

LEE F. DELGRANDE FOUNDATION

GRANT AGREEMENT

The Lee F. DelGrande Foundation, Grantor agrees to make the following grant and The Second Judicial District Court, Grantee agrees to accept such grant, in accordance with the terms below and subject to the additional conditions (if any) set forth.

DATE GRANT AUTHORIZED: 11-9-18.

GRANT AUTHORIZED: Peace Center

SPECIFIC PURPOSES OF THE GRANT

This grant shall be restricted for the exclusive use of Grantee as per grant application. Funds shall be restricted for the exclusive use of Peace Center.

GENERAL CONDITIONS OF THE GRANT

1. PURPOSE: Grantee agrees to use the funds only for the purposes described in this grant agreement, and to so designate the funds in Grantee's records. Grantee further agrees to use the funds only for charitable purposes as defined from time to time by Internal Revenue Code Section 501(c)(3) and equivalent provisions of applicable state law, and not to use the funds in violation of the provisions of the Internal Revenue Code governing grantees of private foundations. (For all purposes of this agreement, any reference to the Internal Revenue Code or to any other statute shall be deemed to refer also to any successor statute and to the applicable regulations under such statute or successor statute.)

2. FUNDRAISING: No funds awarded through this grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms.

3. EVALUATION: Grantor may, at its expense, conduct an evaluation of operations under this grant, which may include visits by representatives of Grantor to observe Grantee's program procedures and operations with respect to this grant and to discuss such program procedures and operations with Grantee's personnel.

4. ACCOUNTING AND FINANCIAL REVIEW: A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by Grantee. Grantor may, at its expense and on reasonable notice to Grantee, audit or have audited the records of Grantee insofar as they relate to the activities funded by this grant.

5. TAX EXEMPTION AND FOUNDATION STATUS: Grantee shall immediately give written notice to Grantor if, prior to receipt of all or any portion of the grant, or before all or any portion of the funds are expended, Grantee ceases to be exempt from federal income taxes under Internal Revenue Code Section 501(c)(3) or becomes a private foundation under Internal Revenue

Code Section 509(a). Grantee represents that, based on its prior fundraising experience, this grant will not cause Grantee to become a private foundation under Internal Revenue Code Section 509(a).

6. **ADDITIONAL SUPPORT:** By making this grant, Grantor assumes no obligation to provide other or additional support for Grantee. This grant is not to be construed as establishing a precedent for further support of Grantee.

7. **REPORTING:** Grantee shall furnish to Grantor a written report on the use of the grant not later than 1 year after the receipt of the grant. Grantee shall furnish such additional reports on the use of the grant as may be requested by Grantor. If, notwithstanding Paragraph 5 above, Grantee is determined to be a private foundation under Internal Revenue Code Section 509(a) for a year in which funds are received from Grantor, Grantee agrees to provide any and all information requested by Grantor to enable Grantor to comply with the expenditure responsibility requirements set forth in Internal Revenue Code Section 4945.

The report shall be delivered to: Lee F. DelGrande Foundation
c/o Annette Capurro, Secretary
9216 Tesoras Dr. #302
Las Vegas, NV 89144

8. **REVERSION OF GRANT:** All or any portion of the amount granted shall be returned to Grantor in the event such portion of the grant is not expended or committed for the purposes authorized by Grantor. By written instrument only, Grantor may, upon written request from Grantee, authorize a modification in the disbursement of the funds.

9. **ACKNOWLEDGEMENT:** Grantee acknowledges that it has read this agreement carefully and understands its content.

Executed by or on behalf of Grantor and Grantee as follows:

Grantor: Lee F. DelGrande Foundation

By: Peter I. Breen
Peter I. Breen, President

Date: _____

Grantee: Second Judicial District Court

By: Jacqueline Bryant
Name

By its: 11-19-18 Administrator / Clerk of Court
Title

Date: 11-19-18