

**RESTATED AND AMENDED LEASE AND OPERATING AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND LAS VEGAS INDIAN CENTER**

THIS LEASE AND OPERATING AGREEMENT (this "Lease") is entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City" or "Landlord"), and LAS VEGAS INDIAN CENTER, Inc. a Nevada non-profit corporation ("Center" or "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties."

This Agreement is effective on the last date signed by a party as indicated on the signature pages, so long as the last date signed is no longer than sixty (60) days after signature of the first party (the "Effective Date").

RECITALS

WHEREAS, the City and Center entered into that certain Lease Agreement dated December 5, 1984, First Amendment to Lease dated July 12, 1988, Second Amendment to Lease dated June 2, 1993, Third Amendment to Lease dated March 21, 2012 (collectively, the "Lease") for the lease of certain real property and building improvements (the "Real Property" and "Building Improvements," respectively), located at 2300 W. Bonanza Road, Las Vegas NV 89106, Assessor's Parcel Number 139-29-704-034 (collectively, the Property and Building Improvements are referred to herein as the "Premises") whereby the City leases the Premises to Tenant; and

WHEREAS, City desires to continue to lease the Premises to Tenant to assist the Center, as a 501(c)3 tax-exempt organization, in furthering its non-profit purposes; and

WHEREAS, City through its City Council deems it to be in the best interests of the City of Las Vegas and its citizens to support the Center's plans and non-profit purpose.

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between Landlord and Tenant that the foregoing recitals are true and correct, and further agreed as follows:

AGREEMENT

SECTION 1-DEFINITIONS

1.1. Definitions. As used herein the following terms shall have the following definitions:

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Premises in order to ensure maintenance of a condition for the Premises of no significant risk to public health or the environment.

"Additional Rent" shall have the meaning set forth in Section 3.2.

"Adjustment Date" is July 1st of each calendar year as the date the Rent changes due to the annual CPI-U adjustment.

"Center" shall have the meaning set forth in the first paragraph of this Lease.

"Alterations" shall have the meaning set forth in Section 7.1.

"Applicable Environmental Guidance" means all Applicable Laws, Activity and Use Limitations, and Environmental Laws. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Lease.

“Charge” shall have the meaning set forth in Section 9.1.

“City” shall mean the City of Las Vegas, Nevada.

“CPI-U” means the Consumer Price Index for All Urban Consumers, all items (1982-84 = 100), as issued by the U.S. Department of Labor, Bureau of Labor Statistics. If the Department of Labor ceases to issue the CPI-U, Landlord may select a substitute index or measure of cost of living to calculate the appropriate cost of living increase.

“CPI-U Percentage Increase” means the percentage obtained by dividing (a) the difference (but not less than zero) between (i) the CPI-U most recently published prior to the Adjustment Date and (ii) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date by (b) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date.

“Effective Date” shall have the meaning set forth in the second paragraph of this Lease.

“Environmental Condition” means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

“Environmental Laws” means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substances.

“Governmental Authority” or “Governmental Authorities” means the United States of America, State of Nevada, Clark County, City of Las Vegas, and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises (or any portion thereof).

“Hazardous Substances” means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

“HVAC” shall have the meaning set forth in Section 5.5.A.

“Landlord” shall have the meaning set forth in the first paragraph of this Lease.

"Landlord Event of Default" and "Landlord Events of Default" shall have the meanings set forth in Section 16.1.A.

"Landlord Indemnified Party" and "Landlord Indemnified Parties" shall have the meaning set forth in Section 12.1.

"Lease" shall have the meaning set forth in the first paragraph of this Lease.

"Lease Term" shall have the meaning set forth in Section 2.3.

"Losses" shall have the meaning set forth in Section 12.1.

"Minor Alterations" means (a) all nonstructural Alterations other than any single nonstructural Alteration which costs in excess of Ten Thousand Dollars (\$10,000), which amount shall be increased by the applicable CPI-U Percentage on the Adjustment Date.

