

## LEASE AND OPERATING AGREEMENT

This LEASE AND OPERATING AGREEMENT (this "Lease") is made as of \_\_\_\_\_, 2024 (the "Date of Lease") by and between the City of Las Vegas, a municipal corporation organized under the laws of the State of Nevada ("Landlord" and/or "City") and the Board of Regents of the Nevada System of Higher Education, acting on behalf of the College of Southern Nevada ("Tenant" and/or "BOR"). The Landlord and Tenant may be referred to individually as a "Party" and together may be referred to as the "Parties." This Lease shall become effective when: (i) it is approved by the City Council for the City of Las Vegas, in accordance with applicable Nevada law and the City's policies and procedures, and executed by authorized officers of the City, and (ii) approved by the Board of Regents of the Nevada System of Higher Education, in accordance with Nevada law and BOR's policies and procedures, and executed by authorized officers of the BOR, and (iii) approved by the EDA (defined below) in accordance with EDA's policies and procedures.

### **RECITALS**

WHEREAS, pursuant to the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 et seq.) ("PWEDA"), City, in conjunction with BOR, has applied to, received and accepted from the United States Department of Commerce, Economic Development Administration ("EDA") a Financial Assistance Award dated February 4, 2021 ("Award"), in the amount of Six Million Nine Hundred Thirty Thousand Six Hundred Thirty Five and No/100 Dollars (\$6,930,635.00) ("EDA Award Amount") for EDA Award No. 07-79-07620; and

WHEREAS, the Award is subject to certain terms and conditions pursuant to which the Parties agreed to comply with, inter alia, the applicable requirements of EDA's regulations at 13 C.F.R. Chapter III and government-wide regulations set out at 2 C.F.R. part 200; and

WHEREAS, pursuant to the application submitted by the Parties requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application ("Grant Application") and pursuant to the Award, the EDA Award Amount is to be used for the purpose of financing the improvements to the real property described in **Exhibit "A,"** attached hereto and made a part hereof (the "Project Property") consisting of the construction of approximately **13,124** interior square feet of building for a healthcare laboratory, conference rooms, computer laboratory, offices and approximately **5,800** square feet of manufacturing, construction, and welding laboratory space; as well as to provide landscaping, parking area(s) and a pick-up/drop-off area, all commonly known as the Westside Education and Training Center (the "Project"); and

WHEREAS, Landlord is in the process of commencing a public work project to construct improvements (the "Building Improvements") on the Project Property (the "Public Work"), in accordance with that certain Joint Management Agreement by and between Landlord and Tenant, dated \_\_\_\_\_, 2024 (the "Joint Management Agreement"); and

WHEREAS, the Award provides, inter alia, that Landlord will not sell, lease, transfer, convey, encumber, mortgage, or otherwise alienate any right to or interest in the Project Property (save and except for any lease or license to use by and between Landlord and Tenant in conjunction with the Project Purposes), or use the Project Property for purposes other than, or different from, those purposes set forth in the Award and the Grant Application made by the Parties therefor ("Project Purposes"), such alienation or use being prohibited by 13 C.F.R. part 314 and by 2 C.F.R. part 200; and

WHEREAS, Landlord, as owner of the Project Property and in conjunction with Tenant, agreed to record a Covenant of Purpose, Use and Ownership ("Covenant") in the Clark County Recorder's Office so as to constitute notice to all persons of any and all restrictions on title to and use of all or part of the Project Property; and

WHEREAS, upon completion of the Public Work anticipated in the **first calendar quarter of 2025**, leasable space will be available in the Building Improvements for Tenant to occupy in order to

provide services consistent with the Project Purposes, and in accordance with the Joint Management Agreement; and

WHEREAS, upon completion of the Public Work, Tenant desires to lease and occupy the Building Improvements for the Project Purposes along with the non-exclusive right (unless otherwise provided herein) in common with Landlord, other authorized tenants (if any), authorized subtenants (if any), and invitees, to use of the common areas; and

WHEREAS, pursuant to Nevada Revised Statutes Chapter ("NRS") 277.180 and 268.059, the Las Vegas City Council may lease real property of the City to another governmental entity upon such terms and agreements, and within such areas within the City as may be determined, for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the City; and for the purposes of providing services to the residents of the City or to other persons under such terms that the governing body determines to be reasonable based on the costs and benefits to the City; and

WHEREAS, City has determined this Lease for the Project Purposes as herein set forth will provide a substantial benefit to the residents of the City; and

WHEREAS, Landlord agrees to lease the Premises (defined below) to Tenant, and Tenant agrees to lease the Premises from Landlord upon the terms and conditions set forth below.

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:

**1. BASIC LEASE PROVISIONS.** This Section summarizes the basic provisions of this Lease. The full agreement of the Parties with respect to each of the following provisions is set forth in the remaining sections of this Lease.

1.1 Premises. The premises leased by Landlord to Tenant under this Lease (the "Premises") consists of the real property located at **1099 C Street**, City of Las Vegas, Clark County, Nevada (APN: **139-27-201-005**), including the Building Improvements and all other improvements located thereon, and all parking areas and landscaping located on the Project Property, all as legally described on Exhibit "A" attached to this Lease.

1.2 Term. Unless earlier terminated in accordance with the terms in this Lease, the initial term of this Lease shall be for **Twenty (20) Years** (the "Term") commencing on the Commencement Date, and terminating on the twentieth (20th) anniversary of the Commencement Date at 11:59 pm local time ("Expiration Date"). At the end of the Term, each party hereto covenants to negotiate in good faith any extension of this Lease beyond the end of the Term. If the Lease is not extended beyond the Term, this Lease and all rights of Tenant shall absolutely cease, unless otherwise agreed to by the parties in writing.

1.2.1 Provided that Landlord is in no way in default of its obligations to construct the Building Improvements, Tenant expressly agrees, and this Lease is made upon the express condition, that Landlord shall not be liable, responsible, or in any way accountable to Tenant, Tenant's agents, employees, servants, students, customers, or invitees, or to any person whomever, for any loss incurred by Tenant or its business due to any delays incurred in occupying the Premises. Tenant will not be responsible for Rent until the actual Commencement Date. Following the Commencement Date, Landlord may prepare a certificate to be signed by Landlord and Tenant confirming the Commencement Date, the Expiration Date, and any other critical dates provided for in this Lease. Tenant agrees to execute and return such certificate to Landlord within fifteen (15) business days following Landlord's written request and in the event Tenant fails to return such certificate within such 15 business day period, the information contained therein shall be deemed to be correct.

1.2.2 Intentionally deleted.



1.2.3 By entry hereunder, Tenant shall be deemed to have accepted the Premises (except for minor items of work and minor adjustments that can be completed after occupancy of the Premises without causing undue interference with Tenant's reasonable use of the Premises [i.e., commonly referred to as "punch list" items]) as being in good and sanitary order, condition and repair, subject to applicable Laws governing and regulating the use of the Premises and any covenants or restrictions of record, and accepts this Lease subject thereto as to all matters disclosed thereby and by any exhibits attached hereto. Landlord shall use its reasonable efforts to complete the punch-list items as quickly as reasonably possible. Tenant shall have access to the building through all public entrances during normal Tenant Hours. After Tenant Hours, Tenant shall be allowed access through those entrances designated by the Landlord as after-hour entrances by means of cards or keys provided by Landlord for such purpose.

1.3 Commencement Date. The Commencement Date shall be the first day of the month following the date that Landlord obtains temporary certificate of occupancy for the Building Improvements, currently estimated to be **first calendar quarter of 2025**, but in no event later than the date when Tenant opens for operations in the Premises.

1.4 Base Rent. During the Term, Tenant shall pay monthly installments of Base Rent in the amount of One Dollar (\$1.00) per month, payable annually in the amount of Twelve Dollars (\$12.00) per calendar year payable by the fifteenth (15<sup>th</sup>) business day of January thereafter. The Base Rent for the first year of this Lease shall be paid in full no later than thirty (30) days after the Commencement Date of this Lease. The monthly Base Rent for the first and last month of this Lease shall not be prorated.

1.5 Operating Costs. As provided in Article 6 and Article 7 below, in addition to Base Rent, Tenant shall be responsible for paying real property taxes, utilities, certain maintenance and repair expenses, and insurance costs.

1.6 Base Rent Paid Upon Execution. Not Applicable.

1.7 Security Deposit. Tenant shall deposit with Landlord **\$500.00** as a security deposit (the "Security Deposit"). Article 4 of this Lease describes the Parties' agreement with respect to the Security Deposit.

1.8 Permitted Use. Tenant shall only use the Premises for Project Purposes, and related purposes.

1.9 Tenant's Trade Name. College of Southern Nevada (subject to compliance with Section 1.13 below).

1.10 Landlord's Address for Payments and Notice.

City of Las Vegas  
Attn: Real Estate Manager  
495 S. Main Street, 5th Floor  
Las Vegas, NV 89101

With a copy of all notices to:

City of Las Vegas  
Attn: Director, Youth Development and Social Initiatives  
495 S. Main Street, 5th Floor  
Las Vegas, NV 89101

and to:

City of Las Vegas  
Attn: City Attorney  
495 S. Main Street, 6th Floor  
Las Vegas, NV 89101

1.11 Tenant's Address for Notice.

Facilities  
College of Southern Nevada  
6375 West Charleston Blvd.  
Las Vegas, Nevada 89146  
Attn: Raymond De Filippis  
Telephone: (702) 651-3574  
Email: Raymond.defilippis@csn.edu

with a copy of all notices to:

Office of General Counsel  
Charleston Campus  
Sort Code WCE310  
6375 West Charleston Boulevard  
Las Vegas, NV 89146  
Attn: General Counsel  
Telephone: (702) 651-7488  
Email: general.counsel@csn.edu

1.12 Recitals, Exhibits and Addenda. The Recitals above, and all exhibits and addenda that are attached to this Lease are incorporated into and constitute a part of this Lease.

1.13 Name of Premises Campus. The name of the Premises campus shall at all times comply with the following naming convention—"College of Southern Nevada at the Westside Education and Training Center". Such name shall appear on all signage at the Premises, and Tenant shall use its best efforts to ensure said name appears on all websites, publications and other materials for the Tenant related to the Premises.

## **2. THE PREMISES.**

2.1 Lease of the Premises. By this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises on all of the terms and conditions set forth in this Lease. The Premises are being leased to Tenant subject to the covenants, restrictions and easements of record. Landlord reserves the right to use the exterior walls, floor, and roof in, above and below the Premises, and retains the right to install, maintain, use, repair, and replace structural elements and utility equipment, including, but not limited to, pipes, ducts, conduits, wires, and appurtenant fixtures in, under, over, and through the Premises and Project Property, in locations that will not unreasonably interfere with Tenant's use of the Premises.

2.1.1 Site Plan Layout. **Exhibit "B"** sets forth the general layout of the Project Property and the approximate location of the Building Improvements and the Premises, but it is attached for informational purposes only and does not constitute a warranty, representation, or agreement of any kind on the part of Landlord. Provided Tenant consents in writing, Landlord may: (i) change the tenant mix of the Project Property, (ii) increase, reduce, or change the size, height, or layout of the Project Property or any part thereof, including without limitation the right not to construct any proposed improvements or portion of the Project Property which may or may not be shown on the site plan and the right to change

the parking plan, and/or parking ratios, and (iii) make alterations to and build additional stories on the Premises, and to construct other buildings and improvements on the Project Property, including any modifications to any common areas. Tenant acknowledges and agrees that any representation of the square footage of the Premises by Landlord IS APPROXIMATE and represents the Landlord's best guess, and Landlord does not guarantee its accuracy.

