

**OFFICE LEASE**

**TENANT**

**CITY OF LAS VEGAS**

**(“*LANDLORD*”)**

**and**

**GREATER LAS VEGAS CHAMBER OF COMMERCE**

**(“*TENANT*”)**

*Full Service Lease*

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## OFFICE LEASE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Landlord named below leases to the Tenant named below, and Tenant leases from Landlord, the Premises described below pursuant to this Office Lease (this “*Lease*”) entered into as of the Date of Lease specified below:

### ARTICLE 1 **BASIC LEASE PROVISIONS**

The following are certain Lease provisions, which are a part of, and, in certain instances, referred to, in subsequent provisions of this Lease:

#### **SECTION 1.1**

*Date of Lease:* \_\_\_\_\_, 2024

#### **SECTION 1.2**

*Landlord:* CITY OF LAS VEGAS, a Nevada municipal corporation

#### **SECTION 1.3**

*Tenant:* GREATER LAS VEGAS CHAMBER OF COMMERCE, a Nevada nonprofit corporation

#### **SECTION 1.4**

*Tenant’s Trade Name:* Vegas Chamber

#### **SECTION 1.5**

*Building:* The building of which the Premises are a part (the “***Building***”) and any other buildings or improvements on the real property (the “***Property***”) located at 70 Bonneville Avenue, Las Vegas, Nevada. The Building is deemed to measure 72,223 square feet.

#### **SECTION 1.6**

*Premises:* The Premises will be located on the second floor of the Building, as shown on the floorplan attached as **Exhibit “B”** to this Lease. The suite number for the Premises will be assigned at such time as the building permit for the Tenant Improvements (as defined herein) is obtained. The Premises are

deemed to contain approximately 14,918 rentable square feet (“**RSF**”). The Premises is comprised of the primary space with a rentable square footage of 13,353, an outside patio area comprised of 1,155 RSF (the “**Patio Area**”), and an IT/electrical area comprised of 410 RSF (“**IT/Electrical Room**”).

#### **SECTION 1.7**

***Term:***

Eighty-four (84) full calendar months commencing on the Commencement Date and continuing through the last day of the eighty-fourth (84<sup>th</sup>) full month following the Commencement Date (as such date may be extended by any Renewal Period, the “**Expiration Date**”). Tenant shall also have the Renewal Period options set forth in **Exhibit “F”** attached hereto.

#### **SECTION 1.8**

***Commencement Date:***

Thirty (30) days after the earlier of (a) the date Landlord delivers the Premises to Tenant having achieved Substantial Completion (as defined herein) of the Tenant Improvements; (b) the date Substantial Completion of the Tenant Improvements would have been achieved by Landlord but for delay caused by Tenant; and (c) the date Tenant first occupies any part of the Premises for purposes of conducting business within the Premises. The estimated Commencement Date is approximately October 1, 2025.

**SECTION 1.9**  
***Tenant's Share:***

Intentionally Omitted.

**SECTION 1.10**  
***Base Rent:***

The Base Rent for the initial Term shall be \$3.06 per RSF, per month for a monthly Base Rent of \$40,860.18 and an annual Base Rent of \$490,322.16; provided, however, that the Base Rent shall be calculated based on 13,353 RSF and not 14,918 RSF. Tenant shall not be obligated to pay Base Rent for the Patio Area or the IT/Electrical Room.

**SECTION 1.11**  
***Base Year:***

Intentionally Omitted.

**SECTION 1.12**  
***Security Deposit:***

Intentionally Omitted.

**SECTION 1.13**  
***Permitted Use:***

General office use as well as the right to hold customary Tenant events within the Premises, subject to applicable laws and any reasonable Rules and Regulations (as hereinafter defined) promulgated in accordance with the terms of this Lease.

**SECTION 1.14**  
***Guarantor(s):***

Intentionally Omitted.

**SECTION 1.15**  
***Tenant Improvement Allowance:***

Four Million Four Hundred Fifty-One Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$4,451,334.00), subject to Tenant's repayment obligations as set forth in **Exhibit "D"** attached hereto (the "***Construction Agreement***").

**SECTION 1.16**  
***Broker(s):***

None.

