

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") by and between the City of Las Vegas, hereinafter referred to as SUBSUBLESSOR, and STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, BUILDINGS AND GROUNDS, hereinafter referred to as SUBLESSEE, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES, hereinafter referred to as SUBTENANT (hereinafter collectively known as "the Parties").

W I T N E S S E T H:

WHEREAS, COURTYARD HRC, a nonprofit corporation organized and existing under the laws of the State of Nevada ("Master Landlord"), is the owner of a leasehold interest in a certain parcel of real property situated in the City of Las Vegas, with Assessor's Parcel Number 139-27-504-019, commonly addressed as 314 Foremaster Ln, Las Vegas, NV 89101, and those existing facilities on the parcel (collectively, the "Real Property") pursuant to the Site Lease (the "Site Lease") dated August 6, 2020 between the City of Las Vegas (the "Fee Owner"), and Master Landlord, which includes the Corridor of Hope building.

WHEREAS, the Master Landlord has substantially rehabilitated the Real Property and leased the Real Property and the existing improvements to SUBLESSOR pursuant to that Lease Agreement dated



August 6, 2020 (the "Master Lease") and has assigned its right to receive payments under the Master Lease and its right to enforce its interest and rights under the Master Lease in the event of a default under the Master Lease by the SUBLESSOR, to LVCIC Sub-CDE IX, LLC, a Nevada limited liability company (the "CDE Lender").

WHEREAS, SUBLESSOR desires to sublease to SUBLESSEE/SUBTENANT, and SUBLESSEE/SUBTENANT desires to sublease from SUBLESSOR, space in the Corridor of Hope building at the Real Property.

WHEREAS, the Master Lease requires that certain terms and conditions be included in this Sublease which are set forth in Exhibits "B" and "D" attached hereto and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the CFR 45 fees herein reserved and the covenants, terms and conditions herein contained, SUBLESSOR does by these presents sublease unto SUBLESSEE the following described property:

1,046 usable square feet of office space, and SUBTENANT occupies 7.03% of 1,827 common area space for a total of 128.438 square feet (the "Demised Premises") located at 314 Foremaster Lane, Building 3, Las Vegas, Nevada 89101. Refer to EXHIBIT "A", attached hereto and incorporated herein.

ONE. TERM OF SUBLEASE. Subject to Section Thirty-Three below, SUBLESSOR hereby subleases unto SUBLESSEE and SUBLESSEE agrees to sublease from SUBLESSOR, the Demised Premises, effective upon



approval of the Nevada State Board of Examiners, and by the City Council for the City of Las Vegas, in accordance with applicable Nevada law, and executed by authorized officers of the Parties, retroactively commencing on August 1, 2023, and terminating on July 31, 2028.

1.2 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting SUBTENANT'S funding or ability to satisfy its fee payment obligation SUBTENANT agrees that during the term of this Sublease it will in good faith include in its agency budget request, pursuant to NRS 353, authorization to receive and expend state and/or federal dollars sufficient to meet SUBTENANT'S obligations under this Sublease. However, it is hereby specifically and expressly agreed by the Parties hereto that this Sublease or any renewal thereof shall be terminated immediately if for any legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government limits, restricts, or impairs SUBTENANT'S funding or ability to satisfy its fee payment obligation. SUBTENANT shall pay the fee for the month in which such occurrence and termination takes place and shall have no other payment obligation to SUBLESSOR thereafter under this Sublease or for the Demised Premises. SUBLESSOR shall retain its other remedies which are provided in the Sublease, but SUBLESSOR shall have no rights



to collect any further fees from SUBTENANT. Proof by SUBTENANT of a diminution in funding which was intended to be used as all or part of the funding for the payment of the fees under this Sublease shall be sufficient if copies of supporting state or federal documents are furnished to SUBLESSOR or if the Executive Director of SUBTENANT provides an Affidavit that such funding or other limiting eventuality has occurred.

1.3 Federal Funding. In the event, federal funds are used for payment of all or part of the fees due under this Sublease:

a) SUBLESSOR certifies, by signing this Sublease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations.

b) SUBLESSOR and its principals shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).



c) For subleases in excess of \$150,000, SUBLESSOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). To the extent this provision is applicable, SUBLESSOR agrees to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d) For all subleases exceeding \$100,000, SUBLESSOR certifies, by signing this Sublease that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment). SUBLESSOR must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures will be forwarded to the appropriate agencies.