"NRS" means the Nevada Revised Statutes as in effect from time to time.

"Option Term" shall have the meaning set forth in Section 2.3.

"Parties" shall have the meaning set forth in the first paragraph of this Lease.

"Premises" shall have the meaning set forth in the First Recital.

"Primary Term" shall have the meaning set forth in Section 2.2.

"Real Property" shall have the meaning set forth in the first Recital.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Premises as of the Effective Date.

"Rent" shall have the meaning set forth in Section 3.1.

"Tenant" shall have the meaning set forth in the first paragraph of this Lease.

"Tenant Event of Default" and "Tenant Events of Default" shall have the meanings set forth in Section 15.1.A.

"Tenant Indemnified Party" and "Tenant Indemnified Parties" shall have the meaning set forth in Section 12.2.

"Tenant's Personal Property" shall have the meaning set forth in Section 4.2.

SECTION 2-DEMISE OF PREMISES AND TERM

2.1. DEMISE

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, to have and to hold the Premises during the Lease Term and subject to the terms and conditions herein contained.

A. PARKING AREAS

It is understood and agreed that the Tenant shall have the right to use the common area parking lot, and walkways on the Premises at no additional charge.

2.2. PRIMARY TERM

Unless earlier terminated in accordance with the terms in this Lease, the Primary Term shall be for a term five (5) years beginning on the Effective Date. This Lease shall be effective subsequent to the Las Vegas City Council approval and to both Parties having fully executed this Lease. The Parties agree that subsequent to the approval of the respective authority of each party, the Effective Date will be the date that this Lease is approved by the City Council.

2.3. OPTION TERM

At all times during which this Lease is in force and effect, and if Tenant is not in default of this Lease, Tenant may request to extend this Lease for three (3) additional terms of five (5) years each (each, an "Option Term") by giving a written request addressed to the attention of the City's Real Estate Manager at least one hundred eighty (180) days prior to the expiration of the Primary Term or Periodic Tenancy Term, and upon receiving such request, Landlord shall provide written notification of approval or denial of the Option Term within ninety (90) days of receipt of the request. Landlord's approval of the Option Term shall not be unreasonably withheld, delayed, or conditioned.

Any reference to "Lease Term" in this Lease shall include the Primary Term and any Option Term.

2.4. HOLDING OVER

Should Tenant hold possession of the Premises after the expiration or earlier termination of any Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein except for the monthly Rent will be adjusted to five (5) times the then current monthly Rent for the month prior to expiration or earlier termination of any Lease Term.

2.5. OWNERSHIP

The Parties agree that the Real Property and Building Improvements are owned by Landlord, and Tenant has no right, title, or interest in the Real Property and the Building Improvements other than the leasehold interest in the same created by this Lease.

SECTION 3-RENT; BASE ADDITIONAL RENT; ADDITIONAL RENT

3.1. RENT

Commencing on the first day of the month following the Effective Date, Tenant shall pay to Landlord monthly rent for the Center in the amount of THREE HUNDRED AND TWENTY TWO DOLLARS AND NO CENTS (\$322.00), and monthly thereafter on the first (1st) day of each month (the "Rent"). The Rent payment shall be subject to annual increases based upon the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers- U.S. City Average. The base index figure shall be the figure last published before July 1, 1993. The annual adjustment index figure for each subsequent year (July to July) shall be the figure last published before July 1st of the lease year just commencing. Notice of CPI increase shall be given to the Center in a timely manner. No CPI adjustment shall result in a decrease in Rent.

3.2 ADDITIONAL RENT

Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs and administrative complications not contemplated hereunder, the exact amount and scope of which is presently anticipated to be extremely difficult to ascertain. Accordingly, if any monthly installment of Rent shall not be paid by the fifth (5th) day of any month, Tenant will pay Landlord on demand a late charge equal to FIFTY DOLLARS AND NO CENTS (\$50.00) per day until the Rent is paid in full. The Parties agree that this late charge shall be considered Additional Rent that represents a fair and reasonable estimate of the costs and expenses (including economic losses) that Landlord will incur by reason of late payment by Tenant. Any payment made by Tenant to Landlord will be allocated first to any outstanding Additional Rent and any remaining amount will be allocated to the monthly Rent charge.

