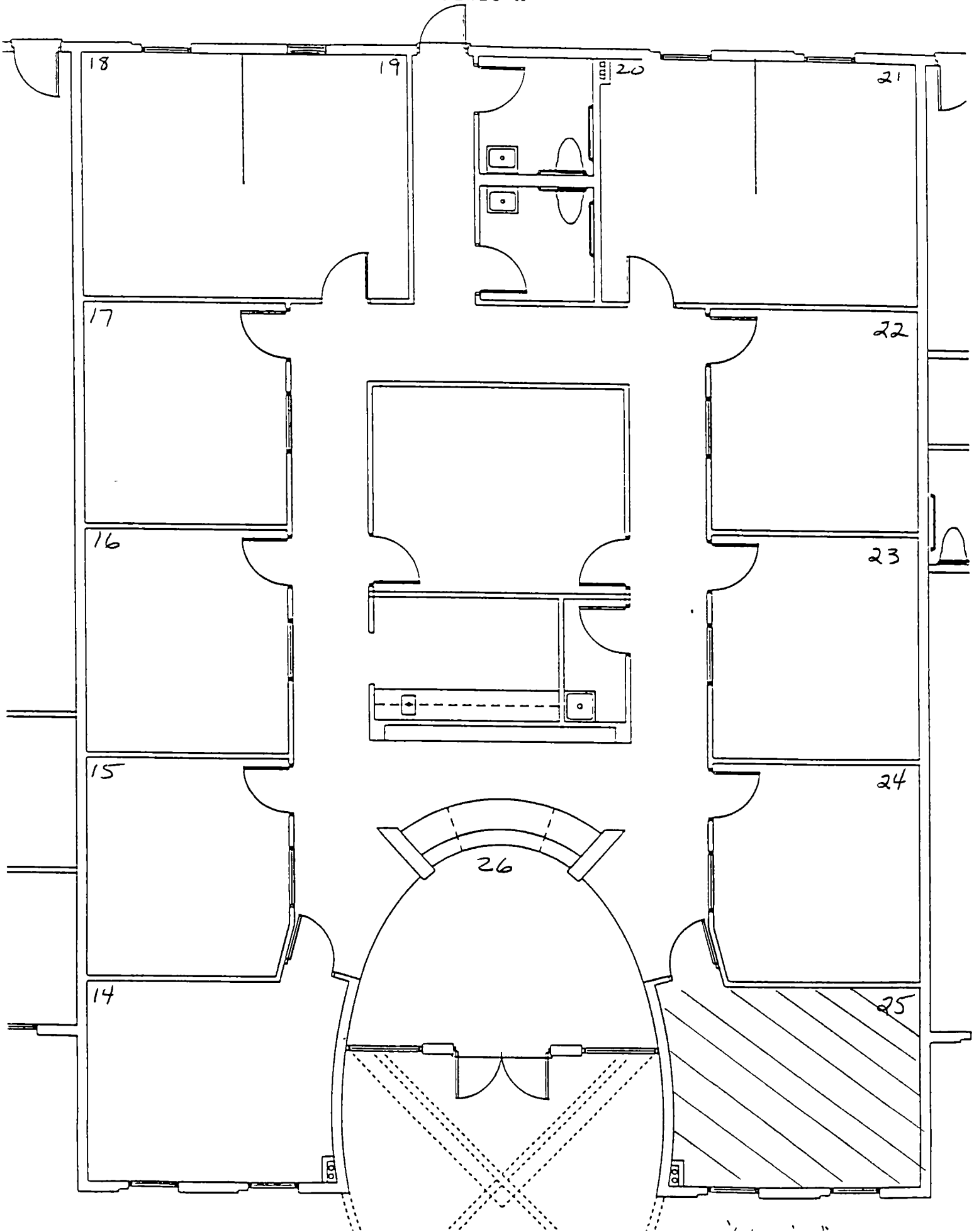