TWO. COMPLIANCE WITH THE LAW. SUBLESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (P.L. 101-136), (42 USC Section 12101 through 12213 and 47 USC Sections 225), as amended,



and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations, and underlying regulations and rules applicable to the Demised Premises. Nothing herein contained shall be construed to restrict SUBLESSOR from contesting the validity of any such regulations, rule, or ordinance, provided SUBLESSOR indemnifies SUBLESSEE to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

THREE. AUTHORITY. SUBLESSOR and SUBTENANT understand that per Nevada Revised Statutes, NRS 331.110 the Administrator of the State Public Works Division is responsible for leasing and equipping office space for SUBTENANT under this Sublease. At no time shall SUBLESSOR or their agents and SUBTENANT enter into negotiations between themselves for Sublease terms, conditions, or modifications (State Administrative Manual, 1020.0). Only SUBLESSEE, as deemed in the best interest of the State, has the sole authority to select and utilize a real estate agent to represent the State in this Sublease, or to negotiate terms and conditions related to leased space.

FOUR. CFR 45 FEES. SUBTENANT agrees to pay to SUBLESSOR as and for said Demised Premises the sum of:

4.1 A monthly total of ONE THOUSAND FIFTY-NINE DOLLARS AND 69/100 (\$1,059.69), from August 1, 2023, through July 31, 2024; and



4.2 A monthly total of ONE THOUSAND FIFTY-NINE DOLLARS AND 69/100 (\$1,059.69), from August 1, 2024, through July 31, 2025; and

4.3 A monthly total of ONE THOUSAND FIFTY-NINE DOLLARS AND 69/100 (1,059.69), from August 1, 2025, through July 31, 2026; and

4.4 A monthly total of ONE THOUSAND FIFTY-NINE DOLLARS AND 69/100 (\$1,059.69), from August 1, 2026, through July 31, 2027; and

4.5 A monthly total of ONE THOUSAND FIFTY-NINE DOLLARS AND 69/100 (\$1,059.69), from August 1, 2027, through July 31, 2028.

Fees shall be payable without notice, invoice, or demand, quarterly in advance without offset or deduction except as provided for elsewhere in the Sublease on the first day of each quarter to SUBLESSOR. In the event the Commencement Date of this Sublease is not the first day of a calendar month, the fees shall be prorated on a per diem basis for the calendar month in which the Sublease Term begins. SUBLESSEE reserves the right to renegotiate the monthly fees at any time throughout the Sublease term. Any adjustments to the fee must be approved by both parties pursuant to section Twenty-Two. The obligation to pay fees does not survive the termination of this Sublease.

FIVE. PROPERTY TAXES AND OPERATING EXPENSES. It is understood and agreed between the Parties that the fees described in Section Four above, shall compensate SUBLESSOR for SUBTENANT'S pro rata share of any and all operating expenses attributable to the



building complex, the building, or the Demised Premises. There shall be no pass-through of property tax or any type of operating expense to SUBTENANT or SUBLESSEE.

SIX. UTILITIES AND SERVICES.

6.1 Utilities and Services Provided by SUBLESSOR. Unless specified to the contrary in Section 6.3 below, SUBLESSOR, at SUBLESSOR'S sole cost and expense, shall provide the building, common area and Demised Premises with the following utilities and services:

a) UTILITIES. Gas, electricity, sewer, and water (hot and cold water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes).

b) HVAC SYSTEM. A heating, ventilation, and air conditioning ("HVAC") system, fully equipped and of sufficient capacity to provide a comfortable, professional office environment in the Demised Premises for SUBTENANT'S staff and office equipment. Said HVAC system shall maintain temperatures within the Demised Premises at a maximum of not less than 68° Fahrenheit in the winter and not more than 78° Fahrenheit in the summer.

c) SERVICES.

i. Trash collection, to include recycling containers, if available.

ii. Quarterly pest control (interior and exterior).

iii. Elevator service, (if applicable).



iv. Provide and service fire extinguishers and any other fire protection/prevention devices as required by governmental regulations.

v. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.

vi. SUBLESSOR shall provide SUBTENANT with space in SUBLESSOR'S server room for a locked cabinet for server equipment provided by SUBTENANT.

vii. SUBLESSOR shall provide janitorial services for the Demised Premises.