3.3 KEY FEE

In addition to the Rent, Tenant shall pay to Landlord a non-refundable key fee of TWENTY FIVE DOLLARS AND NO CENTS (\$25.00) per key. If Tenant requests a lock core change for any

interior or exterior doors to the Building Improvements, the fee paid by Tenant to Landlord shall be THIRTY DOLLARS AND NO CENTS (\$30.00) per lock core.

SECTION 4-DELIVERY/ACCEPTANCE; TERMINATION AND SURRENDER

4.1. DELIVERY/ACCEPTANCE OF THE PREMISES

Upon the Effective Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises. Tenant acknowledges and agrees that it is leasing the Premises based solely upon Tenant's inspection and investigation of the Premises and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations, and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Premises in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Premises including, but not limited to, the infrastructure, if any, development rights, expenses associated with the Premises, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials, or any other matters affecting or relating to the Premises.

Notwithstanding the foregoing, Landlord will enforce all material, construction, and other warranties related to the completion of the improvements completed by the Landlord prior to Effective Date.

4.2. SURRENDER OF PREMISES

At the expiration of any Term or the earlier termination of this Lease, Tenant will surrender possession of the Premises, Landlord's personal property and New Improvements, constructed by Tenant located thereon and deliver the same to Landlord in good order, condition and repair, ordinary wear and tear, casualty, condemnation and acts of God excepted, in each case shall automatically vest in, revert to (as applicable) and become the property of Landlord, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any Existing Improvements or New Improvements from the Premises without the express written consent of Landlord, and Tenant shall have no obligation to remove any (i) Existing Improvements or (ii) any New Improvements permitted to be constructed or installed in the Premises or Premises by Tenant under this Lease. Notwithstanding the foregoing, at the option of Landlord, Tenant shall raze all or any portion of any New Improvements not permitted to be constructed or installed on the Premises by Tenant under this Lease and that are designated by Landlord in writing to Tenant to be razed at least six (6) months prior to the expiration of a Term or within ninety (90) days after any earlier termination of this Lease, and in such event, Tenant shall surrender the Premises free and clear of any such New Improvements so designated. In the event Tenant does not surrender possession of the Premises to Landlord as provided above, Landlord shall use all reasonable and legal means to evict Tenant from the Premises. In the event that Landlord's personal property is removed from the Premises upon surrender of possession of the Premises, Tenant shall be responsible for the payment of fair market value of such Landlord's personal property removed from the Premises.

Any of Tenant's improvements, including, without limitation, trade fixtures, furniture, furnishings or other property that are permanently affixed to the Premises and not easily removed (collectively, "New Improvements") shall not be removed by Tenant upon the termination of this Lease and shall automatically become the property of Landlord.

All of Tenant's trade fixtures, furniture, furnishings and other personal property not permanently affixed to the Premises (collectively, "Tenant's Personal Property") shall be and remain the property of Tenant during any Term and thereafter. During any Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Premises resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during any Term such Tenant's Personal Property as necessary in order to operate the Premises in accordance with the terms of this Lease. Upon the expiration of the last Lease Term and Tenant's vacation of the Premises, Tenant shall be permitted to remove Tenant's Personal Property from the Premises, so long as Tenant makes reasonable repairs to the Premises caused by such removal, reasonable wear and tear excepted. At the expiration of any Term or the earlier termination of this Lease, Tenant will be responsible to surrender all City issued keys at termination.