2.1.2 Parking Areas. It is understood and agreed that the Tenant shall have the right to use the common area parking lot on the Project Property at no additional charge. Additionally, Tenant shall be permitted to use the parking lot on Clark County Assessor's Parcel 139-27-201-006 (also owned by Landlord) at no additional charge. All unassigned parking areas, access roads, courtyards, and other common areas, facilities, or improvements furnished by Landlord are for the general and non-exclusive use in common of all tenants of the Building Improvements, and those persons invited upon the Project Property and shall be subject to the exclusive control and management of Landlord. Landlord may establish, modify, and enforce rules and regulations related thereto, provided Tenant gives its prior written consent, mutually agreeing to the same. Landlord shall cause to be maintained, automobile parking areas within the Project Property for the benefit and use of the visitors and patrons and employees of Tenant, and other tenants and occupants of the Project Property, subject to any and all conditions as set forth in this Lease. The parking areas shall include the automobile parking stalls, driveways, entrances, exits, sidewalks and attendant pedestrian passageways and other areas designated for parking. Landlord may determine the nature and extent of the parking areas and make such changes which that are in the best interests of all persons using the parking area, provided Tenant consents in writing. Nothing contained in this Lease shall be deemed to create liability upon Landlord or Tenant for any damage to motor vehicles of Landlord, Tenant, visitors or employees.

2.2 Condition of the Premises at Commencement. Landlord's sole obligation with respect to preparing the Premises for Tenant's use and occupancy shall be to deliver the Premises to Tenant clean and free of debris, with the electrical, plumbing, HVAC, and other mechanical systems in good operating condition on the Commencement Date. Landlord shall not be obligated to provide, pay for or provide any allowance for any improvement work or services related to the improvement, refurbishment or renovation of the Premises, except for the electrical, plumbing, HVAC and other mechanical systems as of Landlord's delivery of the Premises to Tenant. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building Improvements or the Project except as to their suitability for Project Purposes. Landlord shall ensure that the electrical, plumbing, HVAC and other mechanical systems of the Buildings shall be in good working order on the Commencement Date, and if Tenant notifies Landlord within sixty (60) days after the Commencement Date that any of such systems was not in good working order, Landlord shall timely repair such failure at Landlord's expense.

2.3 No Representations. Tenant acknowledges that neither Landlord nor any of Landlord's authorized agents, representatives, property managers, consultants, contractors, partners, subsidiaries, affiliates, directors, elected officials, officers and employees (collectively, the "Landlord's Agents"), has agreed to undertake any alterations or additions or construct any improvements to the Premises except as expressly provided in this Lease. Nothing in this Lease is intended, nor will it be construed, to in any way limit the exercise by the Landlord of their governmental powers (including but not limited to, police, regulatory and tax powers) with respect to the then-current owner of the Premises, or applicable portion thereof, or the Premises to the same extent as if Landlord was not a party to this Lease, or owner of the Premises, or the transactions contemplated by this Lease. Further, nothing in this Lease is intended, nor will it be construed, as a waiver or limitation of either Landlord's or Tenant's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

2.4 Tenant Improvements and FF&E. The Parties agree that Landlord's Public Work, the Project Property and Building Improvements are owned by Landlord, and Tenant has no right, title, or interest in the Public Work, Project Property and the Building Improvements other than the leasehold interest in the same created by this Lease. Tenant shall purchase and install, at its sole

expense, all items not permanently attached to a structure or building ("Tenant FF&E") necessary for the operation of the Premises and Project services in conformance with the Project Purposes [For example: furniture, fixtures, medical devices, computers and peripherals, equipment and other items purchased by the Tenant with their own funds]. Upon termination or completion of this Lease, the Tenant shall remove and retain all Tenant FF&E. Tenant shall commence the installation of Tenant FF&E and any other Tenant's Work as set forth in Exhibit "C", if any, promptly upon substantial completion of Landlord's Public Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's Work shall be at Tenant's sole cost and expense pursuant to plans and specifications which meet Landlord's reasonable approval. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be reasonably designated by Landlord. During the tenant work period, Tenant and its contractor, if any, shall keep the Project Property free of all construction and related debris. Prior to opening for business, Tenant shall remove all construction and related debris from the Premises and the Project Property, and all such areas shall be left in a broom clean condition. Tenant's contractor shall name Landlord as an additional insured on contractor's insurance policies. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all covenants, conditions and restrictions of record, governmental statutes, ordinances, rules and regulations pertaining thereto. Tenant, Tenant's employees, agents or contractors shall coordinate all work undertaken with Landlord in a manner not to disrupt or cause a slowdown or stoppage of any work conducted by Landlord on the Premises or Project Property.

### **3. TERM.**

3.1 Term. The Term shall be the period of time specified in Section 1.2 above, commencing on the Commencement Date. If the end of the Term as measured from the Commencement Date does not occur at the end of a month, the Term shall extend until the end of the last day of such month. For purposes of this Lease, the term "Lease Year" means each consecutive twelve (12) month period during the Term, commencing on the Commencement Date.

3.2 Extensions. At the end of the Term, each party hereto covenants to negotiate in good faith any extension of this Lease beyond the end of the Term.

**4. SECURITY DEPOSIT.** Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount set forth in Section 1.7 above for the performance of all of Tenant's obligations under this Lease. Upon expiration of the Term, as long as Tenant is not in default under this Lease, Landlord shall return the Security Deposit to Tenant, after deducting the amounts needed to make good any default by Tenant. Landlord shall have the right, but not the obligation, to apply all or any portion of the Security Deposit to cure any Tenant default at any time, in which case Tenant shall be obligated to restore the Security Deposit to its original amount within thirty (30) business days after receiving written notice from Landlord. Landlord shall not be required to keep all or any part of the Security Deposit separate from its general accounts. Unless otherwise expressly agreed in writing by Landlord, no part of the Security Deposit shall be considered to be held in trust, to bear interest or other increment for its use, or to be prepayment for any monies to be paid by Tenant under this Lease. If Landlord keeps the Security Deposit in an interest bearing account, all interest shall accrue for the benefit of Landlord.

### **5. RENT.**

5.1 Definition of "Rent." The term "Rent" as used in this Lease shall mean Base Rent and all other amounts required to be paid by Tenant to Landlord under the terms of this Lease. Rent owing under this Lease for any and all periods shall remain open and capable of collection throughout the balance of the Term. All Rent shall be paid at Landlord's option, by electronic payment pursuant to instructions to be provided by Landlord from time to time, or at Landlord's address set forth in



Section 1.10 above or at such other place as Landlord may designate from time to time in writing to Tenant.

5.2 Base Rent. Tenant agrees to pay the Base Rent set forth in Section 1.4 above for each year of the Term, by the fifteenth (15<sup>th</sup>) business day of January of each calendar year. Payment for the annual Base Rent for the first year of the Term shall be paid within thirty (30) days of the Commencement Date, without any deduction or setoff whatsoever and without the requirement of any prior notice, invoice or demand. If the Commencement Date is not the first day of a month, monthly Base Rent for that month shall not be prorated. If the last day of the Term of this Lease is not the last day of a month, the Base Rent for such month shall not be prorated. In addition to the Base Rent, Tenant shall pay to Landlord a refundable key fee of Twenty-Five Dollars (\$25.00) per key. If Tenant requests a lock core change for any interior or exterior doors to the Premises, the fee paid by Tenant to Landlord shall be Thirty Dollars (\$30.00) per lock core.

## **6. OPERATING COSTS, UTILITIES, AND TAXES.**

6.1 Operating Costs. 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 and pharmaceuticals/controlled substances on the Premises. Tenant shall further not suffer or permit any person to commit any waste on the Premises. Except for Landlord's obligation to maintain and repair the portions of the Premises described in Section 7.2, Tenant shall be solely responsible for the payment of all costs and expenses relating to the operation, maintenance and repair of the Premises, including, without limitation, the following costs:

6.1.1 Utilities, Operating and Maintenance Costs. The cost of supplying all utilities (which Tenant shall arrange for and pay directly to the provider thereof) including without limitation electric, gas, water, sewer, and trash removal; and

6.1.2 Janitorial. The cost of all janitorial and porter services for the interior of the Premises only; and

6.1.3 Pest Control. The cost of pest control services for the interior of the Premises only; and

6.1.4 Licenses and Permits. The cost of all licenses, certificates, permits and inspections required for the operation of the Premises for the Permitted Use; and

6.1.5 I.T. All computer systems, phone and internet service costs for the Premises; and

6.1.5 Security. Security systems and security services for the interior of the Premises only and any phone safety systems and/or surveillance cameras installed by Tenant on the Project Property; and

6.1.7 Fire Alarm. All fire alarm and life safety systems in the interior of the Premises only, including monitoring and sprinkler inspections on those interior systems with Tenant to timely provide copies of all inspection reports to Landlord upon Landlord's written request; and

6.1.8 Bio-Medical Waste. All bio-medical waste disposal from the Premises and Tenant's operations; and

6.1.9 Kitchen Appliances/Equipment. All kitchen appliances/equipment located at the Premises; and

6.1.10 Substances. The proper and secure storage of pharmaceuticals/controlled substances or other regulated substances in the Premises.

6.1.11 Grease Trap (if any). All grease traps located at the Project Property with Tenant to timely provide copies of all cleaning/emptying/service reports to Landlord annually or as otherwise required by applicable law; and

6.1.12 Windows and Doors. All interior and exterior doors (including automatic doors) and interior and exterior windows to the Premises; and

6.1.13 HVAC filters. All HVAC system filters in the Premises; and

6.1.14 Maintenance and Repair. The cost of operating, repairing and maintaining the plumbing fixtures (e.g. hot water heater/boiler, 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) in the Premises; and the non-structural elements of the Building Improvements/Premises and all systems, equipment or facilities which serve the Premises, provided that the cost of said repair/replacement is less than \$10,000.00 per occurrence. If the cost of a necessary repair/replacement is more than \$10,000.00 for said occurrence, and further provided it is not due to vandalism, and/or not due to malicious mischief, and/or not due to the gross negligent or willful misconduct of Tenant or its agents, employees, students, invitees or licensees (in which event Tenant shall still be solely responsible to pay for and make the repairs/replacements), then Landlord shall be responsible for said necessary repair or replacement. Notwithstanding the foregoing, Tenant shall at all times be solely responsible to repair, maintain, and replace any and all kitchen appliances and equipment.

6.2 Taxes. Tenant shall pay all taxes relating to the Premises and its operations, including the following:

6.2.1 Real Property Taxes. If not otherwise exempt, Tenant shall timely pay all real estate taxes and assessment levied against the Premises. Landlord shall provide Tenant with any bills for real P\roperty taxes received by Landlord levied against the Premises, and Tenant shall pay all real property taxes prior to delinquency and shall provide Landlord evidence of such payment upon written request by Landlord.

6.2.2 Taxes on Tenant's Personal Property. If not otherwise exempt, Tenant shall pay taxes on its personal property located at the Premises, or upon written notice from Landlord, reimburse Landlord for any and all taxes required to be paid by Landlord when such taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, trade fixtures and other personal property located in the Premises.

## **7. REPAIRS AND ALTERATIONS.**

7.1 Tenant's Obligations. Subject to Section 6 and Landlord's obligations stated in Section 7.2, Tenant shall, at Tenant's sole expense, keep the Premises and all fixtures and alterations thereon in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing (outside the walls and aboveground); plumbing fixtures (e.g. hot water heater/boiler, faucets, toilets, and drinking water fountains and systems, including filters); pest control (interior); electrical (outside the walls and aboveground); electrical fixtures (light bulbs, light fixtures, light switches, receptacles, and emergency lighting bulbs and batteries); all kitchen appliances; annual grease trap service; fixtures; interior walls; ceilings; all windows (exterior and interior); all doors (exterior and interior); all plate glass (exterior and interior); all skylights; Tenant signage in, on or about the Premises. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall also include restorations, replacements or renewals when necessary

to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair, including without limitation in events of vandalism and/or malicious mischief. Tenant shall, during the term of this Lease, keep the exterior appearance of the Premises in a first-class condition consistent with the exterior appearance of other similar facilities of comparable age and size.