6.2 Normal Business Hours and After Hour Usage of HVAC and Other Services. SUBLESSOR shall, at SUBLESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. ("Normal Business Hours"). To the extent within SUBLESSOR'S control, all utilities and services shall be available to SUBTENANT twenty-four (24) hours a day, seven (7) days a week, except as necessary for repair and maintenance. However, in the event SUBLESSOR determines that SUBTENANTT'S usage other than during Normal Business Hours becomes excessive, SUBLESSOR may impose a reasonable hourly charge for SUBTENANT'S usage of electricity, gas, and water during those times, to be mutually agreed upon by SUBLESSOR, SUBLESSEE and SUBTENANT.



6.3 Utilities and Services Provided and Paid by SUBTENANT.

a) TELEPHONE/DATA. SUBTENANT, at their sole cost, shall provide state-owned telephone and computer/data equipment and pay Industry Standard user fees for telephone/data services.

SEVEN. REPAIR AND MAINTENANCE. SUBLESSOR, at SUBLESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the building and the Demised Premises in a first-class condition during the Sublease Term, including but not limited to: the Building structure, structural elements and systems; public and common areas of the building; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural floor); window coverings; interior and exterior paint; exterior and interior lighting (including replacement of fixtures, ballasts and bulbs); interior ceilings (including ceiling tiles and t-bars); electrical; plumbing, pipes, fixtures and equipment (except those owned by SUBTENANT); roofing; exterior and interior walls; windows; doors; stairs; corridors; restrooms; elevator maintenance (if applicable); sidewalk repairs; landscaping maintenance; parking lot repairs; and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of SUBLESSEE or SUBTENANT. SUBTENANT shall reimburse



SUBLESSOR for repairs and replacements to the Demised Premises which are necessary due to SUBTENANT'S misuse or negligence. SUBLESSEE and SUBTENANT agree to maintain the Demised Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted. SUBLESSEE and SUBTENANT shall route requests for repairs and/or maintenance through the property management company or SUBLESSOR. To the extent the SUBLESSEE and SUBLESSOR receives personally identifiable information, SUBLESSEE and SUBLESSOR shall comply with the Privacy Act of 1974, HIPAA, NRS 422A.342 and all applicable privacy and other law and regulations relating to protection, collection, use, and distribution of personal identifiable information. The term "personally identifiable information" refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. See 2 CFR 200.79 & OMB M-07-16. The SUBLESSOR and SUBLESSEE shall use best efforts to prevent SUBLESSOR and SUBLESSEE, their respective employees, subcontractors, and agents, from accessing personal identifiable information in the possession of SUBLESSEE or SUBLESSOR.



SUBLESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, the building and common area facilities at reasonable times and without undue inconvenience to SUBLESSEE or SUBTENANT and for which, reasonable access shall be provided thereby. When making repairs, SUBLESSOR shall take necessary actions to protect SUBTENANT'S property and personnel from loss, damage, and injury and to avoid disrupting SUBTENANT'S use and occupancy of the Demised Premises. Any substantial impairment of the use or enjoyment of the Demised Premises, the building or the parking lot that is of such extent or nature as to materially handicap, impede or impair SUBTENANT'S use of the Demised Premises and therefore renders the Demised Premises unfit for use by SUBTENANT in the ordinary conduct of its business shall cause the proportionate abatement and reduction in fees, by way of adjustment of succeeding fee payments, for such part of the Demised Premises as shall be rendered unusable by SUBTENANT in the conduct of its business during the time such part is so unusable.

EIGHT. REDUCTION OF SERVICES. The fees and any other monies payable, if any, is based in part upon utilities, services, repairs, and maintenance (hereinafter "Services") which SUBLESSOR shall provide as described in Section Six and Section Seven above. If Services to be provided by SUBLESSOR are interrupted (except from circumstances beyond SUBLESSOR'S control), and SUBLESSOR fails to correct or commence correction within five (5) days after receipt of written notice from LESSEE or SUBTENANT per Section



Twenty below, and the interrupted Services substantially impair and/or materially handicap SUBTENANT'S intended use or enjoyment of the Demised Premises, SUBTENANT'S fees, and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in Services began and ending when the Services are restored.