SECTION 5 UTILITIES, MAINTENANCE AND REPAIRS

5.1 GENERALLY

The Landlord and Tenant shall be responsible for the utilities, maintenance, and repairs as detailed herein. Landlord does not warrant that the services provided to the Premises will be free from any irregularity or stoppage. Landlord shall use due diligence to correct the same, but no such condition or event will create any liability for Landlord, or constitute an eviction, actual or constructive, of Tenant, or cause any abatement of the Rent payable under this Lease or relieve Tenant from any of its obligations under this Lease. In the event any maintenance contemplated herein is required by reason of grossly negligent or willful misconduct of Tenant or its employees, agents, or invitees or of any other person using the Premises with Tenant's express or implied consent, and except for fire or casualty losses, Landlord may make such repair and invoice the Tenant for same, unless Landlord actually recovers the entire cost through insurance proceeds.

5.2. LANDLORD UTILITIES

As part of the Rent, Landlord shall pay for water provided to the Premises. Tenant shall use commercially reasonable means to limit water use and water waste at the Premises.

5.3. TENANT UTILITIES

Tenant shall procure and pay reoccurring costs for the following utilities for the Premises:

- A. electricity, natural gas, sanitary sewer, and trash removal; and
- B. telephone, internet, and other telecommunication services; and
- C. janitorial service.

5.4. LANDLORD MAINTENANCE AND REPAIRS

Landlord is not responsible for any repairs at the Premises.

5.5. TENANT MAINTENANCE AND REPAIRS

Tenant shall maintain the Premises, and every part thereof, in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Premises. Tenant shall further not suffer or permit any person to commit any waste on the Premises. Tenant shall be solely responsible for the cost and expense of the following maintenance and repairs:

- A. Building Improvements electrical, mechanical, plumbing, heating, air conditioning, and ventilation ("HVAC") systems; and

- B. janitorial services; and
- C. pest control; and
- D. exterior and interior doors, windows, and plate glass; and
- E. Building Improvements intrusion alarm monthly monitoring charges and maintenance; and
- F. repairs to the plumbing fixtures (e.g. hot water heater, faucets, toilets, and drinking water fountains and systems, including filters) and electrical fixtures (light bulbs, light fixtures, light switches, receptacles, and emergency lighting bulbs and batteries); and
- G. all kitchen and laundry appliances; and
- H. HVAC system filters; and
- I. parking lot and walkway maintenance; and
- J. landscaping, hardscaping, irrigation, and recreation equipment (including required inspections).

If Tenant fails to maintain or repair the Premises as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice), then Landlord may, without declaring Tenant in default of this Lease and upon ten (10) days prior notice to Tenant, (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand.

SECTION 6-ADDITIONAL COVENANTS OF LANDLORD AND TENANT

6.1. NO NEW ENCUMBRANCES

Landlord shall not, without Tenant's prior approval, which approval shall not be unreasonably withheld, cause or permit the Premises to become subject to any liens or encumbrances in addition to those recorded against the Premises as of the Effective Date.

Tenant shall not, without Landlord's prior approval, which approval shall not be unreasonably withheld, cause or permit the Premises to become subject to any liens or encumbrances in addition to those recorded against the Premises as of the Effective Date, except as otherwise provided or permitted herein.

6.2. COMPLIANCE WITH BUDGET LAWS

All of the Landlord's financial obligations under this Lease are subject to the governing body of Landlord lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon Landlord only to the extent such an appropriation is made. Nothing contained in this Lease obligates Landlord to make any such appropriation; provided, however, if Landlord fails to fulfill any of its obligations hereunder for such reason, Tenant may terminate this Lease on thirty (30) days' notice.

SECTION 7-ALTERATIONS

7.1. ALTERATIONS.

Except for Minor Alterations, Tenant shall not make any alterations, additions, or improvements

to the Premises (collectively "Alterations") including, without limitation, any Alterations to the exterior of the Premises (including signage) without Landlord's prior written consent, which shall not be unreasonably withheld or conditioned. Tenant shall deliver to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld, delayed, or conditioned) prior to bidding (to the extent bidding is required for such Alterations) any construction of the Alterations (except for Minor Alterations), a complete set of plans and specifications for the proposed Alterations (except for Minor Alterations), copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all then necessary permits for such construction, to the extent each is completed and available at such time. Except for Minor Alterations, Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any Alterations constructed in violation of this Section promptly following Landlord's written demand therefore. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by Landlord which approval shall not be unreasonably withheld, provided that Landlord's approval of the contractor shall not be required for Minor Alterations. Landlord's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all Applicable Laws. Except for Minor Alterations, upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials. All Alterations, including Minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338, to the extent applicable.