7.2 Landlord's Obligations. Subject to Section 6 and Tenant's obligations stated in Section 7.1, Landlord shall, at its sole expense, maintain and repair the structural elements of the Building Improvements, which are defined to consist solely of the roof and roof membrane, foundations, exterior walls and interior load-bearing walls. In addition, and further subject to Section 6 and Tenant's obligations stated in Section 7.1, Landlord shall, at its sole expense, maintain and repair the electrical (switchgears, behind walls and underground); mechanical; plumbing (behind walls and underground); sewer lines from the street lateral to the grease trap connection; heating, air conditioning and ventilation ("HVAC") systems (but not HVAC system filters); driveways; fences; retaining walls; parking lots and walkways; landscaping, hardscaping, irrigation, and the exterior paint of the Premises. In addition, Landlord agrees that if the HVAC, electrical, plumbing or other mechanical systems of the Building Improvements need to be repaired or replaced as a result of ordinary wear and tear at a cost of more than \$10,000.00 per occurrence, Landlord shall repair or replace such systems at Landlord's cost. Subject to the foregoing and to the provisions of Section 2.2 (condition of the Premises upon commencement), Article 8 (casualty damage) and Article 11 (eminent domain), it is intended by the parties hereto that Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises, the improvements located thereon, or the equipment therein, all of which obligations are intended to be those of Tenant under Section 7.1 above. Landlord's obligation to furnish any utilities is subject to the rules and regulations of applicable utilities and of any governmental authority. Landlord does not warrant that the services provided for herein will be free from any irregularity or stoppage. Landlord shall use due diligence to correct the same timely and in a way to minimize disruption to Tenant.

7.2.1 Tenant reserves the right to install artwork to include by way of example and not limitation, sculptures, statutes and murals at the Premises subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

7.3 Landlord's Right of Entry. If Tenant fails to maintain or repair the Premises as required by this Lease, Landlord may provide Tenant with written notice requiring Tenant to perform such obligations. If Tenant fails to perform such obligations within thirty (30) days after receipt of such written notice, or if such obligations cannot reasonably be performed within thirty (30) days, if Tenant fails to commence such performance within thirty (30) days after receipt of such written notice and thereafter to diligently prosecute such performance to completion, but in no event later than sixty (60) days after such written notice, Landlord may enter the Premises after two (2) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, and the actual costs and expenses incurred by Landlord in doing so shall be due and payable by Tenant to Landlord within thirty (30) days of receipt of an invoice therefor. Such action by Landlord shall not cure Tenant's breach of its obligations under Section 7.1, and Landlord shall have the right to exercise any or all of its other remedies as set forth in Article 23.

7.4 Mechanic's Liens. All work performed, materials furnished, or obligations incurred by or at the request of Tenant or its agents or contractors shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's or construction liens to be filed against the Project Property in connection therewith. 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 Premises. Upon completion of any such work, Tenant shall deliver to Landlord final unconditional lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either (a) pay the amount of the lien and

cause the lien to be released of record, or (b) diligently contest such lien and post a bond or other security that is sufficient to cause such lien to be released of record. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within thirty (30) days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships) and that Tenant is not authorized to act as Landlord's common law agent or construction agent in connection with any work performed at the Premises. Additionally, Tenant acknowledges that Landlord has not required Tenant to perform any particular tenant improvements or alterations to the Premises. Nothing in this Lease shall be deemed a consent by Landlord to any liens being placed upon the Premises or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Except as limited by the provisions of NRS Chapter 41.0305 to NRS 41.039, Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by Tenant to pay for any work performed, materials furnished, or obligations incurred by or at the request of Tenant, or arising from or relating to Tenant's failure to comply with its requirement stated in this paragraph. This indemnity provision shall survive termination or expiration of this Lease.

#### 7.5 Alterations.

7.5.1 Landlord's Consent. Except as provided in Sections 2.2 and 7.2, Tenant shall be responsible for all redecorating, remodeling, alterations, improvements and painting of the interior of the Premises during the Term, subject to the restrictions in this Section 7.5. Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, "Alterations") without the prior written consent of Landlord (except as provided in Section 7.5.2); provided, however, Landlord may withhold its consent to any Alterations that would adversely affect (in the reasonable discretion of Landlord) (a) the Building's structure or structural elements or the Building's mechanical or utility systems, or (b) the exterior appearance of the Building. 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, a complete set of plans and specifications for the proposed Alterations, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all the 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 as soon as practical 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 and Tenant shall be solely responsible for ensuring all such compliance. Except for minor Alterations, upon completion of any such work and no later than thirty (30) days after completion of the Alterations, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials within 30 days of completion of such work. All Alterations, including minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338, to the extent applicable.

7.5.2 Landlord's Consent Not Required. Notwithstanding Section 7.5.1, Tenant shall not require Landlord's consent for the following Alterations:

(a) Minor Alterations. After initial build-out of the Premises necessary for the operation of the Premises and Project services in conformance with the Project Purposes as set forth in **Exhibit "C,"** Tenant may make non-structural Alterations to the interior of the



Premises (excluding the roof), as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, they do not affect the Building's structure or structural elements or the Building's mechanical or utility systems, they do not require a building permit, and the cost thereof does not exceed \$25,000.

7.5.3 Requirements for Tenant's Alterations. All work described in this Section 7.5 shall be performed only by contractors and subcontractors approved in writing by Landlord and only in accordance with plans and specifications approved by Landlord in writing. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord (and the EDA if required) as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all applicable Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building's structure and structural elements, and the Building's mechanical and utility systems) and shall use materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. All such work which may affect the Building's structure and structural elements, and the Building's mechanical and utility systems must be approved by an engineer selected or approved by Landlord, whose approval shall not be unreasonably withheld, at Tenant's expense. All work affecting the roof of the Building must be performed by Landlord's roofing contractor and no such work will be permitted if it would void or reduce the warranty on the roof. Upon completion of any work described in this Section 7.5, Tenant shall furnish Landlord with accurate reproducible "as-built" CADD files of the improvements as constructed.

Tenant shall provide its own trash container or containers for construction debris; shall promptly remove all construction and related debris from the Premises and all common areas; immediately following completion of construction shall return the Premises and common areas to the condition they were in immediately prior to construction; shall repair and restore any portions of the common areas harmed as result of the construction activities to the condition they were in immediately prior to construction; shall use service entrances to the Premises, if any; and will pay to Landlord the amount of any and all damage to the roof caused by the penetration thereof, and the amount of any and all damages to the Premises, Building Improvements and/or Project Property as a result of roof leaks caused by the penetration. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work., and except as limited by NRS Chapter 41.0305 to NRS 41.039, shall indemnify, defend Landlord against, and hold Landlord harmless from any and all liability, costs, damages (including any damage to the Building Improvements, Premises, common areas or any part of the Project Property), expenses (including attorneys' fees) and any and all liens resulting therefrom due to any act or failure to act by Tenant or any of its officers or employees.

7.5.4 Removal of Alterations at Expiration. Except to the extent Tenant requests and Landlord designates otherwise in writing at the time Landlord approves such Alterations, all or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at Tenant's sole cost and expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the expiration of the Term or earlier termination of this Lease as the property of Landlord. If Landlord requires the removal of all or part of any Alterations, Tenant, at Tenant's sole cost and expense, shall repair any damage to the Premises caused by such removal. If Tenant fails to remove the Alterations upon Landlord's request, then Landlord may (but shall not be obligated to remove them and the cost of removal and repair of any damage together with all other actual costs which Landlord may suffer by reason of the failure of Tenant to remove the Alterations. The actual costs incurred by Landlord in said removal shall be charged to Tenant and paid by Tenant within thirty (30) days of Landlord's written demand.

7.5.5 Compliance with Laws. Tenant shall construct all Alterations and perform all repairs in conformance with any and all applicable rules and regulations of any federal, state,

county or municipal laws, statutes, ordinances, codes or other governmental rules, regulations or requirements now in force or which may hereafter be enacted or promulgated (collectively, "Laws"), pursuant to a valid building permit issued by the applicable municipality and in conformance with Landlord's construction rules and regulations. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Tenant shall give Landlord prior notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon completion of any Alterations, Tenant shall (a) cause a timely Notice of Completion to be recorded in the office of the Recorder of Clark County in accordance with the terms of NRS 108.228 or any successor statute, (b) deliver to Landlord a reproducible copy of the "as-built" CADD drawings of the Alterations, and (c) deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials in accordance with NRS 108.2457(5)(a) or (b).

7.5.6 Contractor Charges. The charges for such work performed by a contractor selected by Landlord shall be deemed Rent under this Lease, payable within thirty (30) days of Tenant's receipt from Landlord, either periodically during construction or upon the substantial completion of such work, at Landlord's option. Upon completion of such work and upon request by Landlord, Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Tenant shall pay to Landlord a percentage of the cost of such work sufficient to compensate Landlord for all actual costs and expenses arising from Landlord's involvement with such work.

7.5.7 Builder's All Risk Insurance. If Tenant makes any Alterations, Tenant agrees to have any of its contractors carry "Builder's All Risk" insurance covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured pursuant to Article 9 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to insure the lien-free completion of such Alterations and naming Landlord a co-obligee.

## **8. FIRE, EARTHQUAKE OR OTHER CASUALTY DAMAGE.**

8.1 Notice of Damage. If either Party becomes aware of damage to the Premises by fire, earthquake or other casualty ("Casualty Damage"), such Party shall give prompt written and telephonic notice to the other Party.

8.2 Landlord's Right to Restrict Entry to Premises. In the event of an earthquake or other casualty that may affect the safety of persons or property in the Premises, or in the event of a pandemic or other public emergency that results in the potential for the existence of unsafe or unhealthy conditions in the Premises, Landlord shall request an inspection of the Premises by appropriate governmental inspectors as soon as possible. If Landlord and Tenant in good faith believe there is a risk of injuries to natural persons or damage to property, or a risk of the spread of a communicable disease, from entry into the Premises prior to governmental inspection, Landlord may temporarily restrict entry into the Premises by Tenant and its employees, students, guests and contractors. Upon request, Landlord shall consult with Tenant to determine if there are safe methods of entry into the Premises in order to retrieve files, data in computers and inventory, subject to any indemnities and waivers of liability that Landlord may reasonably require. The decision of any appropriate governmental inspector regarding safe entry shall be binding on the parties unless subsequently amended or revoked. Landlord and Tenant shall reasonably cooperate to agree on rules and regulations relating to entry into the Premises, activities within or use of the Premises and other matters as may be recommended by public officials as a result of pandemics, public emergencies, earthquakes or other casualties. The decision of any appropriate governmental official or agency regarding safe entry into the Premises, restrictions on activities within the Premises, imposition of rules and regulations relating to the use of the Premises, permitted operations within the Premises or similar matters affecting access to or operations or activities

within the Premises, shall be binding on the Parties unless subsequently amended or revoked. Regardless of any rules and regulations Landlord may enact in connection with any pandemic, public emergency, earthquake or other casualty, it shall be the sole obligation of Tenant to ensure that it and its employees, students, contractors, visitors and invitees shall at all times comply with all applicable governmental requirements while in the Premises (including, without limitation, requirements regarding entry into the Premises, wearing face coverings, hard hats or other protective clothing or gear, avoiding certain portions of the Premises, maintaining social distancing, not performing specified activities that are restricted by such governmental requirements, or performing other public safety actions required by such governmental requirements), and Landlord shall have no obligations or liability with respect to ensuring that Tenant complies with or causes its employees, contractors, visitors and invitees to comply with any of the foregoing requirements. Notwithstanding the foregoing, in no event will a pandemic or an inability of Tenant to access or use the Premises as a result of a pandemic or as a result of governmental orders or other governmental actions restricting access to or activities in the Premises, be deemed a "Casualty Damage," it being agreed that "Casualty Damage" shall exclusive be deemed to refer to situations where the physical condition or structural integrity of the Premises have been damaged or compromised.