Notwithstanding the above, in the event Service is interrupted on heating, ventilation or air conditioning, and/or water, and/or sewer, and SUBLESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from SUBLESSEE or SUBTENANT per Section Twenty below, then SUBTENANT'S fees, and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in said specific Services began and ending when the Services are restored.

NINE. SMOKING POLICY. State law prohibits smoking in public buildings (NRS 202.2491). This policy applies to buildings that are either owned or leased by the State and are managed by the State Public Works Division's Leasing Services section. Authorized smoking locations must be outdoors in an area that is safe and free from any hazardous chemicals, materials, or conditions.

TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. SUBTENANT shall not negotiate or cause to be made any alterations, additions, or improvements in or to the Demised Premises. SUBTENANT may, at any time during the Sublease Term, requisition SUBLESSEE in writing



to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by SUBLESSOR in accordance with Section Three above, herein. SUBLESSEE may not make any improvements, alterations, additions or changes to the Demised Premises without the prior written consent of SUBLESSOR. Any such authorized alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Demised Premises or building. All alterations, additions, or improvements in or to the Demised Premises at the commencement of or during the Sublease Term shall become part of the Demised Premises and the sole property of SUBLESSOR, who shall be responsible for the servicing and maintenance of said alterations. All movable fixtures installed by SUBLESSEE or SUBTENANT shall be and remain their property and shall not become the property of SUBLESSOR. Prior to the installation of any work which might be considered art in, on or about the Demised Premises, including, without limitation, any sculptures, murals, wall art, frescos, mosaics, and/or paintings that have been affixed to, embedded in or attached to the Demised Premises other than by a simple nail or similar art mounting hardware, .SUBTENANT shall first obtain the prior written consent of SUBLESSOR in each instance (such consent to be granted or withheld in SUBLESSOR's sole discretion). Such consent may be conditioned upon SUBTENANT obtaining a written waiver, in form and substance reasonably



agreeable to SUBLESSOR, under the federal Visual Artists Rights Act of 1990 between SUBTENANT and at least one of the artists if there is more than one.

ELEVEN. PAYMENT OF TAXES AND INSURANCE. SUBLESSOR, at its sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises at all times during the Term of this Sublease. SUBLESSOR will pay all real property taxes or any other assessments on the Demised Premises when due, including improvements thereon during the Sublease Term hereof or any renewal period.

SUBTENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of SUBTENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all-risks property insurance policy.

TWELVE. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, SUBLESSEE/SUBTENANT hereby agrees to indemnify and hold harmless SUBLESSOR, its successor, assigns, agents and employees from all claims, damages, losses and



expenses due to SUBTENANT negligence arising out of or resulting from the use and occupancy of the Demised Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of SUBTENANT, its sub-subtenants, employees or agents. The State shall not be required to indemnify SUBLESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses, or expenses relating to or arising out of this Sublease to the extent caused in whole or in part by the acts, negligence or omission of SUBLESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

THIRTEEN. CHOICE OF LAW AND FORUM. The validity, construction, interpretation, and effect of this Sublease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Sublease are subject to the sole jurisdiction of the State courts in the State of Nevada, County of Clark.

FOURTEEN. WAIVER OF SUBROGATION. SUBLESSOR and SUBLESSEE or SUBTENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type



generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Sublease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other SUBTENANT in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so, provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Sublease.

FIFTEEN. BREACH OR DEFAULT. In the event of any failure by SUBLESSOR, SUBLESSEE, or SUBTENANT to keep and comply with any of the terms, covenants or provisions of this Sublease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of statutorily required written notice of such default or breach [ten (10) days for non-payment of fees] within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by SUBLESSEE or SUBTENANT which is not removed or cured within the time limits set forth above, SUBLESSOR may in addition to any other right of re-



entry or possession and at SUBLESSOR'S sole option, consider the Sublease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons and property there from with prior notification to SUBLESSEE so that arrangements concerning the removal of property can be made.

SIXTEEN. ATTORNEY'S FEES. In case suit shall be brought by SUBLESSOR or by SUBLESSEE or SUBTENANT for breach of any express provision or condition of this Sublease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed \$125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by SUBLESSOR, SUBLESSEE or SUBTENANT whichever the case may be.