SECTION 8-TAXES

8.1. REAL PROPERTY TAXES AND ASSESSMENTS

Tenant shall pay or cause to be paid all taxes and assessments as they come due which (a) are or may become a lien on the Property or which are assessed against or imposed upon the Property or (b) are charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall furnish Landlord with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment with receipts to follow promptly after they become available) showing payment of such taxes and assessments at least fifteen (15) days following Landlord's request therefor. Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any asserted tax or assessment so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the tax and that nonpayment of such tax or assessment will not result in the sale, loss, forfeiture or diminution of the Property or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the taxes, assessments, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Property may be sold, lost, or forfeited.

8.2. TAXES RELATED TO TENANT ACTIVITIES

Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment, or fee.

8.3. LANDLORD RECEIVES STATEMENT OR BILL

Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the

amount due hereunder within ten (10) business days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

SECTION 9-LIENS

9.1. LIENS

Tenant shall pay when due all claims for labor and material furnished to the Premises other than any claims caused by or for the benefit of Landlord or any of its affiliates. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Premises by Tenant or on its behalf. Landlord may elect to record and post notices of non-responsibility on the Property. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other Premises arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, right, title, or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefore.

Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any Charge so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the Charge and that nonpayment of such Charge will not result in the sale, loss, forfeiture or diminution of the Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the Charge shall be paid prior to the date any writ or order is issued under which the Premises may be sold, lost or forfeited.

SECTION 10-INSURANCE

10.1. MAINTAIN INSURANCE POLICIES

Landlord shall maintain property insurance on the Premises. Tenant shall, at Tenant's expense, maintain in force and effect on the Premises at all times the following insurance:

A. Commercial general liability insurance against claims for bodily injury, property damage, and broad form contractual liability coverage on, in or about the Premises in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The commercial general liability insurance shall be endorsed to include Corporal Punishment (CG 22 67 10 93) coverage and shall not be endorsed to exclude Abuse and Molestation (CG 21 46 07 98) coverage. Landlord shall be named as an additional insured party by endorsement under the commercial general liability policy (CG 20 11 04 13).

B. When required by Applicable Laws, Worker's Compensation, and Employer's

Liability Insurance covering all persons subject to the workers' compensation laws of the state of Nevada.

C. PROPERTY INSURANCE.

a. Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Building Improvements (but excluding items listed in subsection b. below), providing protection against all perils included in a Causes of Loss—Special Form policy (or its successor form), in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation).

b. Tenant shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to Tenant's own property, inventory, trade fixtures, and furniture, and personal property of others, providing protection against all perils included in a Causes of Loss-Special Form policy (or its successor form) in the amount of their full replacement cost (i.e. the cost to replace without deduction for depreciation). Landlord is not responsible for Tenant's property, inventory, trade fixtures and furniture, and personal property of others within the Tenant's care, custody or control.

10.2. INSURANCE MISCELLANEOUS

A. All such insurance shall (i) be with insurers fully licensed and authorized to do business in Nevada and which insurers, unless otherwise approved in writing by Landlord, shall have and maintain a rating of at least "BBB" or higher from Standard & Poor's Rating Services, a division of The McGraw Hill Companies; (ii) contain the complete address of the Premises (or a complete legal description); (iii) be for terms of at least one year with premium prepaid; (iv) contain deductibles which do not exceed Ten Thousand Dollars (\$10,000) or an amount subject to Landlord's approval.