8.3 General. If any Casualty Damage shall occur at the Premises, either party shall give immediate written notice thereof to the other. Within thirty (30) days after receipt of such notice, the parties shall mutually decide whether material restoration of the Premises can reasonably be made within one hundred eighty (180) days from the date of such notice and receipt of required permits for such restoration.

8.4 Within 180 Days. If the Premises or Building Improvements should be damaged by Casualty to such extent that material restoration can be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such restoration, this Lease shall not terminate. Provided that insurance proceeds are received by Landlord to fully repair the damage, Landlord shall proceed to rebuild and repair the Premises diligently and to as near the condition as practical that existed prior to the property loss as practical. Landlord shall not be required to rebuild, repair or replace any part of any Alterations which may have been placed on or about the Premises or paid for by Tenant. If the Premises are untenable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenable shall be abated proportionately.

8.5 Greater than 180 Days. If the Premises or Building Improvements should be damaged by Casualty to such extent that rebuilding or repairs cannot be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such rebuilding or repair, then either party shall have the option of either: (1) terminating this Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of this Lease; or (2) electing to rebuild or repair the Premises diligently to as near the condition as practical that existed prior to the property loss as practical. Landlord shall not be required to rebuild, repair or replace any part of any Alterations which may have been placed, on or about the Premises or paid for by Tenant. If the Premises are untenable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenable shall be abated proportionately.

Intentionally deleted.

Insurance Proceeds. Notwithstanding anything herein to the contrary, if the Premises or Building Improvements are damaged or destroyed and are not fully covered by the insurance proceeds, then either party shall have the right to terminate this Lease by delivering written notice of termination to the other within thirty (30) days after the date of notice of said damage or destruction is delivered to the other party, whereupon this Lease shall terminate. Notwithstanding anything to the contrary herein, Landlord shall also have the right to terminate this Lease if the holder of any indebtedness covering the Premises requires that the insurance proceeds be applied to such indebtedness.

Intentionally deleted.

Tenant's Personal Property. In the event of any damage or destruction of the Premises or the Building Improvements, under no circumstances shall Landlord be required to repair any injury or damage to, or make any repairs to or replacements of, Tenant's Alterations, personal property or Tenant FF&E.

## **9. INSURANCE**

### **9.1 Tenant's Insurance Obligations.**

9.1.1 Tenant's Insurance Policies. The Parties acknowledge that as government entities, each party is self-insured. Tenant shall, during the Term of this Lease, maintain or participate in a self-insurance fund in amounts which are in compliance with the laws of the State of Nevada and sufficient as deemed appropriate by Tenant to cover any liability which reasonably could be reasonably anticipated arising from the performance of this Lease.

9.1.2 Third Parties Onsite. Tenant, via written executed contract, shall require and cause its contractors, vendors, consultants and subcontractors of every tier to maintain the following minimum insurance, inclusive of additional insured status and waiver of subrogation requirements: (i) Commercial General Liability Insurance written on a current ISO CG 00 01 occurrence based policy form with limits of not less than \$1,000,000 per occurrence for bodily injury (including death and mental anguish) and property damage, \$1,000,000 each person or organization for personal and advertising injury, \$2,000,000 general aggregate per location or project, and \$2,000,000 products-completed operations aggregate, and such policy shall include contractual liability coverage arising out of work performed by them or on their behalf including indemnity for injuries to the insured's employees; (ii) Workers Compensation Insurance covering statutory benefits in all states where the insured's operations are to be performed, and such policy shall include an Employers Liability Insurance coverage part with limits of not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee and policy limit for bodily injury by accident; (iii) Automobile Liability Insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, leased, or non-owned, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident; (iv) Umbrella / Excess Liability Insurance with limits appropriate for the project and hazards associated with the insured's operations, but in no event less than \$2,000,000 per occurrence and in the aggregate on a follow form basis; and (v) "All Risk" Property Insurance coverage for tools and equipment brought onto and/or used at the Project Property, the amount of which is equal to the replacement costs of all such tools and equipment. Certificates of insurance shall be made available to Landlord prior to work commencing on site evidencing all insurances as required herein. Such insurance (except for Workers' Compensation / Employers Liability) shall include Tenant, Landlord, and the EDA (if required), as additional insureds (including, with respect to Commercial General Liability, for ongoing and completed operations) on a primary and non-contributory basis and without any requirement for contractual privity. Coverage provided shall not contain any exclusions pertaining to the work contemplated by the third parties' respective agreement. The required limits listed above are minimum limits established by Landlord and nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect Tenant or contractors of any type from greater loss.

### **9.1.3 Insurance Requirements.**

9.2 Landlord's Insurance. The Parties acknowledge that as government entities, each party is self-insured. Landlord shall, during the Term of this Lease, maintain or participate in a self-insurance fund in amounts which are in compliance with the laws of the State of Nevada and sufficient as deemed appropriate by Landlord to cover any liability which reasonably could be anticipated to arise from the performance of this Lease.

9.3 Waiver of Subrogation. Landlord and Tenant each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under



them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Lease pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage. Landlord and Tenant will each request its respective property insurance carrier to include in policies provided pursuant to this Lease an endorsement recognizing this waiver of subrogation.

**10. EMINENT DOMAIN.** In the event all of the Premises, or all of the Project Property, or if so much of the parking areas of the Project Property is taken by power of eminent domain or condemned by any authority having the power of eminent domain, Landlord or Tenant may terminate this Lease as of the date of the taking upon ninety (90) days' notice to the other provided such notice is given no later than one hundred eighty (180) days after the date of the condemnation. In the event ten percent (10%) or more of the Premises are taken from Tenant, or if so much of the parking areas of the Project Property are taken that Tenant will not have the use of the number of parking spaces required by appropriate codes or ordinances, Tenant or Landlord shall have the option to terminate this Lease upon ninety (90) days' notice to the other party, provided such notice is given no later than one hundred eighty (180) days after the date of the condemnation. If less than all of the Premises is condemned and if Tenant or Tenant does not elect to terminate this Lease, then this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. The entire award or payment in connection with any Condemnation shall be the property of Landlord, whether such award or payment is made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages, however, provided that Tenant does not terminate the Lease, Landlord shall be responsible for the costs to make any and all necessary exterior and structural repairs or alterations to make the remaining portion of the Premises complete and shall assist in facilitation of any design work, plans and contracting any repairs needed for alterations. Notwithstanding the foregoing Tenant shall be entitled to compensation, if separately awarded to Tenant, for Tenant's relocation expenses and/or loss of Tenant's personal property or trade fixtures. Tenant hereby waives any and all rights it might otherwise have pursuant to NRS 37.115.

**11. WAIVER AND INDEMNIFICATION.**

**11.1 Intentionally Deleted.**

**11.2 Indemnification.** Except as limited by the provisions of NRS Chapter 41.0305 to NRS 41.039, Tenant shall indemnify, protect, defend and hold Landlord's Parties harmless from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising either directly or indirectly from any act or failure to act by Tenant or any of its officers or employees, except those caused by Landlord's gross negligence or willful misconduct, arising out of, resulting from, or occurring in connection with any accident, injury, death, loss or damage to any person or to any property including the person and property of Tenant and its employees, officers, agents, contractors, guests, licensees, invitees and all other persons at any time in the Premises, (b) any act, omission or negligence of Tenant or any employee, officer, guest, licensee or invitee of Tenant or of any agent or contractor of Tenant or of any subtenant or subtenant's agents, employees, contractors or invitees. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend such action or proceeding at Tenant's expense by counsel reasonably satisfactory to Landlord, and Landlord shall cooperate with Tenant in such defense at Tenant's sole cost and expense. Landlord need not have first paid any such claim in order to be so indemnified. 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. If the Tenant or the Tenant's insurer fails to defend the Landlord's Parties as required herein, the Landlord's Parties shall have the right, but not the obligation, to defend the same and, if the Tenant is adjudicated by the trier of fact to be liable, the Tenant agrees to pay the direct costs of such defense (including

reasonable attorney fees and court costs) which is proportionate to the liability of the Tenant. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the Landlord's or Tenant's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law. Tenant's obligations under this Section shall survive any termination of this Lease.

## **12. ASSIGNMENT AND SUBLETTING.**

12.1 Landlord's Consent Required for Transfers. Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) (collectively, a "Transfer") all or any portion of the Premises, nor shall any Transfer of this Lease or the right of occupancy be effected by operation of law or otherwise, without the prior written consent of Landlord (and EDA if required), which consent may be granted or withheld at Landlord's sole discretion. No sublease shall affect Tenant's obligation to perform its agreements hereunder. 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.

12.2 Transfers Without Consent Voidable. Any Transfer without Landlord's written consent shall be voidable by Landlord, and, at Landlord's election, constitute an "Event of Default," as that term is defined in Article 23 of this Lease.

12.3 Assignment of Rents. Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided, however, that until the occurrence of an Event of Default under this Lease, Tenant shall have the license to continue collecting such rent and other sums. Upon an Event of Default under this Lease, Landlord shall have the right to instruct any or all such subtenants, assignees or other occupants to pay such rent or other sums directly to Landlord, and Tenant shall cooperate in causing such rent or other sums to be paid directly to Landlord.

## **13. INTENTIONALLY DELETED.**

**14. USE OF PREMISES.** The Premises are leased to Tenant for the sole purpose set forth in Section 1.8 above and Tenant shall not use or permit the Premises to be used for any other purposes without the prior written consent of Landlord (and EDA if required) which consent may be granted or withheld at Landlord's reasonable discretion. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Premises, including without limitation the Covenant. Tenant shall not do or permit anything to be done in or about the Premises which will tend to create a nuisance or permit any waste. Tenant shall prevent odors, emissions, fumes, liquids or other substances or excessive noise from escaping or extending beyond the Premises, and shall not use or allow the Premises to be used for any unlawful or extra hazardous purpose. Tenant shall refrain from using or permitting the use of the Premises or any portion thereof as living quarters, sleeping quarters or for lodging purposes. If Tenant's use of the Premises for anything other than the Project Purposes, Tenant shall have thirty (30) days to remove such use from the Premises upon written notice from Landlord.

**15. COMPLIANCE WITH LAW.** Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any applicable Laws (including, without limitation, Laws that may prohibit or restrict access to the Premises, or impose restrictions or requirements on activities within the Premises, such as, without limitation, requirements regarding entry into the Premises, wearing face coverings, hard hats or other protective clothing or gear, avoiding certain portions of the Premises, maintaining social distancing, not performing specified activities that are restricted by such governmental requirements, or performing other public safety actions required by such governmental requirements, whether in connection with pandemics, other public emergencies, other Force Majeure events or otherwise). At its sole cost and expense, Tenant shall promptly comply with all such Laws. Should any Laws now or hereafter be imposed on Landlord or Tenant by a state, federal or local

governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Laws.

In addition, Tenant shall comply with the terms and conditions of the Covenant, the Award consistent with the Grant Application, and the regulations set forth in 13 C.F.R. Chapter III and 2 C.F.R. part 200.

## **16. HAZARDOUS MATERIALS.**

16.1 Definition. As used in this Lease, the term "Hazardous Material" means any flammable item, explosive, radioactive material, hazardous or toxic substance, product, byproduct, compound, substance, chemical, material or waste or related materials, including, without limitation, asbestos, printing inks, acids, pesticides, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products, fuel additives, any substances defined as, regulated for being, or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" and any other material, now or subsequently regulated under any federal, state or local laws, regulations or ordinances, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons and/or 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.