SEVENTEEN. HOLDOVER TENANCY. If SUBTENANT holds possession of the Demised Premises after the expiration of this Sublease or if written notice of intent to renew for any option period herein is not provided as specified, this Sublease shall become a month-to-month sublease on the terms herein specified. The monthly fees for each month of the first three (3) months of the holdover period shall be in an amount equal to the monthly fees immediately preceding the Expiration Date. At the expiration of this three (3) month period and throughout the balance of the holdover period with written notice from SUBLESSOR per Section Twenty below, SUBTENANT'S monthly fees shall increase by five percent (5%) over the monthly fees last paid by SUBTENANT prior to the Expiration



Date. Fees shall be due and payable monthly in advance on the first day of each month, and SUBLESSEE and SUBTENANT shall continue to be a month-to-month SUBTENANT until the tenancy is terminated by any Party hereto by delivering written notice per Section Twenty below, of Intent to Terminate at least thirty (30) days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the fees shall be prorated on a per diem basis for the calendar months involved.

EIGHTEEN. WAIVER. The failure of SUBLESSOR, SUBLESSEE or SUBTENANT to insist upon strict performance of any of the covenants, terms or provisions contained in this Sublease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms, or provisions, but the same shall remain in full force and effect.

NINETEEN. REMEDIES. The remedies given to SUBLESSOR, SUBLESSEE and/or SUBTENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

TWENTY. NOTICES. All notices under this Sublease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to SUBLESSOR or jointly to both SUBLESSEE and SUBTENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:



SUBLESSOR

City of Las Vegas
Attn: Real Estate Manager
495 South Main Street, Fifth Floor
Las Vegas, Nevada, 89101
Telephone: 702-229-1022
Email: tboyce@lasvegasnevada.gov

SUBLESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
406 East Second Street
Carson City, Nevada 89701
Telephone: (775) 684-1815
Email: LeasingServices@admin.nv.gov

SUBTENANT

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Telephone: 702-538-2833
Email: Kkillian@dwss.nv.gov

TWENTY-ONE. SEVERABILITY. If any term or provision of this Sublease or the application of it to any person or circumstance shall to any extent determined in a legal proceeding to be invalid and unenforceable, the remainder of this Sublease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Sublease shall be valid and shall be enforced to the extent permitted by law.



TWENTY-TWO. AMENDMENT OR MODIFICATION. This Sublease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada State Board of Examiners, and if required, by the City Council of the City of Las Vegas.

TWENTY-THREE. TENANT IMPROVEMENTS. Not Applicable - no TENANT IMPROVEMENTS.

TWENTY-FOUR. SUBTENANT IMPROVEMENT CHANGE-ORDERS. SUBTENANT agrees to pay for the additional costs arising from upgrades and or changes made at SUBTENANT'S request. Any upgrades and/or changes must be made by requisition to SUBLESSEE who will negotiate for such upgrades or changes with SUBLESSOR. SUBTENANT hereby agrees to reimburse SUBLESSOR for such approved costs within thirty (30) days after: a) inspection and approval of the Improvement by SUBTENANT; and b) receipt and approval by SUBLESSEE and SUBTENANT of an invoice from SUBLESSOR detailing costs for the agreed upon upgrades and/or changes.

TWENTY-FIVE. PARKING. During the term of the Sublease, at no cost to BSUBTENANT, SUBLESSOR shall provide in common parking adjacent to the Premises, a minimum of three (3) parking stalls per 1,000 square feet subleased, which will be available for the use of the SUBTENANT, SUBTENANT employees, invitees, visitors, or



others having business with SUBTENANT. SUBLESSOR is not required to enforce the use of the parking lot spaces.

TWENTY-SIX. CUBICLES. SUBLESSOR will provide SUBTENANT for the SUBTENANT'S term of the Sublease, thirteen (13) cubicles for the SUBTENANT'S use.

TWENTY-SEVEN. SIGNAGE. SUBLESSOR shall provide lobby directory signage and suite identification signage, wherein all costs associated with the construction installation of such signage shall be at SUBLESSOR'S sole cost and expense.

TWENTY-EIGHT. PRIOR TERMINATION. This Sublease may be terminated prior to the terms set forth herein above if for any condemnation, casualty or force majeure event, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of SUBLESSOR, SUBLESSEE, or SUBTENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party. This Sublease may also be terminated by either Party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other Party. In the event this Sublease is terminated due to SUBLESSOR'S default under the Master Lease, SUBTENANT will vacate the premises.