B. CERTIFICATE OF INSURANCE. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Commencement Date and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord of such cancellation. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by the insurer or Tenant shall require not less than thirty (30) days prior written notice to Landlord. If Tenant fails to maintain any insurance coverage as required by this Lease, Landlord may, without declaring Tenant in default of this Lease, procure any such insurance coverage. In such case, Tenant shall reimburse Landlord within thirty (30) days of demand for all costs incurred in obtaining such insurance.

C. MUTUAL WAIVER AND RELEASE. Notwithstanding any other provision of this Lease to the contrary, neither party to this Lease or its Board of Directors, officers, employees, agents, invitees, and volunteers shall be liable to the other for loss or damage caused by any risk covered by insurance required to be carried under this Lease, and each party to this Lease hereby waives any rights of recovery against the other and its Board of Directors, officers, employees, agents, invitees, and volunteers for injury or loss on account of such covered risks.

D. MUTUAL WAIVER OF SUBROGATION. All policies of property insurance required to be carried by either party under this Section shall include a clause or endorsement whereby such party's insurer waives all right of subrogation, and all rights based upon an assignment from its insured, against the other party, its Board of Directors, officers, employees, agents, invitees, and volunteers, and in the case of Tenant, its subtenants and their officers, directors, partners, members, managers, employees,

agents, invitees, and volunteers in connection with any loss or damage thereby insured against; provided that the foregoing reference shall not be deemed a consent by Landlord to any sublease of the Premises. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of this mutual waiver of subrogation, such party agrees to make a commercially reasonable effort to obtain such agreement.

E. NO PROHIBITED ITEMS OR USE. Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

SECTION 11-DESTRUCTION OF PROPERTY; CONDEMNATION

11.1. SUBSTANTIAL DESTRUCTION

If the Building Improvements should be totally destroyed by fire or other casualty, or if the Building Improvements should be damaged so that rebuilding cannot reasonably be completed within ninety (90) calendar days after the date of written notification by Tenant to Landlord of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

11.2. PARTIAL DESTRUCTION

If the Building Improvements should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Landlord to Tenant of the destruction, this Lease shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Premises to substantially the same condition in which they existed prior to the damage. The Rent payable under this Lease during the period for which the Premises are untenable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

11.3 CONDEMNATION

Should the whole or any part of the Premises be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the applicable portion of the Building Improvements, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this Section, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Building Improvements is condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If a part of the Building Improvements is taken which materially interferes with Tenant's use of the Premises, Tenant shall have the option to terminate this Lease with respect to Premises by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease in its entirety, this Lease shall continue in full force and effect.

SECTION 12-INDEMNIFICATION AND LANDLORD EXEMPTION

12.1. TENANT INDEMNITY OBLIGATION

Tenant shall indemnify and hold harmless Landlord and its elected officials, officers, directors,

employees, and agents of Landlord (collectively, the "Landlord Indemnified Parties") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties, and charges (collectively the "Losses") arising from or in connection with any of the following during the Lease Term (i) any negligent act or omission of Tenant or any of its officials, officers, employees, agents, invitees, or volunteers or (ii) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Tenant shall further indemnify and hold harmless the Landlord Parties from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, its Board of Trustees, executive director, employees, agents, invitees, and volunteers during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against the Landlord Indemnified Parties by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to Premises or injury to persons in or upon the Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against any Landlord Party. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section shall survive any termination of this Lease.

12.2. LANDLORD INDEMNITY OBLIGATIONS

The Tenant, its Board of Directors, officers, employees, agents, invitees, and volunteers (collectively, the "Tenant Indemnified Parties") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any Losses arising from or in connection with (i) any negligent act or omission of Landlord or any of its elected officials, officers, employees, agents, invitees, or volunteers or (ii) any default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease. The Parties hereto understand and agree that neither this Section nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the State of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the Tenant Parties by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by legal counsel reasonably satisfactory to Tenant. Tenant shall have the right to select independent counsel to defend Tenant pursuant to this Section provided that such independent counsel is approved by Landlord (which approval shall not be unreasonably withheld) and that Tenant pays all costs and fees of such independent counsel. Landlord's obligations under this Section shall survive any termination of this Lease.