## SECTION 1.17

### Notice Addresses:

#### Landlord:

c/o Economic and Urban Development  
6<sup>th</sup> Floor  
Las Vegas, NV 89101  
Attention: Director

#### Tenant:

##### Before Occupancy:

575 Symphony Park Avenue, Suite 100  
Las Vegas, Nevada 89106  
Attention: President and CEO

##### After Occupancy:

70 E. Bonneville Avenue  
Suite TBD  
Las Vegas, Nevada 89101  
Attention: President and CEO

## SECTION 1.18

### *Landlord's Address for Rent Payments:*

City of Las Vegas  
c/o Department of Finance  
495 S. Main Street, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Attention: Rent Payments

## SECTION 1.19

### *Building Hours:*

Monday through Friday 7:00 a.m. to 5:30 p.m.

## SECTION 1.20

### *Parking:*

Landlord and Tenant shall enter into a separate Parking License Agreement, of even date with this Lease, in regard to parking for Tenant, its employees, and invitees, a copy of which is attached to this Lease as **Exhibit "G"** (the "**Parking Agreement**"). (See Section 8.4)

## ARTICLE 2

### GRANT

**2.1 Project.** The "***Project***" consists of the real property described on **Exhibit "A"** hereto, the Building, and all appurtenances, appurtenant utility and access easements, landscaping, fixtures, Common Areas (as defined herein), and service buildings, if any. A site plan for the Project ("***Site***

*Plan*”) attached hereto as **Exhibit “A-1.”** The Site Plan sets forth the general layout of the Project and the approximate location of the Building and the Premises within the Project, but the Site Plan is for informational purposes only and does not constitute a warranty, representation, or agreement of any kind on the part of Landlord. Landlord reserves the right, without incurring any liability to Tenant and without altering in any way Tenant’s obligations under this Lease, to (i) change the tenant mix of the Project without prior notice, (ii) increase, reduce, or change the size, height, or layout of the Project or any part thereof, including without limitation the right not to construct any proposed improvements or portion of the Project which may or may not be shown on the Site Plan and the right to change any parking plan, and/or parking ratios (provided however, the number of Tenant’s key cards under the Parking Agreement shall not be changed without the Tenant’s prior written consent, which shall not be unreasonably withheld) or to construct new buildings and structures in the Project and to remove and replace existing buildings, tenants and structures in the Project, and (iii) make alterations to and build additional stories on the building in which the Premises are located, and to construct other buildings and improvements in the Project, including any modifications of the Common Area; provided that Landlord’s exercise of its rights reserved herein shall not materially change the RSF of the Premises, materially adversely affect Tenant’s rights or obligations under this Lease or materially interfere with Tenant’s use the Premises for the Permitted Use, change Tenant’s parking allocation, or materially adversely impact Tenant’s ability to access its parking spaces or the Premises (collectively, the “**Reserved Rights Caveats**”). Tenant hereby consents to the exercise by Landlord of the rights set forth in this paragraph and agrees that the exercise of such rights by Landlord shall not diminish Tenant’s obligations under this Lease.

**2.2 Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term, pursuant to all of the terms, covenants and conditions contained herein. The Premises are being leased to Tenant subject to covenants, restrictions and easements of record in effect as of the Date of Lease, and any modifications thereto or new covenants, restrictions and easements of record entered into after the Date of Lease provided that, with respect to such future agreements, the same shall not materially adversely impact Tenant’s rights or obligations under this Lease (the “**Superior CC&Rs**”). 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, whether for the benefit of Landlord or other tenants in the Building, in locations that will not materially interfere with Tenant’s use of the Premises, subject to the Reserved Rights Caveats.

**2.3 Common Area.** The term “**Common Areas**” means all present and future areas, facilities and equipment in the Project designated by Landlord for the common use of the occupants of the Building and their respective customers, employees and invitees, including walkways, sidewalks, driveways, lobbies, landscape areas, courtyards, loading areas, public corridors, public restrooms, stairs and elevators, and drinking fountains, as well as any parking areas which Tenant has access pursuant to the Parking Agreement, even if not located at the Building but specifically excluding that surface parking lot located at 618 S. 1<sup>st</sup> Street, Las Vegas, Nevada (the “**Surface Parking Lot**”). All Common Areas and facilities which Tenant may be permitted to use and occupy for Tenant’s purposes, shall be used and occupied under a revocable license, provided however, no revocation of the license for Common Area use shall: (a) materially affect the conduct of the Tenant’s business therein; or (b) impose any additional obligations on, or restrict the rights of,

Tenant. The Common Areas shall not include the outdoor plaza area located on the immediate north side of the Building (the “*Outdoor Plaza*”).