### **16.2 Tenant's Obligations.**

16.2.1 Landlord's Prior Consent. Tenant shall not cause or permit any Hazardous Material to be generated, handled, manufactured, produced, installed, maintained, brought upon, transported through or across, used, stored, treated, spilled released, removed or disposed of in, on, from or about the Premises or Project Property by Tenant, its agents, contractors, employees, affiliates, sublessees or invitees, without obtaining Landlord's prior written consent; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Materials (a) to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in the Tenant's operations.

16.2.2 Compliance With Laws. Whether or not Tenant obtains such prior written consent from Landlord (but without waiving the requirement to obtain such prior written consent), Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all applicable permits, all applicable federal, state and local Laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants (collectively, the "Environmental Requirements") governing or relating to: (a) environmental conditions on, in, under or about the Premises and Project Property, including without limitation soil and groundwater conditions; (b) the use, generation, handling, manufacture, production, installation, maintenance, storage, treatment, spill, release, transportation, removal and/or disposal of such Hazardous Materials, (c) the posting of notices with respect to such Hazardous Materials, or the providing of notices to third parties with respect to such Hazardous Materials, (d) the obtaining of all necessary licenses, permits or other authorizations relating to such Hazardous Materials, and (e) the filing of all applicable applications, reports, notices, registrations or business plans regarding such Hazardous Materials with the appropriate governmental agencies or authorities. Notwithstanding the foregoing, Tenant shall not cause or permit any Hazardous Material to be spilled or released in, on, under or about the Premises and Project

Property, including, without limitation, through the plumbing or sanitary sewer system. Tenant shall provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports, notices and certificates, evidencing Tenant's compliance with the Environmental Requirements, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any of the Environmental Requirements.

16.2.3 Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Material has come to be located in, on, under or about the Premises or Project Property, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to such Hazardous Material.

16.2.4 Removal of Hazardous Materials on Lease Termination. Upon expiration of the Term or earlier termination of this Lease, Tenant shall deliver possession of the Premises to Landlord free from any and all Hazardous Materials. Therefore, upon expiration or earlier termination of this Lease, Tenant shall cause any Hazardous Material used by, or otherwise arising out of or related to the use or occupancy of the Premises by, Tenant or its agents, affiliates, customers, employees, business associates or assigns, to be removed from the Premises and properly transported for use, storage or disposal in accordance with all Environmental Requirements.

16.3 Indemnification. Except as limited by, and only to the extent permitted by NRS Chapter 41.0305 to NRS 41.039, Tenant shall indemnify, defend and hold Landlord and Landlord's Parties harmless from all actions (including, without limitation, remedial or enforcement actions of any kind, and administrative or judicial proceedings and orders or judgments), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees and court costs), amounts paid in settlement, fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses, arising either directly or indirectly from any act or failure to act by Tenant, its agents, employees, contractors, affiliates, sublessees or invitees arising from a breach of this Article 16.

16.4 Inspection by Landlord/EDA. The EDA and/or Landlord, Landlord's agents, employees, contractors and designated representatives, shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times and upon three (3) days' written notice to Tenant when practical, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Environmental Requirements, and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, storage, transportation, spill or release of any Hazardous Materials on, in, under or from the Premises. The costs and expenses of such inspection shall be paid by the party requesting such inspection, unless the inspection reveals a violation of the Environmental Requirements or a contamination, caused or contributed to by Tenant, exists or is imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request reimburse Landlord or Landlord's lender or ground lessor, as the case may be, for the actual costs and expenses of such inspections.

**17. SIGNS.** Tenant will not without Landlord's prior written consent, which Landlord shall not unreasonably withhold, install, or permit to be installed, any window coverings, furnishings, signs, lettering, advertising or any items that will in any way alter the exterior appearance of the Premises as viewed from public areas, except that Tenant shall be allowed to install at the sole cost of Tenant one or more signs on the exterior of the Premises that comport with the naming convention described in Section 1.13, in locations and with a design that are subject to Landlord's prior approval. Tenant, at Tenant's



expense, shall prepare and shall submit to Landlord three (3) copies of the plans and specifications for Tenant's sign(s), prior to fabrication or installation of the signs. The plans shall include detailed information concerning the size, location, materials, color, electrical devices and connections. Landlord shall have ten (10) working days from receipt of the plans to approve/disapprove them. Tenant shall ensure that all signs shall be designed, manufactured, installed and maintained in accordance with all applicable Laws. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove all signs and repair any damage (including, without, discoloration) caused by the installation, use or removal of such signs. Tenant shall be prohibited from placing any other signage on, about or in front of the Project Property, or the Premises, without the prior written consent of Landlord which shall not be unreasonably withheld. This shall include but not be limited to: banner signs, marquee signs, trailer signs, billboard signs, and window painted signs. If Tenant violates this restriction, Landlord shall have the right, upon 2 days' written notice to Tenant, to remove such sign without liability therefore. Tenant shall maintain the sign(s) during the entire Lease Term.

**18. RENOVATIONS.** Tenant hereby acknowledges that during the Term Landlord may (but has no obligation to) renovate, improve, alter or modify (collectively, the "Renovations") the Premises, which Renovations may include, without limitation, (a) installing or modifying sprinklers in the Premises, (b) modifying the Premises to comply with applicable Laws and regulations, including regulations relating to the physically disabled, and/or (c) altering the exterior appearance of the Premises, provided that such Renovations do not impede Tenant operations during the school year. Landlord shall use reasonable efforts to ensure that such Renovations shall be conducted in such a way as to minimize their effect on Tenant's operations.

**ENTRY BY LANDLORD/EDA.** The EDA and/or Landlord or their respective agents, at reasonable times and upon three days' notice to Tenant if practical, may enter into the Premises without any liability whatsoever for the purposes of (i) inspecting the Premises; (ii) inspecting the performance by Tenant of the terms and conditions hereof; (iii) showing the Premises to prospective tenants or purchasers; (iv) inspecting, repairing or maintaining the Premises, if it is reasonably necessary for the Landlord to enter the Premises to do so; and (v) making such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be reasonably required therefore. Except in the case of an emergency, EDA and/or Landlord shall give Tenant at least three days' notice if practical of any and all intended entries or inspections pursuant to this Section. Landlord further agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, except when accompanied by an authorized representative of Tenant (or in the event of an emergency whereby waiting to be accompanied by an authorized representative of Tenant would jeopardize the health or safety of individuals and/or the Building Improvements, Premises, or Project Property itself), neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter areas of the Premises designated by Tenant as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy laws.

**COMPLIANCE WITH BUDGET LAWS.** All of the Landlord's and Tenant's financial obligations under this Lease are subject to their governing bodies making an appropriation to pay the amount needed to fulfill such obligations and are binding upon the parties only to the extent such appropriations are made. Nothing contained in this Lease obligates either party to make any such appropriation.

**ESTOPPEL CERTIFICATE.** Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing in a form provided by Landlord (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured landlord defaults, or specifying such defaults if any are claimed, and (c) such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Premises.

**19. EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default": (a) Tenant fails to pay Rent or another charge required to be paid under this Lease when due and such failure continues for five (5) days after written notice thereof from Landlord; (b) Tenant fails to observe or perform any other term, condition or covenant of this Lease binding upon or obligating Tenant within thirty (30) days after notice from 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 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 at Tenant's request provided that Landlord consents, which consent shall not be unreasonably withheld; (c) Tenant abandons the Premises for ninety (90) or more consecutive days; (d) Tenant or any guarantor makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Tenant's or guarantor's assets is appointed; (e) Tenant or any guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or any guarantor and is not discharged by Tenant or the guarantor within sixty (60) days; (f) Tenant fails to continuously and without interruption operate the Premises during the Term in a manner consistent with the Project Purposes, and related purposes with due diligence and efficiency for thirty (30) consecutive days and such condition is not caused by the Premises being damaged or condemned or due to the result of any pandemic or government order or restriction or due to any act or omission of Landlord; or (g) Tenant's failure to complete Tenant's Work in accordance with the terms, covenants and conditions of this Lease. Tenant shall not be excused from paying Rent or any charge required to be paid under this Lease as a result of any Force Majeure event (including, without limitation, as a result of governmental orders or other governmental actions prohibiting or restricting access to, or restricting activities within or imposing rules and regulations relating to the use of, the Premises in response to a public emergency or other Force Majeure event).

**20. LANDLORD'S REMEDIES.**

Landlord's Remedies. After giving the Tenant fifteen (15) days' notice of any Event of Default, Landlord, at its option, shall have, in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive:

Terminate Lease. In the event of the occurrence of any Event of Default and after giving Tenant fifteen (15) days written notice of said default Landlord shall have the right to give a written termination notice to Tenant, and on the date specified in such notice, Tenant's right to possession shall terminate, and this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other events of default of this Lease by Tenant at the time existing shall have been fully remedied to the reasonable satisfaction of Landlord. Landlord hereby reserves the right, but shall not have the obligation, to recognize the continued possession of any subtenant. The delivery or surrender to Landlord by or on behalf of Tenant of keys, entry codes, or other means to bypass security at the Premises shall not terminate this Lease unless Landlord elects in writing to terminate this Lease.

Continue Lease in Effect. Even though an Event of Default may have occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 23.1.1 above, and Landlord may enforce all of Landlord's rights and remedies under this Lease, including without limitation, the right to recover Rent as it becomes due, and Landlord, without terminating this Lease, may exercise all of the rights and remedies of a landlord. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

Damages After Default. Should Landlord terminate this Lease pursuant to the provisions of Section 23.1.1 above, Landlord shall have all the rights and remedies of a landlord under any applicable Laws. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled under applicable Law, Landlord shall be entitled to recover from Tenant: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in (1) and (2), above shall be computed at the lesser of the "prime rate," as announced from time to time by Wells Fargo Bank, N.A. (San Francisco), plus five (5) percentage points, or the maximum interest rate allowed by law (the "Applicable Interest Rate"). The "worth at the time of award" of the amount referred to in (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award. If this Lease provides for any periods during the Term during which Tenant is not required to pay Base Rent, then upon the occurrence of an event of default, Tenant shall owe to Landlord the full amount of such Base Rent or value of such Rent concession, plus interest at the Applicable Interest Rate, calculated from the date that such Base Rent or Rent concession would have been payable.

20.1 Late Charge. If Tenant fails to pay any Rent within five (5) days after the Rent becomes due and payable, a late charge of the greater of \$50.00 or ten percent (10%) of the amount of overdue Rent shall automatically, without notice, accrue and be due and owing on the open book account. In addition, any late Rent payment and/or late charge shall automatically, without notice, bear interest from the date that Rent became due and payable to the date of payment by Tenant at the interest rate of ten percent (10%) simple interest per annum (the "Default Rate"), provided that in no case shall such rate be higher than the highest rate permitted by applicable law. Late charges and interest shall be paid within two (2) days after written demand from Landlord, which demand may occur any time during the Term or prior to the expiration of the period attributable to the statute of limitations for an open book account. If a Rent check is returned for insufficient funds or otherwise is not accepted by Landlord's bank, then in addition to other remedies, Landlord may impose an appropriate fee which shall be paid by Tenant upon receipt of written demand, and Landlord may require that subsequent payments of Rent be made by certified checks.

Intentionally deleted.

Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and not alternative, to the extent permitted by law and except as otherwise provided herein.

**RIGHT OF LANDLORD TO CURE TENANT'S DEFAULT.** If an Event of Default occurs, then Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the expense, together with interest, at the rate of ten percent (10%) per annum, to Tenant. Payment for the cure shall be due and payable by Tenant within 30 days of receiving Landlord's written demand; however, the making of any payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

#### **LANDLORD'S DEFAULT.**

25.1 Landlord's Default. 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; or (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.

25.2 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 reasonable 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.