SECTION 13-ASSIGNMENT AND SUBLETTING

13.1. WITH RESPECT TO TENANT

Tenant shall not assign or transfer this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Premises, whether by assignment, mortgage, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent may be granted or withheld at Landlord's sole discretion. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

13.2. PERMITTED SUBLEASES

Tenant may not sublease any portion of the Premises to a third-party for any purposes without Landlord's prior written consent, which consent may be granted or withheld at Landlord's sole discretion.

Upon approval of any sublease, Tenant shall submit a copy of the final draft of the sublease to Landlord's written consent prior to execution by Tenant and sublessee.

Notwithstanding anything to the contrary herein, Tenant may, without Landlord's consent, assign this Lease or sublease the Premises, or any portion thereof, to any entity into which or with which Tenant merges or consolidates, and to any parent, subsidiary, affiliate, or any entity with which Tenant or any affiliate of Tenant has an operating contract, or to Center Charitable Foundation, a not-for-profit entity, with no release from liability hereunder of the obligations of Tenant originally named in this Lease, and Tenant shall deliver to Landlord a copy of a document satisfactory to Landlord in its reasonable discretion by which such assignee or sublessee agrees to assume and perform the appropriate terms, conditions and covenants of Tenant under this Lease. Any such sublease shall be under and subject to all the terms and conditions of this Lease, which subordination must be confirmed in writing by subtenant and delivered to Landlord prior to the effective date of such sublease.

13.2. WITH RESPECT TO LANDLORD

During the Lease Term, Landlord shall not sell, mortgage, pledge, hypothecate, encumber, or otherwise transfer, assign or dispose of all or any part of the Premises, this Lease or any interest in the Premises or this Lease, without the written approval of Tenant, which consent may be granted or withheld at Tenant's sole discretion.

SECTION 14-PROHIBITION OF LEASEHOLD ENCUMBRANCES

14.1. PROHIBITION OF LEASEHOLD ENCUMBRANCES

Tenant shall not in any way pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

SECTION 15-DEFAULT

15.1. TENANT'S DEFAULT.

A. Each of the following events shall be deemed to be events of default by Tenant under this Lease (each, a "Tenant Event of Default" and collectively, "Tenant Events of Default"):

- a. Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;
- b. Except as provided in paragraph c next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. Said time period may be extended by at Landlord's sole discretion;
- c. Tenant violates the covenant and restrictions set forth in Section 6 hereof and such violation continues for more than thirty (30) days after written notice from Landlord;
- d. Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Landlord to

Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Tenant shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

e. There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

f. If Tenant abandons or vacates the Premises for thirty (30) consecutive days or fails to operate the Premises for ninety (90) consecutive days and such condition is not caused by the Premises being damaged or condemned. Scheduled school vacations and weather-related closings shall not count towards the consecutive days described in this subsection (f).

B. LANDLORD REMEDIES FOR TENANT DEFAULT. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

a. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

b. Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Premises, and (ii) enforce any rights Landlord may have against said Premises or store any personal property remaining in the Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Premises, whether of Tenant or any third party whomsoever;

c. Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

d. In addition to any other remedies it may have, in the event of a violation of Section 6 by Tenant which remains uncured after thirty (30) days of Landlord's written notice to Tenant thereof, Tenant shall be liable to Landlord for any damages Landlord incurs as a result of such violation which amounts shall be payable by Tenant to Landlord within thirty (30) days from Landlord's written demand therefor; and

e. In addition, Landlord shall have all other remedies available to Landlord.