### ARTICLE 3

#### TERM

**3.1 Term.** Following the Commencement Date, Tenant shall execute and deliver to Landlord within ten (10) business days after Landlord’s written request, a “*Memorandum of Lease Commencement*” in the form attached hereto as **Exhibit “C”**, which shall specify the Commencement Date and the Expiration Date. If Tenant fails to so execute or deliver a Memorandum of Rent Commencement, such failure shall not affect Tenant’s obligation to commence paying rent upon the occurrence of the Commencement Date. If the Commencement Date occurs on a day other than the first day of a calendar month, the monthly installment of Base Rent for the first fractional month shall be equal to one-thirtieth (1/30) of the monthly installment of Base Rent for each day from the Commencement Date to the end of the partial month. 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, 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. However, Landlord understands that Tenant will not be responsible for rent until the Commencement Date.

**3.2 Holding Over.** This Lease shall terminate without further notice upon the Expiration Date and any holding over by Tenant after the Expiration Date shall not constitute a renewal or extension of this Lease, or give Tenant any rights under this Lease, except when signed in writing, by both parties. If Tenant holds over for any period after the Expiration Date (or earlier termination) of the Term, Landlord may, at its option, treat Tenant as a tenant at sufferance only, commencing on the first (1st) day following the termination of this Lease and subject to all of the terms of this Lease, except that the monthly Base Rent shall be one hundred fifty percent (150%) of the amount payable during the last month of the Term. Landlord’s acceptance of any rent from Tenant after the termination shall not constitute a consent to a holdover or result in a renewal of this Lease. The foregoing provisions of this Section are in addition to, and do not affect, Landlord's right to re-entry or any other rights of Landlord under this Lease or at law. Tenant shall be responsible for any and all damages suffered by Landlord in connection with Tenant’s hold over.

### ARTICLE 4

#### POSSESSION

#### **4.1 Delivery of Possession.**

(a) Landlord will deliver the Premises to Tenant at such time as Landlord has Substantially Completed (as defined herein) the Tenant Improvements, with the Tenant Improvements, the Premises, and the Building systems serving the Premises in good working order and condition and constructed in compliance with applicable laws. “*Substantially Completed*” (and derivations of such term) shall mean that the Tenant Improvements have been constructed substantially in accordance with the Final Plans (as defined herein) and may be used for the Tenant Improvements’ intended purpose and a certificate of occupancy for the Premises has been obtained by Landlord. If Landlord permits Tenant to enter into possession



of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease but Tenant shall not be obligated to pay Base Rent prior to the Commencement Date. By acceptance of possession on the date the Premises is delivered to Tenant with the Tenant Improvements Substantially Completed, Tenant shall be deemed to have accepted the Premises “*as-is*” (except for minor items of work and minor adjustments to the Tenant Improvements that may be completed after occupancy of the Premises without causing undue interference with Tenant's reasonable use of the Premises (i.e., so called “*punchlist*” items)) as being in good and sanitary order, condition and repair, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises and any Superior CC&Rs, and accepts this Lease subject thereto as to all matters disclosed thereby and by any exhibits attached hereto. Landlord shall notify Tenant in writing when Landlord believes the Tenant Improvements have been Substantially Completed, and a representative of Landlord and Tenant shall find a mutually agreeable time to inspect the Premises to confirm Substantial Completion and that the Premises is in the condition required by this Section 4.1(a) for delivery, and if so confirmed, to agree upon the punchlist items. The parties shall cooperate in good faith to resolve any disputes with respect thereto. Landlord shall use its reasonable efforts to complete the punchlist items as quickly as reasonably possible. Landlord shall correct any latent defects in the Premises and Tenant Improvements discovered during the warranty periods therefor. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business. Tenant shall have access to the Building, before, after, and during Building Hours, through all Landlord-designated entrances by means of cards or keys provided by Landlord for such purpose.

