

**THIRD AMENDMENT TO AND ASSIGNMENT OF
THE MUNICIPAL CEMETERY OPERATING AGREEMENT**

This THIRD AMENDMENT to and ASSIGNMENT of the MUNICIPAL CEMETERY OPERATING AGREEMENT (the "Third Amendment and Assignment") is made and entered into by and among THE CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"), and CARRIAGE MUNICIPAL CEMETERY SERVICES OF NEVADA, INC., a Nevada corporation ("Carriage"), and LEGACY FUNERAL HOLDINGS OF NEVADA, LLC, a Nevada limited liability company ("Legacy"). The City, Carriage and Legacy are sometimes collectively referred to herein as the "Parties".

This Third Amendment and Assignment is effective on the later of the date of approval by the Las Vegas City Council, Carriage and Legacy, each as noted on the signature page hereto, as long as approval by one is within thirty (30) calendar days of approval by each other party (the "Effective Date").

RECITALS

WHEREAS, the City and Carriage entered into that certain Municipal Cemetery System Lease Agreement dated February 16, 2000 (the "2000 Agreement") under which Carriage has operated the City's Woodlawn Cemetery located at 1500 Las Vegas Boulevard North in the city of Las Vegas, Clark County, Nevada;

WHEREAS, Carriage and the City subsequently entered into that certain Municipal Cemetery Operating Agreement dated May 6, 2020, as amended July 20, 2022 and July 2, 2024 (the "Operating Agreement");

WHEREAS, Carriage and the City have exercised all Options to Renew (the "Term") and seek to extend the Term contingent on certain amendments to the terms of the Operating Agreement;

WHEREAS, Carriage desires to assign, and Legacy is willing to assume, all of the rights, covenants and obligations of Carriage under the Operating Agreement; and

WHEREAS, the City consents to the assignment of the Operating Agreement to Legacy/Assignee.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Operating Agreement as follows:

AGREEMENT

1. Incorporation of Recitals and Exhibits. The above Recitals and all Exhibits attached hereto, if any, are incorporated by this reference and expressly made part of this Third Amendment and Assignment.
2. Amendments.
 - A. Section 2.3. Extended Term of the Operating Agreement will be amended in its entirety so that, as amended, it shall read as follows:
 - 2.3. Extended Term; Option to Renew after Extended Term; and Termination. Upon expiration of the Term and all Options to Renew as described in Section 2.1 and 2.2, including any amendments thereto, which is currently set to expire on May 14, 2025, the Agreement will be extended for an additional five (5) years from such scheduled date of expiration. In the event that Carriage is not then in default under the terms, covenants, and conditions contained in this Agreement, it shall have options with the consent of the City to renew for two (2) additional terms of five (5) years each, commencing on the date of expiration on the then Extended Term. Carriage

must notify the City of its intent to renew at least one hundred and eighty (180) days prior to the expiration of the extended term. Notwithstanding the foregoing, this Agreement may be terminated by either Party for any reason with two hundred seventy (270) days' prior notice in writing.

B. Section 3.1 will be amended in its entirety so that, as amended, it shall read as follows:

3.1. Amount. As consideration for operating the Cemetery, the City shall pay Carriage ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000) annually ("the Annual Payment"). Such the amount of the Annual Payment shall be payable in four equal quarterly installments each in the amount of one-quarter of the amount of the Annual Payment, in advance, due on or before the first day of each January, April, July, and October during the term of this Agreement, without demand, notice or offset; provided that the first quarterly payment, shall be reduced to and shall be the proportionate part of the quarterly payment owed which the date this Agreement begins occurs, shall be payable upon the date this Agreement begins; and the last quarterly payment shall be reduced to and shall be the proportionate part of the quarterly payment owed for the number of days between the first day of the final calendar quarter of the term hereof and the last day of the term hereof.

C. Section 4.3. Equipment of the Operating Agreement will be amended in its entirety so that, as amended, it shall read as follows:

4.3. Equipment. All equipment currently located at the Cemetery that is owned or leased by Carriage, as listed in Schedule 1 to this Agreement, is, and will remain, the property of Carriage. All equipment currently located at the Cemetery that is owned or leased by the City, as listed in Schedule 2 to this Agreement, is, and will remain, the property of the City. Carriage may, from time to time, without prior consultation with the City but at Carriage's expense, purchase or lease new vehicles and other rolling stock, machinery, equipment, furniture, fixtures, supplies, tools and other fixed assets and property, plant and equipment for use in the operation of the Cemetery, which will become part of the Equipment owned by Carriage hereunder.