TWENTY-NINE. ASSIGNMENT OR SUBLEASE. Upon prior written notice to and the prior approval in writing of SUBLESSOR, this



Sublease may be assigned or subleased to any individual or entity, for which assignment or sublease SUBLESSOR will not unreasonably withhold consent.

THIRTY. SUCCESSORS. Except as otherwise specifically provided, the terms, covenants, and conditions contained in this Sublease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Sublease.

THIRTY-ONE. ARMS LENGTH TRANSACTION. All Parties to the Sublease hereby affirm that this is an "Arm's Length Transaction". No party to this Sublease is a family member, business associate, or share a business interest with SUBLESSOR or their agents, SUBLESSEE or SUBTENANT. Further, there are no hidden terms or special understandings between SUBLESSOR or their agents, SUBLESSEE, and SUBTENANT.

THIRTY-TWO. CAPTION AND SECTION NUMBERS. 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 to scope or intent of any section or paragraph.

THIRTY-THREE. PRIOR APPROVAL OF THE NEVADA STATE BOARD OF EXAMINERS and CITY OF LAS VEGAS. This Sublease and options to renew herein are contingent upon prior approval by the Nevada State Board of Examiners, and by the City Council for the City of Las Vegas, in accordance with applicable Nevada law, and executed by



authorized officers of the Parties; and is not binding upon the Parties hereto or effective until such approval.

THIRTY-FOUR. COUNTERPARTS. This Sublease may be executed in one or more counterparts and with facsimile and/or electronically scanned copies of the signature page, each of which will be deemed an original and all of which together will constitute one and the same instrument.

THIRTY-FIVE. PUBLIC RECORDS. The SUBLESSOR is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The SUBLESSOR's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Sublease and all supporting documents are deemed to be public records.

THIRTY-SIX. REQUIRED MASTER LEASE TERMS. Attached hereto as Exhibit "D" are terms and conditions required to be incorporated into this Sublease by the Master Lease. The Parties hereby agree that (i) that the terms and conditions set forth in Exhibit "D" are required by the Master Lease to be part of this Sublease, (ii) the terms and conditions set forth in Exhibit "D" are hereby incorporated into this Sublease in all respects and (iii) in the event of any conflict between the terms and conditions of Exhibit "D" and any other terms of this Sublease, the terms of Exhibit "D" shall govern and control in all respects.



THIRTY-SEVEN. EXCLUDED USES. In any and all events, SUBLESSEE/SUBTENANT agrees not to use the Demised Premises for any use related to the operation of any of the Excluded Businesses listed in the SUBTENANT New Markets Tax Credit Disclosure attached hereto as Exhibit "B". Any failure of SUBLESSEE/SUBTENANT or any SUBTENANT of SUBLESSEE/SUBTENANT to strictly comply with the requirements of Exhibit "B" shall be a material default of SUBLESSEE/SUBTENANT under this Sublease by SUBLESSEE/SUBTENANT and as a result SUBLESSOR shall have the right to immediately terminate this Sublease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this
Sublease as of the day and year first above written.

SUBLESSOR

CITY OF LAS VEGAS

By _____
Carolyn G. Goodman
Mayor

Date _____

Attest:

By _____
LuAnn D. Holmes, MMC
City Clerk

Date _____

Approved as to form:

Dimitri P. Dalacas
Deputy City Attorney

By  6/5/24
Deputy City Attorney

Date _____

**Reviewed as to form and
compliance with law only:**

AARON D. FORD
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

Approved by:

BOARD OF EXAMINERS

By _____
Amy Stephenson
Clerk of the Board
Date _____

SUBLESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Wilfred J. Lewis, Jr.
Administrator