(b) Notwithstanding anything in this Lease to the contrary, if (i) Landlord fails to deliver the Premises to Tenant with the Tenant Improvements Substantially Complete by September 1, 2025 for any reason other than a delay caused by Tenant and (ii) Tenant is not able to extend the lease of the space Tenant occupies at the Smith Center as of the Date of Lease beyond September 1, 2025, on terms reasonably acceptable to Tenant, then, from September 1, 2025 until Landlord Substantially Completes the Tenant Improvements and delivers the Premises to Tenant, Landlord shall provide reasonable use of the meeting spaces in the Building and/or other spaces controlled by Landlord or its affiliates in Las Vegas, Nevada to Tenant on a priority basis, to the extent available, at no charge as needed for Tenant's events. Additionally, if Landlord fails to deliver the Premises to Tenant with the Tenant Improvements Substantially Complete by September 1, 2025, and such failure is not caused by any delay caused by Tenant or by force majeure (as described in Article 21 below), then, as Tenant's sole remedy, Tenant shall receive a day-for-day abatement of Base Rent for each day after September 1, 2025 until Landlord Substantially Completes the Tenant Improvements and delivers the Premises to Tenant (excluding any further delays caused by Tenant or by force majeure), which abatement shall apply starting on the Commencement Date until fully applied.

## **ARTICLE 5**

### **CONSTRUCTION**

**5.1 Tenant's Construction.** Tenant shall be responsible to perform the installation of its fixtures, furniture, and equipment (collectively, “*Tenant's Work*”). 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 installation of Tenant's Work, Tenant and its contractor, if any, shall keep the Project 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, and all such areas shall be left in a broom clean condition. Prior to commencing any work in the Premises, Tenant's contractor, if any, shall name Landlord as an additional insured on contractor's insurance policies and Tenant shall provide to Landlord certificate(s) of insurance evidencing the same. 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 not cause Landlord to be in default under any Superior CC&Rs, governmental statutes, ordinances, rules and regulations pertaining thereto. Tenant covenants that no work by Tenant's employees, agents or contractors, shall disrupt or cause a slowdown or stoppage of any work conducted by Landlord on the Premises or Project.

**5.2 Landlord's Construction.** Landlord shall construct the "*Tenant Improvements*" as described in Exhibit "D" attached hereto.

## **ARTICLE 6**

### **RENT**

**6.1 General Provisions.** As used herein, "*rent*" or "*Rent*" shall mean Base Rent and Additional Rent, all as hereinafter defined. All rent shall be paid, to Landlord, in lawful money of the United States of America without demand therefor, and without deduction, offset or abatement of any kind. Rent for any partial month, including any month adjusted pursuant to Section 3.1 hereof, shall be prorated on the basis of a thirty (30) day month. No payment by Tenant or receipt by Landlord of lesser amounts of rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. Any credit due to Tenant hereunder by reason of overpayment of additional rent shall first be applied to any damages or rent owed to Landlord by Tenant.

**6.2 Base Rent.** Subject to Section 6.3, Tenant shall pay Landlord as fixed rent ("*Base Rent*") during the Term of this Lease, the sum set forth in Section 1.10 hereof, which sum shall be payable by Tenant, monthly, on or before the first day of each month, in advance at the address provided in Section 1.18 hereof or, at any time Landlord has an electronic rent payment method available, pursuant to the electronic payment instructions provided by Landlord. Base Rent shall commence thirty (30) days after the Commencement Date.

**6.3 Additional Rent.** All other charges or payments of whatever nature required to be paid by Tenant to Landlord under this Lease, except Base Rent, including the Exhibits attached hereto, shall be referred to as "*Additional Rent*". Base Rent shall be paid in the manner specified in Section 6.2; all other charges or whatever kind required to be paid by Tenant under this Lease,

including the Exhibits attached hereto, shall, unless otherwise specified, be due and payable ten (10) days after demand, without any deductions or set-off whatsoever, in the manner and at the place where Base Rent is payable.