25.3 Exculpation of Landlord. Intentionally deleted.

**SURRENDER OF PREMISES.** Tenant shall peaceably surrender the Premises to Landlord on the expiration date of the Term or earlier termination of this Lease, in broom-clean condition and in as good a condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises caused by the removal of any of Tenant's personal property or Tenant FF&E from the Premises, except for reasonable wear and tear and loss by fire or other casualty not caused by Tenant or its agents. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's personal property and Tenant FF&E (including without limitation Tenant's telecommunications cabling and facilities) from the Premises. Any of Tenant's personal property or Tenant FF&E left on or in the Premises after thirty days following the expiration of the Term or after thirty days following any earlier termination of this Lease shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease.

**HOLDING OVER.** If Tenant shall not immediately surrender the Premises to Landlord on the expiration date of the Term or earlier termination of this Lease, Landlord may either: (a) declare an event of default and exercise all remedies available under this Lease, including summary proceedings to recover the Premises, or (b) treat Tenant as a "month-to-month" tenant (subject to the notice provisions of this Lease) liable for Rent in an amount equal to \$20,000.00 per month for any period of holdover. Notices of termination of any "month-to-month" tenancy must be delivered at least 30 days before the proposed termination date.

**GENERAL MATTERS.**



Notices. All notices required or permitted under this Lease 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 set forth in Sections 1.10 and 1.11 above, 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.

Successors and Assigns. Subject to the provisions of Article 12 hereof, the rights, duties and liabilities created hereunder shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

Prohibition Against Recording. Except as provided in this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant.

Waiver and Integration. The consent of Landlord in any instance to any variation of the terms of this Lease, or the receipt of Rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any Lease covenant or condition, including but not limited to the right to collect interest and late charges on any payment; nor shall any waiver, modification and/or estoppel occur to any provision of this Lease unless it is in writing and signed by Landlord or Landlord's authorized agent. Further, failure of Tenant to exercise any of its rights under this Lease shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and, save and except for the Award, Grant Application, Covenant, and related Joint Management Agreement between the Parties, this Lease supersedes and cancels any and all previous negotiations and understandings, if any, between the parties hereto and none thereof shall be used to interpret or construe this Lease. This Lease and any exhibits and addenda hereto executed by Landlord and Tenant in connection with this Lease and dated of even date herewith contain all of the terms, covenants and agreements of the parties relating in any manner to the Premises, and shall be considered to be the only agreement between the parties hereto and their representatives and agents.

Severability. 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. The Parties further agree to amend this Lease to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Lease from being void should a provision which is of the essence of this Lease be determined void.

Force Majeure. For purposes of this Lease, "Force Majeure" means any of the following events (to the extent, where applicable, not caused by the actions or inactions of the party seeking to avoid or delay performance as a result of such events): (a) earthquake, inclement weather (including but not limited to unseasonable amounts of rain), flood, or other natural disaster or act of God, (b) strike, lockout or other labor dispute, (c) act of war, terrorism or bioterrorism, civil unrest, riot or insurrection, (d) fire or other casualty, (e) area-wide or business-wide business interruption (including, without limitation, closures of businesses or business delays resulting from environmental disasters, pandemics or other public emergencies), (f) interruption in the supply of labor or materials, or inability to procure or delays in procuring labor or materials as a result of the foregoing, or (g) governmental moratorium or other governmental action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations, closure of governmental offices or unanticipated slowdowns in governmental activities as a result of pandemics, other public emergencies or other Force Majeure events), injunction or court order. If either Landlord or Tenant is delayed in or prevented from performing

any action required by this Lease as a result of a Force Majeure event (other than as stated below), then the performance of such action, or the deadline or timeframe for performing such action if a deadline or timeframe is specified, shall be delayed and tolled for a period of time equal to the period of any delay in such party's performance caused solely by such Force Majeure event, provided that the party claiming the delay delivers written notice to the other party within 3 business days after it receives notice of the circumstances creating the Force Majeure, describing the circumstances and estimating the period of the consequent delay. Notwithstanding the occurrence of any Force Majeure event, Tenant's obligation to pay Rent and other amounts required to be paid by Tenant under this Lease, and Tenant's obligations under Article 14, 15 and 16 of this Lease, shall not be affected, delayed, tolled or excused by a Force Majeure event, and all such obligations shall remain in full force and effect, without delay or modification, regardless of the existence of a Force Majeure event.

Intentionally Deleted.

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.

Governing Law; Consent to Jurisdiction; 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, the State courts located in the County of Clark, State of 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.

Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. The terms of this Section shall survive the expiration of the Term or earlier termination of this Lease.

Landlord's Reservations. In addition to the other rights of Landlord under this Lease, Landlord reserves the right to change the street address, legal description, assessor parcel number and/or name of the Premises without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises.

Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

Time of Essence. Time is of the essence of this Lease and each of its provisions.

Authority. 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.

Amendment. Any change in the provisions of this Lease, including the exhibits and attachments hereto, may be made only pursuant to a written amendment which is executed by the Tenant and approved by its governing authority and with regards to Landlord by (i) the Mayor of the City of Las Vegas, with City Council approval, if the amendment will require the Landlord to expend more than \$25,000 to carry out the change, or (ii) the Real Estate Manager for the City of Las Vegas, if the amendment will require the Landlord to expend less than \$25,000 to carry out the change, or merely revises the language of the Lease without any impact on the amount of funds required of Landlord.

Counterparts; Electronic Signatures. 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.

28.19 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, religion, sex, sexual orientation, gender identity or expression, age, disability, creed, national origin, ancestry, or any other legally protected status in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof. In connection with the performance of Project Purposes under this Lease, the Tenant agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In accordance with the Immigration Reform and Control Act of 1986, the Tenant agrees that it will not employ unauthorized aliens in the performance of this Lease or Project Purposes.

28.20 Landlord Approvals. Any approvals of Landlord required or permitted by the terms of this Lease are authorized to be given by the Real Estate Manager for the City of Las Vegas or such other person that Landlord designates in writing to Tenant, except for approvals resulting in a material change to this Lease, as determined by the Real Estate Manager for the City of Las Vegas, which shall then require the approval of the Las Vegas City Council. If there is no time specified herein for Landlord's approval, Tenant may submit a letter requiring Landlord's approval within thirty (30) days after submission to Landlord or such approvals shall be deemed denied. Notwithstanding the foregoing, Tenant acknowledges (i) that a request for a modification to this Lease or a request to extend deadlines specified hereunder may either (x) require review and approval of the City Council, or (y) the Real Estate Manager for the City of Las Vegas may determine that it is in the best interest of Landlord to submit such request for review and approval by City Council, and (ii) such review and approval may take more than thirty (30) days in order to comply with the required and customary procedures for obtaining approval of City Council. In such cases, the parties shall comply with the required processes of submitting matters for review and approval by City Council. The Real Estate Manager for the City of Las Vegas shall have the

authority to grant time extensions under this Lease, provided, however, that it shall be at the Real Estate Manager for the City of Las Vegas' sole and absolute discretion as to whether to grant any time extension or to submit any requests for time extensions to City Council for approval.

28.21 Landlord's Personal Property. During the Term, Landlord hereby grants to Tenant a limited, non-exclusive, non-transferrable and revocable right to use the Landlord's personal property located at the Premises for the sole Permitted Use stated in Section 1.8 hereinabove pursuant to the terms and conditions of this Lease. The Landlord's personal property shall not be taken outside of the Premises. The Tenant shall conduct its use in accordance with all applicable Laws, statutes, ordinances and regulations, and in a prudent and reasonably safe manner under the circumstances. Tenant shall return the Landlord's personal property to the Landlord in as good condition as existed at original delivery, reasonable wear and tear in respect thereto expected. Tenant agrees not to alter the Landlord's personal property. The Landlord's personal property shall remain at all times the personal property of the Landlord and its title shall not be transferred to the Tenant. The Landlord's personal property shall not be transferred, sold, leased, assigned or shared by the Tenant with any other third party without the express prior written approval from the Landlord. If Tenant shall or attempts to transfer, sell, lease, assign or share the Landlord's personal property or any interest therein, or if Tenant defaults in any of the covenants, conditions or provisions of this Lease, or Landlord otherwise provides Tenant with five (5) days' written notice of its desire to take repossession of the personal property, it is agreed that the Landlord may immediately and without further notice or legal process take possession of the Landlord's personal property wheresoever found and to remove and keep or dispose of the same; and the Landlord retains any other rights and remedies provided to it under this Lease, by law or in equity. Tenant hereby waives all claims for damages connected with such seizure. The Landlord's personal property is provided to the Tenant "as is" and Tenant shall pay Landlord for any actual out of pocket costs Landlord may incur on said personal property, including without limitation leasing costs, maintenance costs, and repair costs. Landlord does not make any warranty or guaranty, expressed or implied, as to the accuracy of the Landlord's personal property's functionality, including merchantability or fitness for a particular purpose. Tenant agrees to inspect and test the Landlord's personal property at delivery and that by taking possession of the Landlord's personal property acknowledges that it is in good physical, mechanical and working condition. Tenant shall not have the Landlord's personal property repaired without prior written permission from the Landlord. Tenant shall pay Landlord the amount necessary to repair the Landlord's personal property. However, if the Landlord's personal property is stolen, lost or destroyed, Tenant shall pay Landlord the full replacement cost of the Landlord's personal property. This section shall survive the termination of this Lease.

28.22 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.

28.23 Limitation of Funding/Non-Appropriation. The Parties acknowledge that the other party is a governmental entity and the Lease validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this Lease, then the party shall have the right to terminate this Lease at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this Lease, but only as an emergency fiscal measure.

28.24 Notice of Federal Interest. Landlord acknowledges that, should Tenant use federal funds to renovate or make any approved improvements to the Premises, Tenant may be required



to record a Notice of Federal Interest in the Premises as required by 45 CFR 1303. Prior to the use of any federal funds by Tenant, Tenant shall submit to Landlord the federal requirements that are applicable to Landlord and the Landlord's property interest in the Premises. Landlord shall promptly review Tenant's use of federal funds and Landlord to the extent practical shall work with Tenant to use the federal funds.

28.25 Official, Agent and Employees of the City Not Personally Liable. It is agreed by and between the parties of this Lease, that in no event shall any official, officer, employee, or agent of the Landlord or Tenant in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Lease.

28.26 Conflict Of Interest (City Officials). An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Lease, payments under this Lease, or work under this Lease, shall not be directly or indirectly interested personally in this Lease or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Lease, shall become directly or indirectly interested personally in this Lease or in any part hereof. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Lease.

28.27 Public Records. The City 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 City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Lease and all supporting documents are deemed to be public records.

28.28 Visual Artists Rights Act. Prior to the installation of any work which might be considered art in, on or about the Project Property/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 Project Property/Premises other than a simple nail art mounting hardware, Tenant shall first obtain the prior written consent of Landlord in each instance. Such consent may be conditioned upon Tenant obtaining a written waiver, in form and substance reasonably agreeable to Landlord, under the federal Visual Artists Rights Act of 1990 between Tenant and at least one of the artists if there is more than one.

[Signatures appear on the following page]

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the "Date of Lease" shown on the first page of this Lease.

**LANDLORD:**

**CITY OF LAS VEGAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk      Date

**APPROVED AS TO FORM:**

 4/17/2024  
Dimitri P. Dalacas  
Deputy City Attorney      Date

**Council Action:** \_\_\_\_\_, 2023 – Item #\_\_

**TENANT:**

**BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION, ACTING ON  
BEHALF OF THE COLLEGE OF SOUTHERN  
NEVADA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**Action:** \_\_\_\_\_, 2023 – Item #\_\_

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Lease as of the "Date of Lease" shown on the first page of this Lease.