Date _____

SUBTENANT

DEPARTMENT OF HEALTH AND
HUMAN SERVICES

By _____
Richard Whitley
Director

Date _____

DEPARTMENT OF HEALTH AND
HUMAN SERVICES DIVISION OF
WELFARE AND SUPPORTIVE
SERVICES

By _____
Robert Thompson
Administrator

Date _____



EXHIBIT "A" DEMISED PREMISES

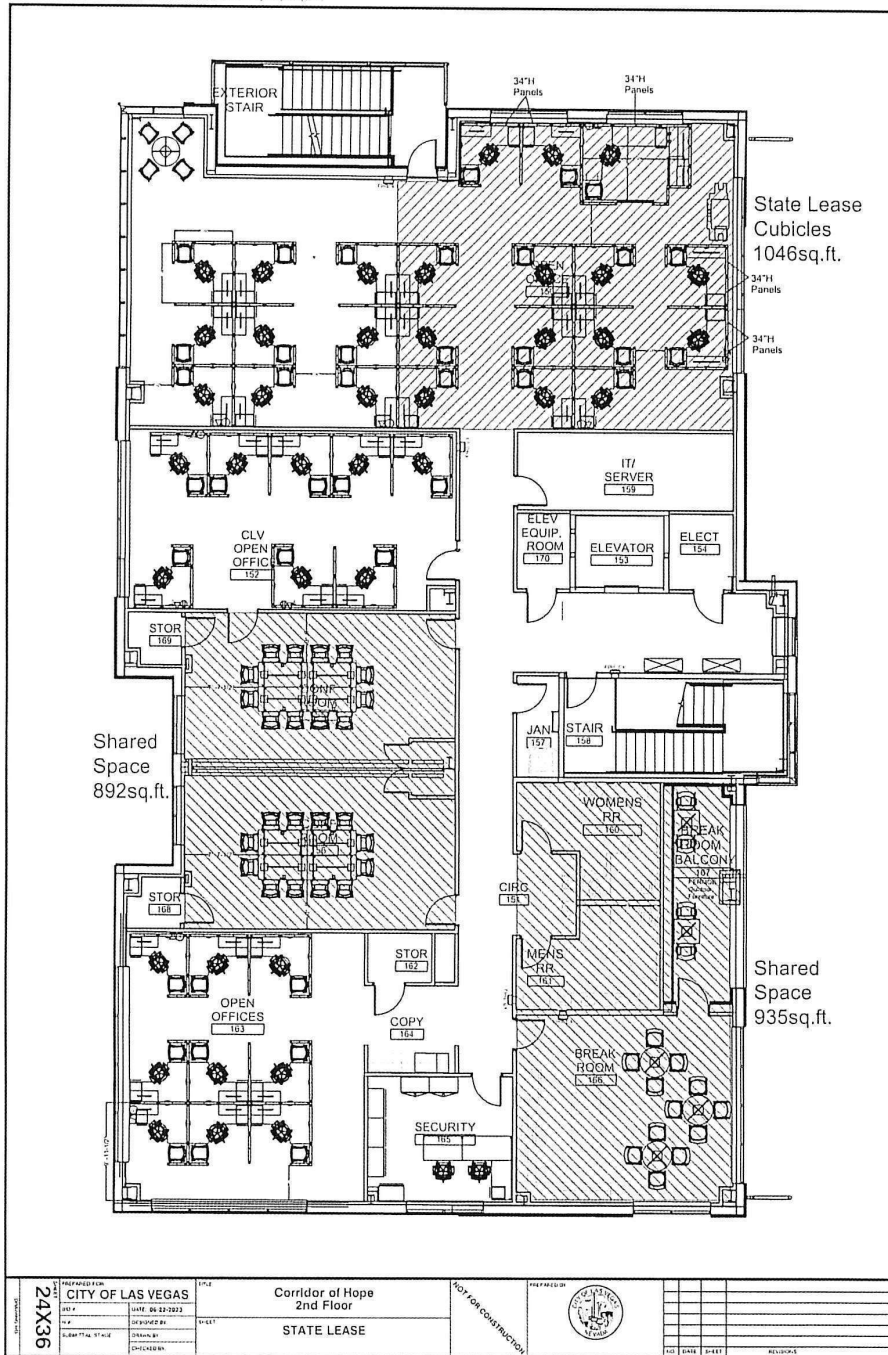


EXHIBIT "B"
EXCLUDED BUSINESSES RIDER

SUBTENANT NEW MARKETS TAX CREDIT ("NMTTC") DISCLOSURE:

STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, BUILDINGS AND GROUNDS, hereinafter referred to as SUBLESSEE, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES, hereinafter referred to as SUBTENANT, by its execution hereof, acknowledges and agrees that in addition to any other use prohibition reflected in their SUBLEASE AGREEMENT, and in order to permit the SUBLESSOR to comply with the New Markets Tax Credit rules and regulations, they will not use any portion of the Demised Premises (whether directly or through any permitted SUBTENANT) to operate any of the following businesses:

- a. private or commercial golf course;
- b. country club;
- c. massage parlor;
- d. hot tub facility;
- e. suntan facility;
- f. race track or other facility used for gambling;
- g. any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Items (a) through (g) above are hereinafter referred to as the "Excluded Businesses".