## **ARTICLE 7**

### **SECURITY DEPOSIT**

**7.1 Security Deposit.** Intentionally Omitted.

## **ARTICLE 8**

### **USE AND MAINTENANCE OF THE COMMON AREAS**

Landlord hereby grants to Tenant, the nonexclusive use of the Common Area in common with Landlord and with all others for whose convenience and use of the Common Area has been or may hereafter be provided by Landlord or by the owners of common areas not within the Project; subject, however, to Rules and Regulations for the use thereof as prescribed from time to time by Landlord or the owner of such other common areas in accordance with Section 8.3. In no event, however, shall Tenant, its agents or employees, use the Common Areas for the display, promotion or sale of merchandise. The Common Areas shall be used and maintained pursuant to the following terms:

**8.1 Maintenance of Common Area.** Landlord, during the Term, will maintain the Common Areas in good condition and repair.

**8.2 Landlord's Control Over Common Area.** Landlord shall at all times have the exclusive control and management of the Common Areas of the Building or Project. Landlord shall have the right from time to time to employ personnel; establish, modify and enforce reasonable Rules and Regulations in accordance with Section 8.3; construct, maintain and operate lighting facilities; police the Common Areas and facilities; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Tenant, its officers, agents and employees to employee parking areas; to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any interest therein by any person or the public; temporarily close all or any portion of the parking areas or facilities to discourage non-customer parking; and to do and perform such other acts in and to the Common Areas as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants of the Building or Project, their employees, invitees and customers, all subject to the Reserved Rights Caveats.

**8.3 Compliance with Landlord's Rules and Regulations.** Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as **Exhibit "E"** attached hereto and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make provided Tenant is given reasonable prior written notice of such additions or modifications and said additions/modifications are reasonable and are uniformly applied to all tenants and do not materially adversely affect Tenant's rights and obligations under this Lease ("***Rules and Regulations***"). Landlord shall not be responsible for any violation of said Rules and Regulations by other tenants or occupants of the

Building or Project. In the event of any conflict between the Rules and Regulations and this Lease, this Lease shall control.

**8.4 Parking.** Landlord shall provide parking for Tenant, its employees, and guests, pursuant to the Parking Agreement.

**8.5 No Obstruction.** Tenant shall not obstruct any portion of the Common Area by placing or allowing any item on it, including without limitation, signs, banners, displays, merchandise or other materials, except as expressly permitted by this Lease, the Rules and Regulations or Landlord in writing.

## **ARTICLE 9**

### **TAXES**

**9.1 Personal Property Taxes.** Prior to delinquency, Tenant shall pay all taxes levied or assessed upon Tenant's equipment, furniture, fixtures and other personal property located in or about the Premises. If the assessed value of Landlord's property is increased by the inclusion therein of the value placed upon Tenant's equipment, furniture, fixtures or other personal property, Tenant shall pay Landlord, upon written demand, the taxes so levied against Landlord attributable to Tenant's equipment, furniture, fixtures and personal property, or the proportion thereof resulting from said increase in assessment.

## **ARTICLE 10**

### **UTILITIES AND SERVICES**

**10.1 General.** Landlord shall not be responsible for, or in default hereunder or be liable for any damages (including any consequential damages) directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of utilities, including cable and telecommunication services, serving the Premises, Building, or Project, including the parking garage (collectively "*Utilities*") unless caused by the gross negligence or willful misconduct of Landlord, (ii) the failure or diminishment of the Utilities caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of the Utilities. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to any such services.

### **10.2 Landlord's Obligations.**

Normal working hours for purposes of this Lease shall be 7 a.m. to 5:30 p.m., Monday through Friday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and such other holidays as are recognized by the City of Las Vegas (collectively, "*Holidays*") (for purposes of this Section 10, such hours and days of operation are herein called "*Normal Working Hours*"), and subject to reasonable Rules and Regulations from time to time established by Landlord. Landlord shall furnish the following services and utilities to the Premises, the cost of which shall be paid by Landlord, except as specifically provided otherwise herein:

(a) HVAC. Landlord shall furnish heating, ventilation and air conditioning (“*HVAC*”) in amounts required for the use and occupancy of the Premises for normal office purposes as follows (the “*Standard HVAC Settings*”): from 5 a.m. to 7 p.m., Monday through Friday, Tenant shall have the ability to request that Landlord set the temperature of the HVAC for the Premises between 65 and 75 degrees Fahrenheit. From 7 p.m. to 5 a.m., Monday through Friday, all day Saturdays and Sundays, and Holidays, Landlord shall have the right to set the temperature in the Building at temperatures which Landlord deems appropriate. If Tenant desires HVAC temperatures outside of the Standard HVAC Settings (“*ABS HVAC*”), Tenant may request the ABS HVAC and shall pay, as Additional Rent, an hourly rate to Landlord equal to Fifty-Five and 00/100 Dollars (\$55.00). Any request for ABS HVAC shall be provided by Tenant to Landlord at least one (1) City-business day in advance. (For clarity, a City-business day shall be Monday through Thursday, excluding Holidays). Tenant shall submit such ABS HVAC requests as directed by Landlord which direction shall be provided to Tenant on or before the Commencement Date. Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, use heat-generating machines or other than normal fractional horsepower office machines or other machinery or equipment which may affect the temperature otherwise maintained in any portion of the Premises by the HVAC system, and if such temperature is affected as a result of: (i) any lights, machines or equipment (including, without limitation, computers, photocopiers and electronic data processing machines) used by Tenant in the Premises in excess of normal office use; (ii) the occupancy of the Premises by more than one person per two hundred (200) RSF therein (except temporarily in connection with Tenant's meetings or events held in the Premises); or (iii) an electrical load in excess of five (5) watts (connected load) per square foot of the Premises, Landlord shall have the right to install any machinery or equipment which Landlord reasonably deems necessary to restore temperature balance, including, without limitation, modifications to the standard air conditioning equipment, and the cost thereof including the cost of installation and any additional cost of operation and maintenance incurred thereby, shall be paid by Tenant to Landlord as Additional Rent. As it pertains to any special equipment of Tenant, Landlord makes no representation with respect to the adequacy or fitness of the HVAC equipment in the Building to maintain satisfactory temperatures, and Landlord shall have no liability for loss or damage in connection therewith.

(b) Electricity. Landlord shall furnish two (2) 250-amp panels of electricity for use in the Premises. Without the prior written consent of Landlord, which Landlord may refuse in its sole discretion, Tenant shall not connect any apparatus, device, machinery, appliances or equipment, except through existing electrical outlets in the Premises.

(c) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish at least one passenger elevator cab service, and, by prior arrangement with Landlord, if applicable, freight elevator service.

(d) Water. Landlord shall make available running tap water from the local utility at the supply points provided for general tenant use. Tenant shall have hot and cold



water. Tenant shall not make any use of the Premises, which would increase the amount of water typically furnished for office use, nor connect any appliance directly to the water pipes, unless specifically approved by Landlord in writing.

(e) Janitorial. Landlord shall provide janitorial service five (5) nights per week (excluding Holidays), generally consistent with that furnished in other office buildings in Las Vegas, and window washing as determined by Landlord. Landlord shall not be required to provide janitorial services for portions of the Premises used for storage, mailroom, storage room or similar purposes, preparing or consuming food or beverages, or areas secured, obstructed or locked by Tenant.

### **10.3 Extraordinary Services.**

Landlord may impose a reasonable direct charge and establish reasonable Rules and Regulations for any of the following: (a) the usage of any services provided to Tenant at any time other than during Normal Working Hours (except for HVAC which shall be governed by Section 10.2(a) above; (b) additional or unusual janitorial services required because of any non-building standard improvements in the Premises, and (c) the removal of any refuse and rubbish from the Premises except for discarded material placed in wastepaper baskets and left for emptying as an incident to Landlord's normal cleaning of the Premises. The foregoing direct charges shall be payable by Tenant as Additional Rent on the next rent payment date after submission of an invoice therefor by Landlord.