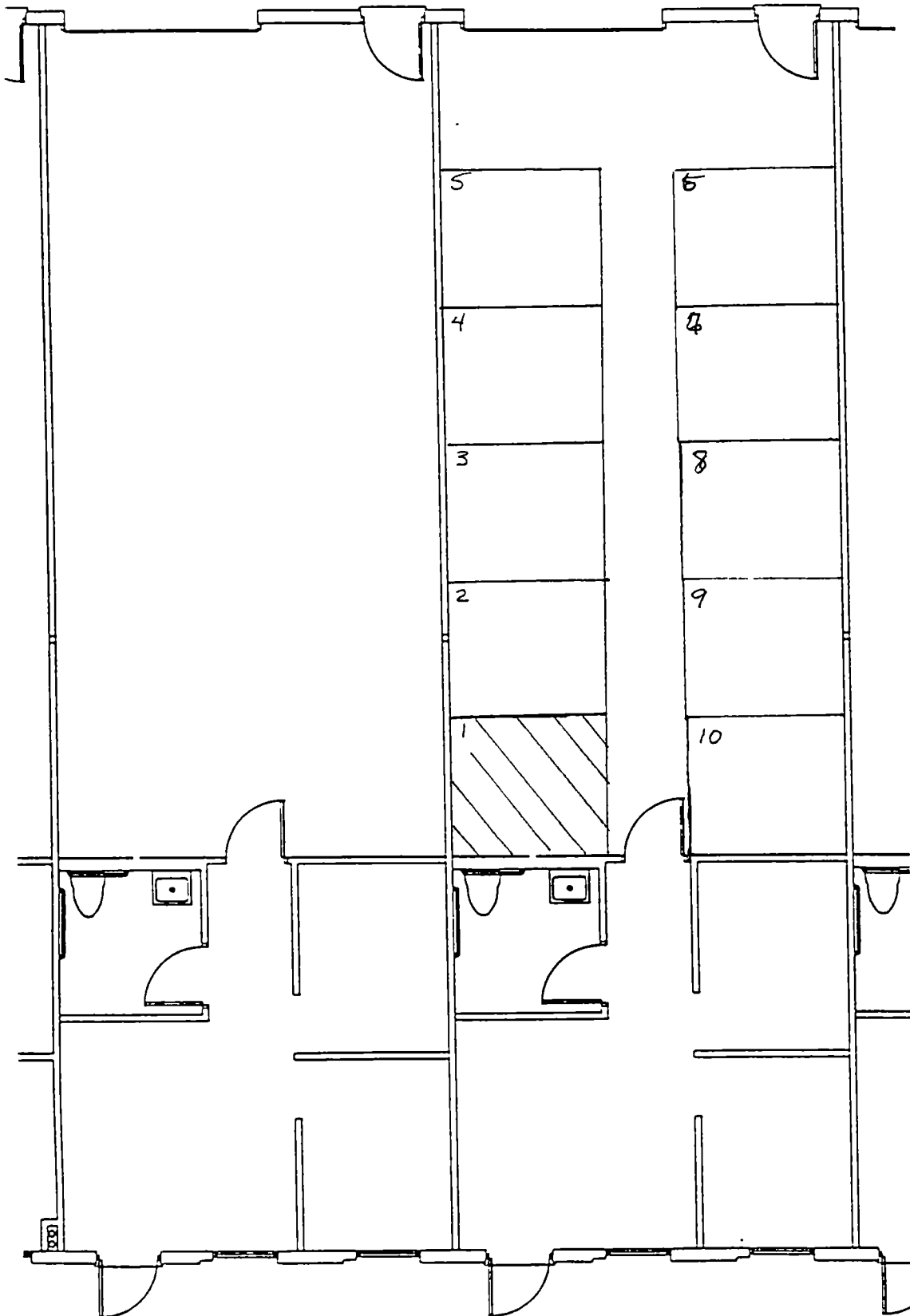