D. Section 5.3. Operating Policies of the Operating Agreement will be amended in its entirety so that as amended, it shall read as follows:

5.3. Operating Policies.

A. Carriage will continue to use the operative Rules and Regulations of the Cemetery. No portion of such Rules and Regulations can violate any applicable law. From time to time during the term of this Agreement, Carriage may amend or modify the Rules and Regulations following notice and approval by the City (which consent shall not be unreasonably withheld, conditioned, or delayed). Carriage will also follow the LVMC Title 14 Chapter 12 as amended on 1/3/2024 Ordinance # 6856.

B. Carriage will also annually provide the City with a Strategic Plan by February 15th each year. This plan must be submitted to the City for approval. This Strategic Plan shall include the following:

Historical data.

- (1) Burials preformed in previous year delineated as need or preneed; and
- (2) Rates for burial sites and burial services for previous year; and
- (3) Number of burial sites in inventory; and
- (4) Preneed contracts sold for previous year; and

- (5) Updated list of Carriage owned equipment; and
- (6) Accounting of the accounts receivable referred to in 8.3 Investment Reimbursement Fee:
 - a. Total outstanding accounts receivable
 - b. Aging schedule of outstanding accounts receivable

Required elements of the plan for future projections

- (1) Projected burials; and
- (2) Any change in rates for burial sites and burial services; and
- (3) Any proposed new burial sites not previously approved by the City; and
- (4) Any change in marketing strategy; and
- (5) New and proposed marketing campaigns.

C. Carriage understands that all marketing materials must be approved by the City and will consult with the City prior to using the Woodlawn name.

D. Carriage agrees that it shall maintain a detailed and accurate financial and burial records for the Cemetery in a manner consistent with the operation of its other cemeteries and comparable cemeteries located in the Las Vegas, Nevada area. Carriage agrees that the prices for plots, services, goods and merchandise at the Cemetery will be reasonably similar to comparable items and services at other cemeteries in the Las Vegas Area.

D. Section 5.6. Construction of Gardens of the Operating Agreement will be amended in its entirety so that, as amended, it shall read as follows:

5.6. Construction of Gardens. The City will not commit any financial or other contribution for the construction of new gardens in which to create new burial spaces. Carriage may, at any time and at its sole expense, request in writing approval from the City to create new burial spaces. Notwithstanding the foregoing, Carriage may, at its sole option and expense, remove certain identified roads within the Cemetery in order to create new burial spaces, as set forth in the attached **Schedule 3**, which is hereby approved by the City. Thereafter, upon request, the City, in its sole but reasonable discretion, will provide written approval or denial of any additional requests for new burial spaces no later than ninety (90) days after said request from Carriage. After written approval from the City, Carriage may at its sole option and expense, construct new gardens in which to create such new burial spaces. Upon any termination of this Agreement, the City will not be responsible to reimburse Carriage for the cost of creating any new gardens, burial spaces, and other inventory related to any new gardens contemplated in this Section 5.6.

E. Sections 6.1. and 6.2. Cemetery Maintenance of the Operating Agreement will be amended in their entirety so that, as amended, each shall read as follows:

6.1. Cemetery Maintenance. Carriage shall be responsible for the following maintenance items in and around (A) the maintenance yard and (B) other areas within the Cemetery Property:

A. Maintenance Yard:

- 1. Buildings and other structures in the maintenance yard shall be in good repair, but Carriage will have no obligation to improve the current condition of the buildings or any other structures in the maintenance yard at the Cemetery; and

2. Maintenance yard shall be kept free of debris; and
3. Equipment shall be properly stored and away from public view in maintenance yard, when not in use.