LANDLORD:

CITY OF LAS VEGAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Attest:

\_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney      Date

TENANT:

BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION, ACTING ON  
BEHALF OF THE COLLEGE OF SOUTHERN  
NEVADA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

By: Debra L. Pieruschka  
Name: Debra L. Pieruschka  
Title: Vice President & General Counsel  
Date of Signature: 04-17-2024

Council Action: \_\_\_\_\_, 2023 – Item # \_\_\_\_\_

Action: \_\_\_\_\_, 2023 – Item # \_\_\_\_\_

SIGNATURES

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROJECT PROPERTY**

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

APN: 139-27-201-005

AUGUST 24, 2023

BY: ECC

P.R. BY: ARR

PAGE 1 OF 3



**EXPLANATION:**

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT C STREET AND JEFFERSON AVENUE.

**LAND DESCRIPTION**

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF JEFFERSON AVENUE AND C STREET (FORMERLY THIRD STREET) AS SHOWN ON THAT SUBDIVISION KNOWN AS "VALLEY VIEW ADDITION TO CITY OF LAS VEGAS" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 1 OF PLATS, AT PAGE 50; THENCE SOUTH 01°35'07" EAST ALONG THE CENTERLINE OF C STREET, 195.06 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF THAT 20' ALLEY IN BLOCK 16 AS SHOWN ON SAID PLAT; SAID POINT BEING THE **POINT OF BEGINNING**:

THENCE CONTINUING SOUTH 01°35'07" EAST, 175.06 FEET; THENCE SOUTH 88°24'14" WEST, 335.15 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF D STREET (FORMERLY FOURTH STREET) OF SAID "VALLEY VIEW ADDITION TO CITY OF LAS VEGAS"; THENCE NORTH 01°35'07" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 335.12 FEET; THENCE NORTH 88°24'14" EAST, 0.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 72°07'30" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°31'44", AN ARC LENGTH OF 18.46 FEET TO THE SOUTH



APN: 139-27-201-005

PAGE 2 OF 3

RIGHT-OF-WAY LINE OF JEFFERSON AVENUE; THENCE NORTH  $88^{\circ}24'14''$  EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 280.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'39''$ , AN ARC LENGTH OF 23.56 FEET TO THE WEST RIGHT-OF-WAY LINE OF C STREET; THENCE SOUTH  $01^{\circ}35'07''$  EAST ALONG SAID WEST LINE, 155.06 FEET TO THE AFOREMENTIONED WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF SAID 20' ALLEY; THENCE NORTH  $88^{\circ}24'14''$  EAST ALONG SAID SOUTHERLY PROLONGATION, 25.00 FEET TO THE **POINT OF BEGINNING**.

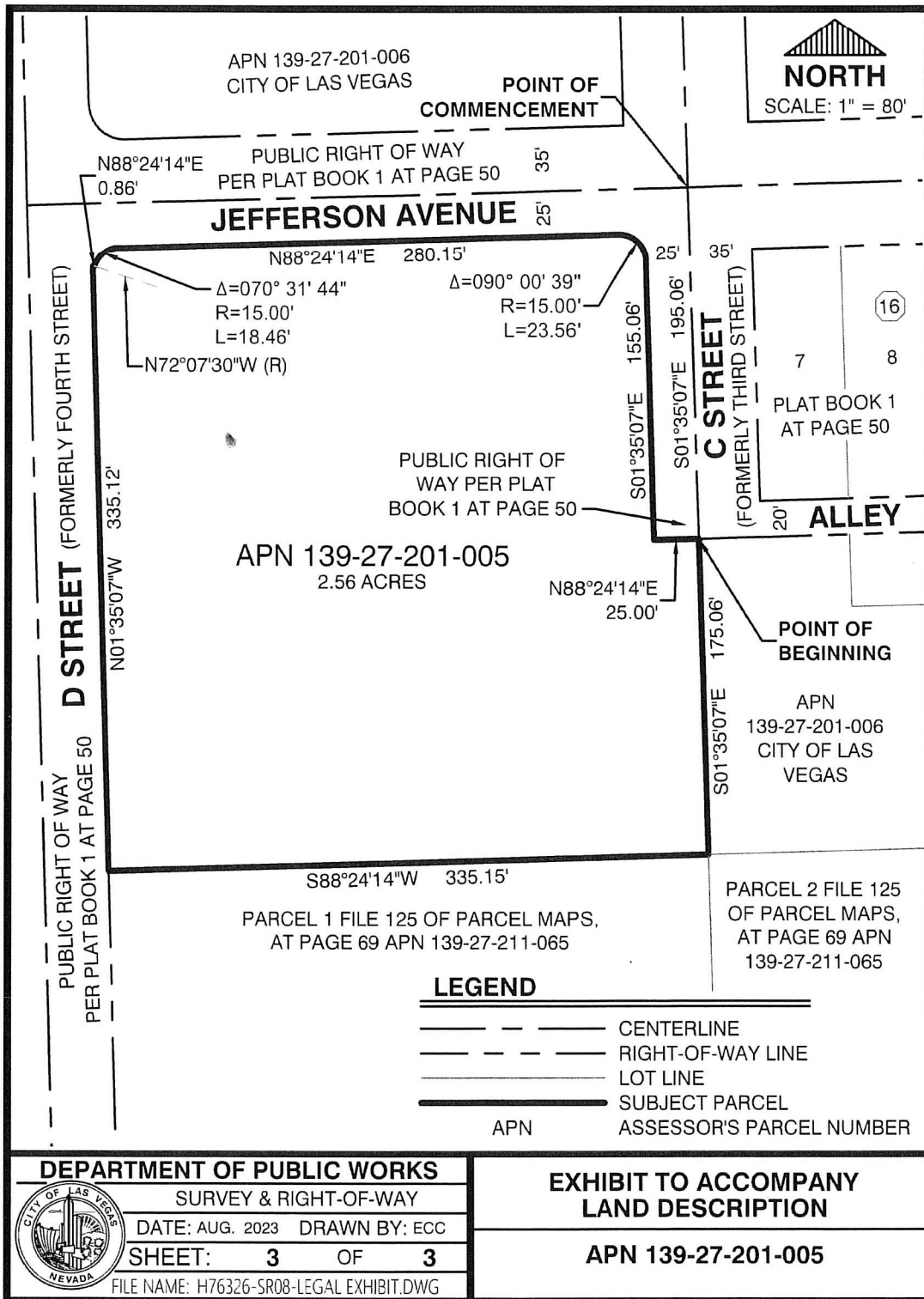
CONTAINING 2.56 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS AS SHOWN ON "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

**BASIS OF BEARINGS:**

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS ZONE, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH  $114^{\circ}58'$  WEST OF THE GREENWICH MERIDIAN.

**END OF DESCRIPTION**

ELIZA C CHAVEZ, PLS  
CITY OF LAS VEGAS  
495 S. MAIN STREET  
LAS VEGAS, NV 89101



APN: 139-27-201-006

AUGUST 24, 2023

BY: ECC

P.R. BY: ARR

PAGE 1 OF 3



**EXPLANATION:**

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT C STREET AND JEFFERSON AVENUE.

**LAND DESCRIPTION**

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF JEFFERSON AVENUE AND C STREET (FORMERLY THIRD STREET) AS SHOWN ON THAT SUBDIVISION KNOWN AS "VALLEY VIEW ADDITION TO CITY OF LAS VEGAS" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 1 OF PLATS, AT PAGE 50; THENCE SOUTH 01°35'07" EAST ALONG THE CENTERLINE OF C STREET, 195.06 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF THAT 20' ALLEY IN BLOCK 16 AS SHOWN ON SAID PLAT; SAID POINT BEING THE **POINT OF BEGINNING**:

THENCE NORTH 88°24'14" EAST ALONG SAID SOUTHERLY RIGHT- OF-WAY AND PROLONGATION, 85.00 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 16 OF SAID PLAT; THENCE SOUTH 01°35'07" EAST, DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF SAID ALLEY AND ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 40.00 FEET; THENCE NORTH 88°24'14" EAST, DEPARTING SAID WEST LINE, 50.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH 01°35'07" WEST ALONG SAID EAST LINE, 40.00 FEET, RETURNING TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ALLEY; THENCE NORTH 88°24'14" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 141.29

APN: 139-27-201-006

PAGE 2 OF 3

FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;  
THENCE SOUTH 31°30'38" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-  
WAY LINE, 208.99 FEET; THENCE SOUTH 88°24'14" WEST, DEPARTING SAID  
NORTHWESTERLY RIGHT-OF-WAY LINE, 162.18 FEET; THENCE NORTH 01°35'07"  
WEST, 175.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 36,379 SQUARE FEET, MORE OR LESS, AS DETERMINED BY  
COMPUTER METHODS AS SHOWN ON "EXHIBIT TO ACCOMPANY LAND  
DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

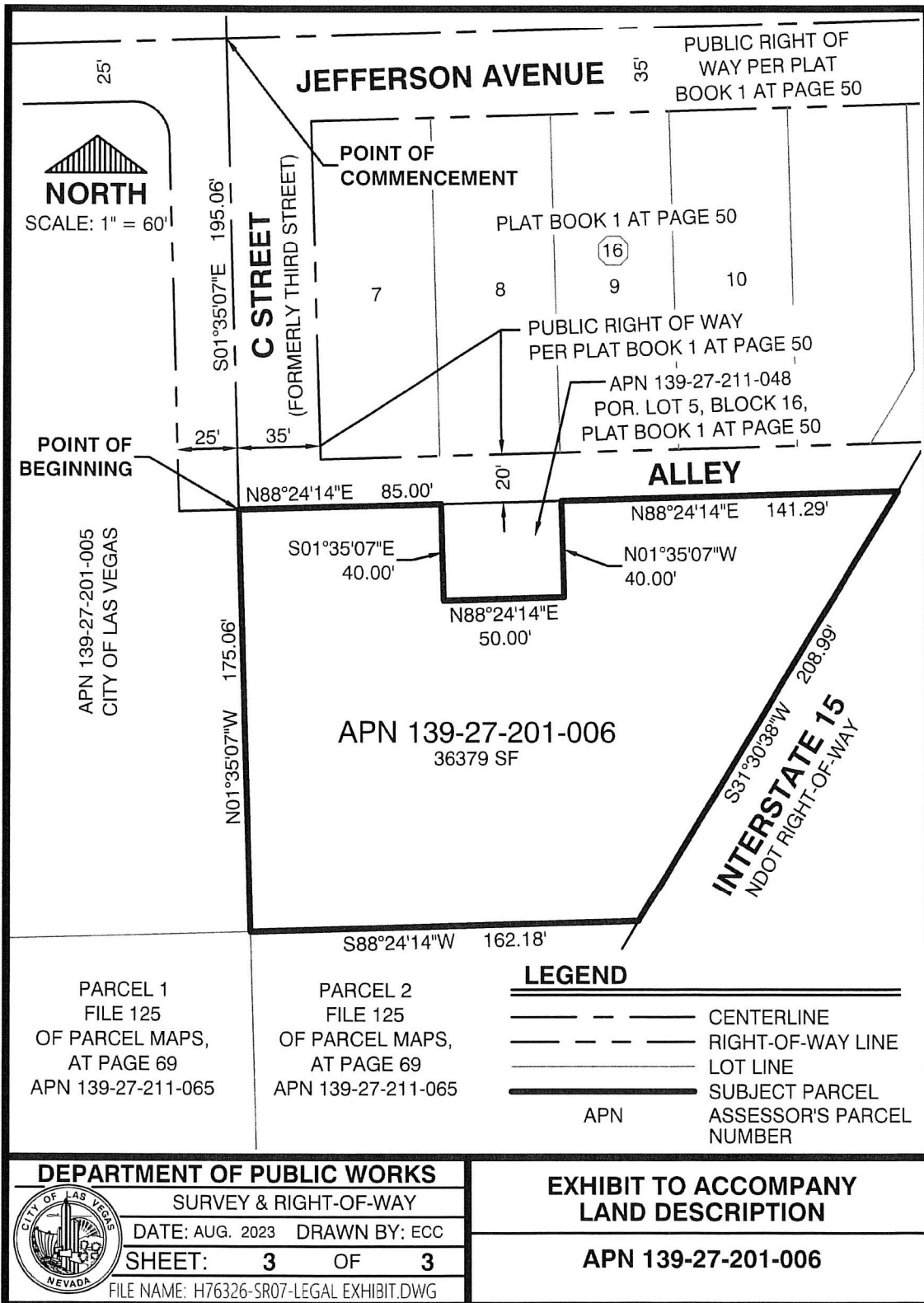
**BASIS OF BEARINGS:**

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA  
COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS ZONE, NORTH  
AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58'  
WEST OF THE GREENWICH MERIDIAN.