EXHIBIT "A1"

LAS VEGAS BUSINESS CENTER
1951 STELLA LAKE ST., LAS VEGAS, NV 89106



N →

SUITE "9"

$\frac{1}{8}'' = 1'-0''$

**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ___ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and ON TIME PRODUCTIONS ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 23, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 21, Las Vegas, Nevada. Exhibit "A" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The term shall begin on March 1, 1998 (the "Commencement Date"), and shall end on February 29, 2000.

3. In Section 3, delete Item g) and replace with the following:

g) limited reception services; and

4. In Section 4, delete Item a) and replace with the following:

a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

5. In Section 5, delete the last paragraph and replace with the following:

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or obtaining a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

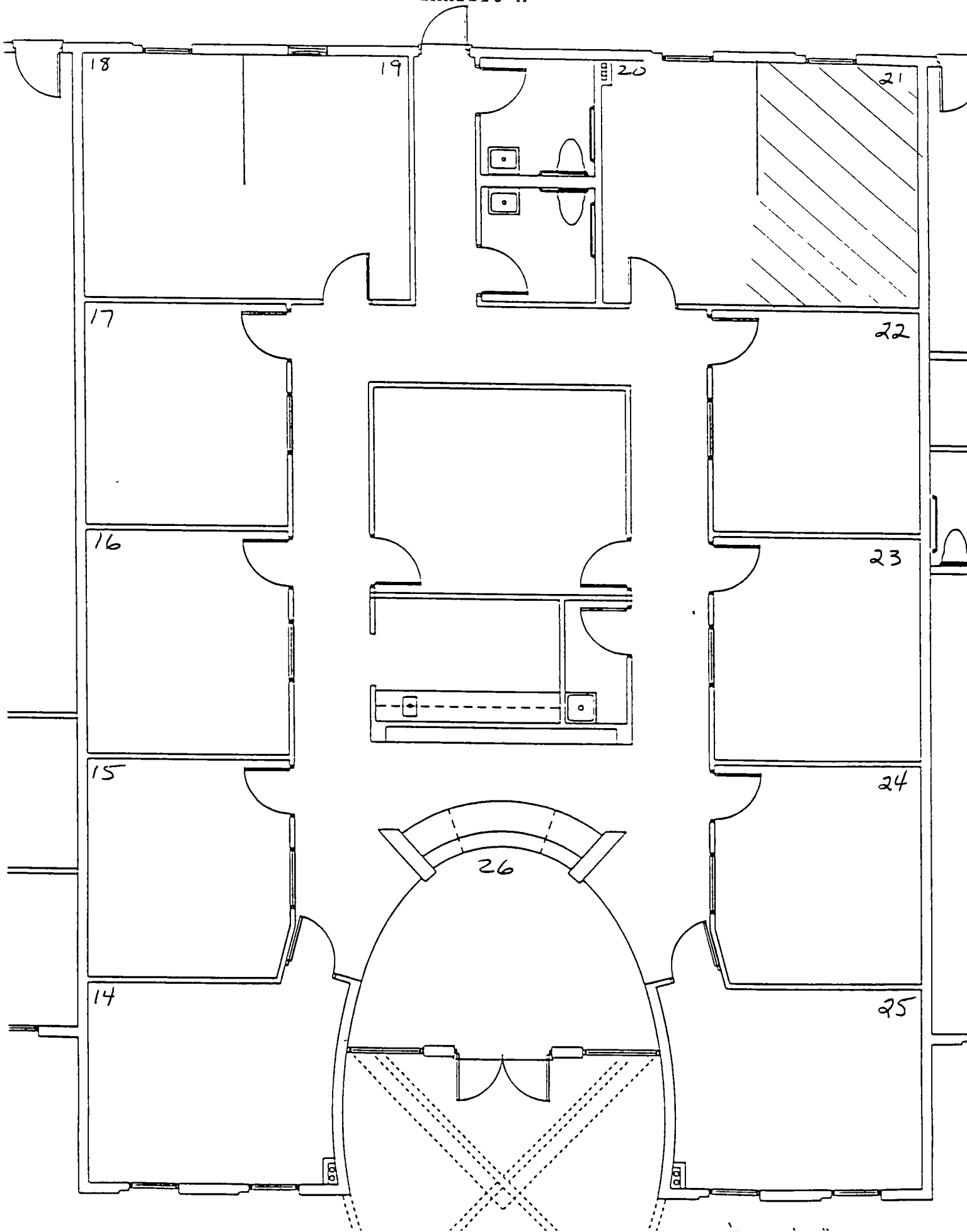
APPROVED AS TO FORM:

J Portchew 3/15/99
Date

ON TIME PRODUCTIONS

By: _____
JANIS CARTER, owner

LAS VEGAS BUSINESS CENTI
1951 Stella Lake St.
"Exhibit A"



**FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and TLC HOME HEALTH CARE, INC. ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated November 10, 1997, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete Sentence 1 and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suites 34 and 36, Las Vegas, Nevada. Exhibit "A" attached.

2. In Section 2, delete Sentence 2 and replace with the following:

The three year term shall begin on February 1, 1998 ("the Commencement Date") and shall end on January 31, 2001.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:
J. Portello 3/15/99
Date

TLC HOME HEALTH CARE, INC.

By: _____
DEBORAH TONEY, Administrator
"LESSEE"

By: _____
CLARA CALBERT, Clinical Director
"LESSEE"

Lake Mead Boulevard

EXHIBIT "A"

1951 Stella Lake Street,
Las Vegas NV 89106