In addition to not performing any of the Excluded Businesses on the Premises, SUBLESSEE/SUBTENANT shall not rent to others any portion of the Demised Premises as a dwelling unit, as defined in Section 168(e)(2)(A)(ii)(I) of the U.S. Internal Revenue Code. Failure of SUBLESSEE/SUBTENANT to comply with the Excluded Business

prohibitions or the restriction on residential leasing will be a basis for immediate termination of the SUBLEASE AGREEMENT.

SUBLESSEE/SUBTENANT:

By: _____
Its: _____

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(RESERVED)

EXHIBIT "D"
MASTER LEASE REQUIRED SUBLEASE TERMS AND CONDITIONS

The Parties hereby agree that (i) the terms and conditions set forth in this Exhibit D are required by the Master Lease to be part of this Sublease Agreement, (ii) the terms and conditions set forth in this Exhibit D are hereby incorporated into this Sublease Agreement in all respects, and (iii) in the event of any conflict between the terms and conditions set forth in this Exhibit D and any other terms of this Sublease Agreement, the terms of this Exhibit D shall govern and control in all respects.

1. SUBLESSEE/SUBTENANT agrees that the Master Landlord and any authorized representative of the Master Landlord (the "Master Landlord Representative"), the Master Landlord's successors or assigns and the CDE Lender, also shall have the right at all reasonable times to enter upon and to examine and inspect the Demised Premises. SUBLESSEE/SUBTENANT further agrees that the Master Landlord, any Master Landlord Representative, the Master Landlord's successors or assigns and the CDE Lender shall have such rights of access to the Real Property as may be reasonably necessary to cause the proper maintenance of the Real Property and its related facilities in the event of failure by the SUBLESSOR to perform its obligations hereunder.

2. SUBLESSEE/SUBTENANT acknowledge and agree that SUBLESSOR's right of occupancy of the Demised Premises, and its right to sublease the Demised Premises to SUBLESSEE/SUBTENANT, may be terminated under the circumstances specified in the Master Lease, and if so terminated this Sublease Agreement may be terminated by the Master Landlord.

3. This Sublease Agreement is subject to all rights of the Master Landlord and the CDE Lender under the Master Lease, including, the right to re-enter and re-let the Real Property and/or Demised Premises or terminate this Sublease Agreement upon a default by the SUBLESSOR under the Master Lease, with 180 days prior written notice to the SUBLESSEE and SUBTENANT.

4. SUBLESSEE/SUBTENANT agree that in all events that the Demised Premises shall only be used as office space for the purpose of facilitating homeless services.

1 5. SUBLESSEE/SUBTENANT agree that during the term of the Master
2 Lease, neither this Sublease Agreement nor any interest of the
3 SUBLESSEE/SUBTENANT hereunder shall be sold, mortgaged, pledged,
4 assigned, or transferred by SUBLESSEE/SUBTENANT by voluntary act
or by operation by law or otherwise, except with the prior
written consent of the SUBLESSOR and the Master Landlord.

5 6. SUBLESSEE/SUBTENANT agree not to use the Demised Premises for
6 any use related to the operation of any of the Excluded
7 Businesses listed in the SUBTENANT New Markets Tax Credit
8 Disclosure attached hereto as Exhibit B. Any failure of
9 SUBLESSEE/SUBTENANT or any authorized sub-subtenant of
10 SUBLESSEE/SUBTENANT to strictly comply with the requirements of
11 Exhibit B shall be a material default of SUBLESSEE/SUBTENANT
under this Sublease Agreement by SUBLESSEE/SUBTENANT and as a
result SUBLESSOR shall have the right to immediately terminate
this Sublease Agreement to the extent permitted by applicable
law subject to the minimum notice requirements of applicable
law, and as further set forth in this Sublease.

12 7. SUBLESSEE/SUBTENANT agrees to provide information to the
13 SUBLESSOR which is required by the Community Benefits Agreement
between the Master Landlord and the CDE Lender.