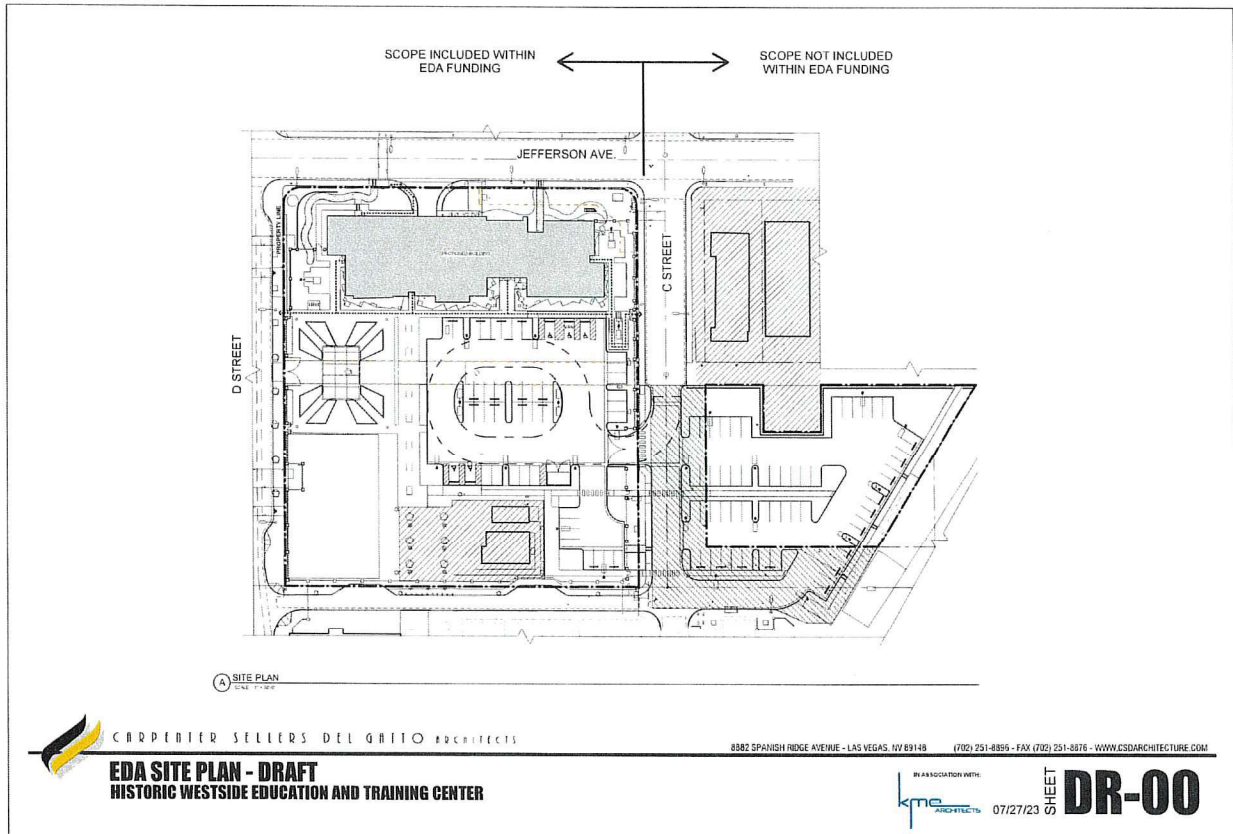
**END OF DESCRIPTION**

ELIZA C CHAVEZ, PLS  
CITY OF LAS VEGAS  
495 S. MAIN STREET  
LAS VEGAS, NV 89101





**EXHIBIT "B"**  
**SITE PLAN LAYOUT**



## EXHIBIT "C"

### TENANT'S WORK

#### I. "TENANT'S WORK"

Tenant shall construct those improvements (the "Tenant Improvements") in accordance with the Approved Plans (as defined below), and all other applicable Laws. Tenant's construction of the Tenant Improvements shall comply with the following:

##### 1. Tenant's Plans.

1.1 Preparation and Delivery of Tenant's Plans. At Tenant's sole cost and expense, Tenant shall prepare, or cause to be prepared, and deliver to Landlord and any architect designated by Landlord within ninety (90) days after the date on which the Lease is fully executed one (1) set of fully dimensioned one quarter inch (1/4") scale drawings ("Tenant's Plans"), showing a complete floor plan and reflected ceiling plan for the Premises, including all of the work described in Section 2.2 below and the location of all utilities, lighting and electrical outlets, partitions, store fronts, trade fixture plans and any other specifications which would affect the construction or design of the Premises.

1.2 Landlord's Approval of Tenant's Plans. Tenant's Plans shall be subject to Landlord's prior written approval. Landlord shall have sixty (60) days after receipt of Tenant's Plans to approve or disapprove Tenant's Plans. If Landlord disapproves Tenant's Plans, then Tenant shall make such changes to Tenant's Plans as Landlord requires and shall again submit Tenant's Plans to Landlord and Landlord's architect for approval. The foregoing procedure shall be followed until Landlord and Tenant mutually approve a satisfactory set of Tenant's Plans (the "Approved Plans"). Review of Tenant's Plans by Landlord or Landlord's architect (or other consultants) shall not be deemed a representation as to the sufficiency or quality of Tenant's Plans or a representation that they comply with applicable Law. Landlord shall in no event be responsible for any defects, deficiencies or inaccuracies in Tenant's Plans. Tenant shall cause Tenant's Plans to be prepared and signed by a licensed design professional.

##### 2. Tenant's Work.

2.1 Commencement and Performance of Tenant's Work. Upon written authorization by Landlord to proceed, Tenant shall immediately proceed to perform Tenant's Work as described in Section 2.2 below and to install Tenant FF&E and other personal property ("Tenant's Property") in the Premises, all without interfering with any other work being done in the building or the Project Property. Tenant's Work, and the installation of Tenant's Property, shall be performed in compliance with all reasonable rules established by Landlord or Landlord's architect or contractors. Upon final completion of Tenant's Work, Tenant shall furnish Landlord with all certificates, permits and approvals relating to any work or installations done by Tenant that may be required by any governmental authority or insurance company. Landlord shall have no responsibility for any loss of or damage to any of Tenant's Property so installed or left on the Premises. Tenant's entry shall be subject to all of the provisions of the Lease, and at all times after such entry, Tenant shall maintain or cause to be maintained in effect insurance complying with the Lease.

2.2 Description of Tenant's Work. "Tenant's Work" includes all work, of any kind or nature whatsoever (other than Landlord's Work), required to complete the construction of the Tenant Improvements and installation of Tenant's Property in accordance with the Approved Plans and to permit Tenant to conduct its business within the Premises.

Standards of Construction. Under no circumstances shall Tenant make any alterations or modifications to the exterior of the Premises or the Project Property, unless such alteration or modification was approved by Landlord in the Approved Plans. Tenant shall not make any roof penetrations without

the prior written consent of Landlord. Unless otherwise agreed in writing by Landlord, any roof penetrations shall be made by Landlord's roofing contractor, and the cost thereof shall be reimbursed by Tenant. Any roof penetrations made by Tenant or its contractors shall be inspected and patched by Landlord's roofing contractor, and Tenant shall reimburse Landlord for the cost thereof. All of Tenant's Work shall be designed by a qualified, licensed architect and shall be performed under the supervision of such architect by financially sound and bondable contractors of good reputation, in accordance with Tenant's Plans as approved in writing by Landlord prior to commencement of Tenant's Work. All contractors performing Tenant's Work shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld conditioned or delayed. Tenant shall not use any contractor not approved in writing by Landlord. Notwithstanding the foregoing, Tenant and Tenant's contractor shall nevertheless use Landlord's HVAC subcontractor. In connection with giving its consent, Landlord may require that any contractor, or major subcontractors, provide payment and completion bonds in such amount and with sureties acceptable to Landlord. All work shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion, using new materials of good quality. Upon completion of Tenant's Work, Tenant shall deliver to Landlord any certificate of occupancy or other equivalent evidence of completion of Tenant's Work in accordance with the requirements of applicable Law. Tenant's Work shall be performed in compliance with all applicable laws, codes, rules and regulations of all governmental and quasi- governmental authorities with jurisdiction. All contractors performing any portion of Tenant's Work shall maintain insurance which meets the requirements of Landlord.

2.3 Cost of Tenant's Work. Tenant shall pay all costs and expenses (including permit fees and other governmental fees and exactions) due for, or purporting to be due for, all work, labor, services, materials, supplies or equipment furnished, or claimed to be furnished, to or for Tenant in connection with the performance of Tenant's Work. To the extent permitted by NRS Chapter 41.0305 to NRS 41.039, Tenant shall indemnify, defend, protect and hold Landlord harmless of and from any and all loss, cost, liability, damage, injury or expense (including attorneys' fees) arising either directly or indirectly from any act or failure to act by Tenant or any of its officers or employees, arising out of or in connection with claims or liens for work, labor, services, materials, supplies or equipment furnished, or claimed to be furnished, to or for Tenant, in, upon or about the Premises or the Project Property.

2.4 Construction Rules. Tenant's contractors and subcontractors are required to check in with the Landlord's Property Manager for instructions and coordination prior to going on the site. All Tenant contractors are to comply with rules and regulations as set forth by Landlord. Tenant's contractors will not be permitted to start work until they:

- Have all necessary building permits and have posted such permits on the wall in the Tenant's space.
- Furnish proper evidence of required insurance coverage.
- Sign for and take possession of keys to service doors of Premises (if any) and acknowledge proper installation and operation of said service door.
- Furnish names and phone numbers (office and home) of contractor's supervisory personnel.
- Have a set of Landlord approved drawings in the space at all times.
- Acknowledge receipt of a copy of these Construction Rules.
- Furnish proper evidence that all fees and/or deposits required to commence work have been fully paid.

All contractors are required to furnish the Landlord's Property Manager with certificates showing evidence of the following insurance coverage prior to commencing any work.

The insurance shall: (i) be issued by insurance companies authorized to do business in the State of Nevada with a current financial rating of at least an A- Class XV or better as rated in the most recent edition of Best's Key Rating Guide; (ii) be issued as a primary policy; (iii) contain an endorsement requiring thirty (30) days written notice from the insurance company to Landlord before cancellation or material change and, (iv) shall be written with minimum coverage's and limits as required by law and the following:



- "All risk" builders' risk insurance in an amount equal to 100% of the replacement cost of the Tenant Improvements on a non-reporting, completed value basis, coverage against the perils or damage resulting from water damage;
- Owner's Protective Liability Insurance in an amount of not less than \$1,000,000 naming Landlord (and EDA if required) as a named additional insured;
- Unless otherwise waived, in writing, by Landlord, a performance bond from Tenant's general contractor in an amount equal to the contract sum or contract amount set forth in the construction contract between Tenant and its general contractor providing for the construction; and
- All other insurance and is reasonably required by Landlord or as is customarily carried by contractors in the Las Vegas, Nevada area.