C. TERMINATION REQUIRES SPECIFIC NOTICE. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to this Sections 18 or by any action in unlawful detainer or otherwise to obtain possession of the Premises,

unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

D. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

E. NO WAIVER. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

F. LEGAL PROCEEDINGS. If any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action may award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

SECTION 16-LANDLORD'S DEFAULT

16.1. LANDLORD'S DEFAULT

A. Each of the following events shall be deemed to be events of default by Landlord under this Lease (each, a "Landlord Event of Default", and collectively, "Landlord Events of Default"):

- a. Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;
- b. Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. The cure period may be extended at Tenant's sole discretion;
- c. Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Tenant to Landlord; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Landlord shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. The cure period may be extended at Tenant's sole discretion; and

B. TENANT'S REMEDIES FOR LANDLORD DEFAULT. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

- a. Tenant may, at its election, terminate this Lease by providing notice thereof to

Landlord; and

b. Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

SECTION 17-QUIET ENJOYMENT

17.1 QUIET ENJOYMENT

Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

SECTION 18-REPRESENTATIONS AND WARRANTIES

18.1. LANDLORD'S REPRESENTATIONS AND WARRANTIES

In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Premises;

B. Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

C. Landlord possesses good and marketable fee simple title to the Real Property;

D. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the Real Property is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

E. Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Real Property.

F. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

G. There are no unrecorded contracts, leases, easements, or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Real Property, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Real Property.

18.2. TENANT'S REPRESENTATIONS AND WARRANTIES

In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

B. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

SECTION 19-MISCELLANEOUS

19.1. NON-DISCRIMINATION

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, gender identity, creed, national origin, or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

19.2. FORCE MAJEURE

Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

19.3. NOTICES

All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone numbers are listed for information only.

If to Landlord:

ATTN: City Manager
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

with copy to: ATTN: Real Estate Manager
 495 S. Main St.
 Las Vegas, NV 89101

with copy to: ATTN: City Attorney
 City of Las Vegas
 495 South Main Street
 Las Vegas, NV 89101

If to Tenant: ATTN: Rulon Pete
 Las Vegas Indian Center
 2300 W. Bonanza Rd.
 Las Vegas, NV 89106

19.4. BINDING ON PERMITTED SUCCESSORS AND ASSIGNS

The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

19.5. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19.6. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19.7. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

19.8. CAPTIONS

The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

19.9. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Lease or any alleged breach thereof. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

19.10 AUTHORIZATION

All necessary actions shall have been taken under the Parties' organizational documents to authorize the individuals signing this Lease on their respective behalves to do so.

19.11 NO BROKERS

Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

19.12. COUNTERPARTS; ELECTRONIC DELIVERY

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

19.13. INTERPRETATION

Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

19.14. THIRD PARTIES

Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the Parties hereto any rights or remedies under or by reason of this Lease.

19.15. EXPENSES

Except as otherwise provided in this Lease, each party shall bear its own expenses incurred by it in connection with the negotiation, execution, and delivery of this Lease, including, without limitation, the fees and expenses of each party's legal counsel.

19.16. FURTHER ASSURANCES

Each party shall, from time to time after the execution of this Lease, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Lease without undue delay.

19.17. JURISDICTION

Each of Landlord and Tenant agree to submit to personal jurisdiction in Clark County, Nevada in

any action or proceeding arising out of this Lease and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

19.18 INCORPORATION OF TERMS

The introductory language and Recitals set forth above are incorporated into this Lease by reference and made a part hereof.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]

**LEASE AND OPERATING AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND LAS VEGAS INDIAN CENTER**

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Effective Date.

“LANDLORD”

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

John S. Ridilla
Chief Deputy City Attorney

By: John S. Ridilla 2/22/24

Deputy City Attorney

Date

Date of Execution by Landlord: _____

“TENANT”

LAS VEGAS INDIAN CENTER

By: _____

Name: _____

Title of:

Authorized Representative: _____

Date: _____

LEASE AND OPERATING AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND LAS VEGAS INDIAN CENTER

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Effective Date.

"LANDLORD"
CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Attest:

By: _____
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: _____
Deputy City Attorney Date

Date of Execution by Landlord: _____

"TENANT"
LAS VEGAS INDIAN CENTER

By: _____
Rulon Pete

Name: _____
Rulon Pete

Title of: Executive Director

Authorized Representative: Rulon Pete

Date: 2/20/2024