B. Cemetery Property:

1. Carriage shall perform all tasks and responsibilities related to burials, grave services, and disinterments in a professional manner and restore gravesite and surrounding area after use; and
2. Prior to any excavation inside the Cemetery, Carriage shall preserve and remove the turf and will reinstall, restore or replace to its original condition immediately following the filling in of the hole whether for burial or otherwise; and
3. Carriage will use all necessary care when moving equipment or materials through Woodlawn Cemetery, and shall be responsible to repair, restore or replace any damage incurred; and
4. Any exposed burial pending fulfillment shall be secured in a safe and professional manner using proper equipment to identify the hazard to the public; and
5. Carriage will inform the City via an email to realestatesection@lasvegasnevada.gov of any burial or disinterment prior to or at the time of scheduling. This notification should include date, time and locations. Carriage will notify the City of any changes made after the initial scheduling as soon as possible; and
6. Carriage will be responsible for the installation of headstones and merchandise. Carriage will be responsible for the installation of any replacement or additional install requests pertaining to headstones and related merchandise from families; and
7. Carriage will provide all customer service responsibilities related to the Cemetery.

6.2. Cemetery Maintenance. The City will be responsible for the following:

- A. Maintenance of the Cemetery Property to include, the buildings, headstone trimming, mowing, trimming trees, and all landscaping related responsibilities; and
- B. Trash removal from the Cemetery Property, except maintenance yard; and
- C. All utilities used at the Cemetery Property; and
- D. Maintenance to, repairs to, and upkeep of the Cemetery Property irrigation system, except for repairs required due to Carriage's burial activities; and
- E. Maintenance to, repairs of, and upkeep of the Cemetery Property roadways and gates; and
- F. Maintenance to, repairs of, and upkeep of the perimeter fences on the Cemetery Property; and
- G. Cemetery Property security to help ensure the safety and serenity of the Cemetery, Carriage staff, and Cemetery customers and visitors, which security shall be provided at a level consistent with the level of security in effect as of the Effective Date of this Third Amendment and Assignment; and
- H. Periodic removal of excess (soil) spoils from the maintenance yard, as the City and Carriage may mutually determine from time to time.

F. Section 8.3. Investment Reimbursement Fee of the Operating Agreement will be amended in its entirety so that, as amended, it shall read as follows:

8.3. Investment Reimbursement Fee. Upon the expiration, non-renewal or termination of this Operating Agreement for any reason (whether upon expiration of the initial or any renewal term without renewal by Carriage or the City, expiration of the final renewal term, or termination with or without cause hereunder by either party), the City shall pay Carriage an Investment Reimbursement Fee equal to the sum of Seventy Five Percent (75%) of the face value (full contract value) of the accounts receivables. After May 14, 2025, the City will pay Seventy Five Percent (75%) of the accounts receivable for land sales and Forty Percent (40%) for merchandise and services (where a payment has been made in the ninety (90) days prior to the expiration, non-renewal or termination of this Agreement for any reason) in an amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS (\$800,000). Carriage shall calculate the amount of the Investment Reimbursement Fee due hereunder and shall deliver such calculation to the City, which calculation shall be final and binding upon the Parties unless the City objects within thirty (30) days after receipt of such calculation. If the City so objects, the Parties shall meet and in good faith attempt to resolve their differences. If agreed to by the Parties, said Investment Reimbursement Fee shall be payable in cash within ten (10) days after the final agreement between the Parties of the amount thereof.

3. The Parties represent and acknowledge that as of the date of this Third Amendment and Assignment, neither party is aware of any action or inaction by either party that would constitute an event of default by either party under the Operating Agreement.

4. In the event of a conflict between any provision(s) of the Operating Agreement, this Third Amendment and Assignment shall control.

5. For value received, Carriage hereby assigns and transfers to Legacy all of its rights, covenants, and obligations under the Operating Agreement.

6. The Operating Agreement is hereby fully assigned to Legacy as of the Effective Date. Legacy shall replace Carriage as "Carriage" as of the Effective Date.

7. In all other respects, the Operating Agreement is hereby ratified and confirmed, in full.

8. This Third Amendment and Assignment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

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OPERATING AGREEMENT**

[Signature Page]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment and Assignment as
of the Effective Date as defined herein

CITY OF LAS VEGAS

By: _____
Shelley Berkley, Mayor

Date of City Council Approval: _____

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 3/10/25
John S. Ridilla Date
Assistant City Attorney



**CARRIAGE MUNICIPAL CEMETERY
SERVICES OF NEVADA, INC.**

By: St met

Printed Name: Steven D. Metzger

Title: Vice President

Date: 3-10-2025

**THIRD AMENDMENT TO AND ASSIGNMENT OF THE MUNICIPAL CEMETERY
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[Signature Page (continued)]

**LEGACY FUNERAL HOLDINGS OF NEVADA,
LLC – ASSIGNEE**

By: _____

Printed Name: MICHAEL L. SOPER

Title: PRESIDENT & CEO

Date: 3-10-2025

SCHEDULE 1

LIST OF CARRIAGE EQUIPMENT (REFERENCE ATTACHED)

Schedule 1

Location Id	CFSS Asset Number	Description	In-Service Date
473	473-6137-1T	Case Backhoe w/Kent Hydraulic Hammer	1/1/2020
473	473-8202	New master streamliner lowering device including drape, warranty and assembly	10/28/2022
		10 Metal Folding Chairs - white backs and seats	
473	473-000081-1	Kawasaki Gator 610, SN:JK1AFE13AB548894	10/31/2010
473	473-000089-1	Dump Trailer	3/31/2012
473	473- 440000128- 1	6 Hydraulic 5" Vertical Shore Equipments	8/31/2011

SCHEDULE 2

LIST OF CITY EQUIPMENT (REFERENCE ATTACHED)

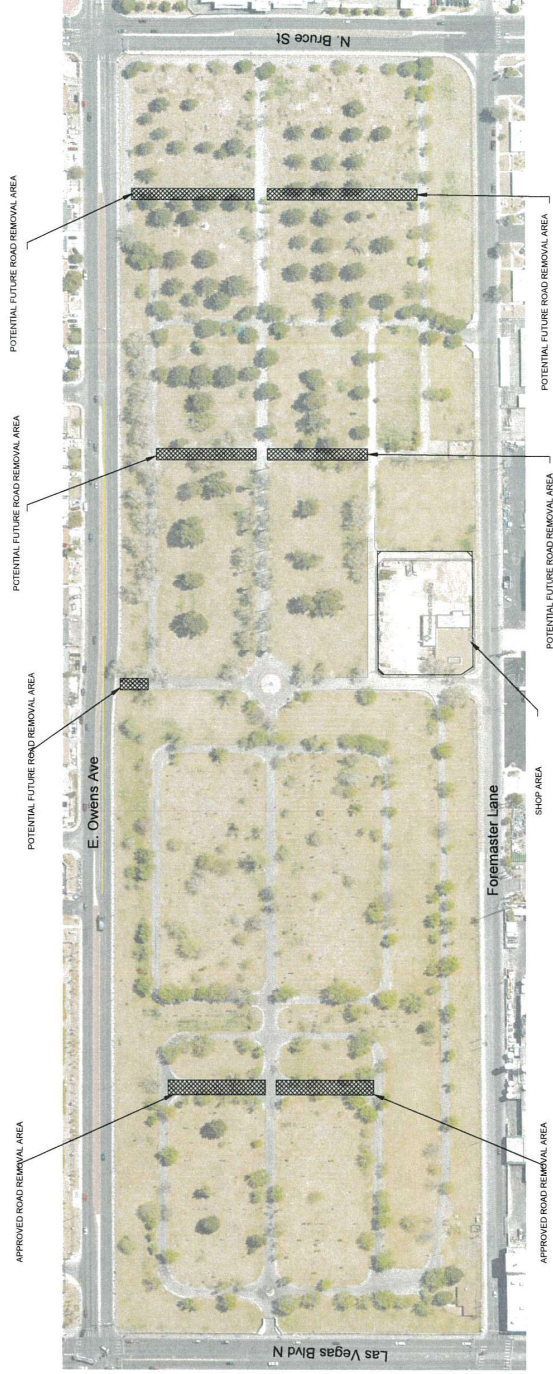
Schedule 2 - City

Item	Notes
Burial Hole Covers (3)	7x9.5, Green
Artificial Turf (3)	6x14
2-Way Radios (6)	Charger
Steel Strapping Kit	
Manual Chain Hoist	Aluminum Gantry Crane
Monument Jack (2)	Orange
Kobalt Saw w/ batteries	
Makita XDT13 Impact Driver	2014438
Makita XFD13 Driver	582931
Makita LXT Angle Grinder	XAG25Z
Makita Charging Dock	18V Batteries (3)
Portable Restroom	United Rental
Large Rolling Dumpster	Republic Services

SCHEDULE 3

APPROVED ADDITIONAL BURIAL SPACES (REFERENCE ATTACHED)

SCHEDULE 3



WOODLAWN CEMETERY

CARRIAGE SERVICES



SCALE: 1" = 100'
June 27, 2024