## **ARTICLE 11** **INSURANCE**

**11.1 General.** Tenant shall, at its expense, maintain in effect from and after the date of delivery of possession of the Premises to Tenant and continuously thereafter until the Expiration Date, the policies of insurance required under this Article. All policies that Tenant is required to obtain under this Article shall be issued by responsible insurance companies authorized to do business in Nevada with a general policyholder's rating of not less than "A" and a financing rating of not less than Class "X", as rated by the most current available "Bests" Insurance Reports and shall be in a form (without any additions or deletions unless reasonably approved in writing by Landlord) and underwritten by companies reasonably acceptable to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with evidence reasonably acceptable to Landlord that (i) the policies (or a binder thereof) required pursuant to this Article are in effect and (ii) Landlord shall be notified by the carrier in writing thirty (30) days prior to cancellation, material change, or non-renewal of such insurance. The policies that Tenant is required to obtain pursuant to this Article shall name Landlord and, upon Landlord's request, Landlord's mortgagee (or appropriate party in any bond financing obtained by Landlord), if any, as additional insureds on such equivalent form as may be reasonably approved by Landlord and shall be primary policies, and shall not be contributing with and shall be in excess of coverage which Landlord may have and shall be unaffected by any insurance or self-insurance Landlord may have regardless of whether any other insurance policy names Landlord as an insured or whether such insurance stands primary or secondary. If Tenant carries any of the insurance required hereunder in the form of a blanket policy, any certificate required hereunder shall make specific reference to the Premises, provided, however, the blanket policy carried with respect to the insurance required by Tenant hereunder

shall contain a “per location” endorsement assuring that any aggregate limit under such blanket policy shall apply separately to the Premises and that the insurer thereunder shall provide written notice to Landlord if the available portion of such aggregate is reduced to less than the minimum amounts required under this Article by either payment of claims or the establishment of reserves for claims, (whereupon Tenant shall be obligated to take immediate steps to increase the amount of its insurance coverage in order to satisfy the minimum requirements set forth in Section 11.2). The policy evidencing insurance required to be carried by Tenant pursuant to this Article shall provide coverage on an occurrence basis. The limits of the insurance coverage required by Landlord or the unavailability of certain types of coverage shall not limit or release Tenant from any of its obligations under this Lease and the existence of such insurance in no way changes Tenant’s obligations to Landlord.

## **11.2 Tenant’s Insurance.**

**A.** Tenant, at its sole cost and expense, during the entire Term hereof, shall, commencing with the date upon which possession of the Premises shall be made available to Tenant, procure, pay for and keep in full force and effect: (i) a commercial general liability insurance policy (ISO form or equivalent), including insurance against assumed or contractual liability under this Lease with respect to the Premises and the operations of Tenant and any subtenants of Tenant in, on or about the Premises in which the limits with respect to personal liability and property damage shall not be less than Three Million Dollars (\$3,000,000) per occurrence on a location basis; (ii) causes of low-special form (formerly “all risk”) property insurance including theft and, if applicable, boiler and machinery coverage, written at replacement cost value in an adequate amount to avoid coinsurance and a full replacement cost endorsement insuring the Tenant’s trade fixtures, equipment, merchandise and furnishings and any other items of personal property of Tenant and including the property of Tenant’s customers located on or in the Premises; (iii) business income insurance written on an actual loss sustained form or with sufficient limits to address reasonably anticipated business interruption losses; (iv) business automobile liability insurance to cover all owned, hired, and nonowned automobiles owned or operated by Tenant providing a minimum combined single limit of One Million Dollars (\$1,000,000); (v) workers’ compensation coverage as required by law; (vi) employer’s liability insurance in an amount of at least Five Hundred Thousand Dollars (\$500,000) per occurrence; (vii) umbrella liability insurance that follows form in excess of the limits specified in clauses (i), (iv), and (v) above; (viii) with respect to alterations, additions or improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and builder’s risk insurance, in amounts satisfactory to Landlord; and (ix) such other insurance as from time to time may be required by city, county, state or Federal laws, codes, regulations or authorities or which Landlord determines is reasonably necessary or appropriate under the circumstances. The deductibles or self-insurance portion under any such insurance policies to be carried by Tenant shall not exceed Five Thousand Dollars (\$5,000). Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant’s behalf and charge the Tenant the premiums together with a ten percent (10%) handling charge, payable upon demand.

**B.** Tenant shall not use, or allow the Premises to be used for any purpose which may be prohibited by the form of fire insurance policy required to be carried under this Lease. Tenant shall pay any increase in premiums for casualty and fire (including all risk coverage) insurance that may be charged during the Term of this Lease on the amount of such insurance which may be

carried by Landlord on the Premises, the Building or the Project resulting from Tenant's occupancy whether or not Landlord has consented thereto. In such event, Tenant shall also pay any additional premium on the insurance policy that Landlord may carry for its protection against rent loss through fire or casualty. Landlord shall deliver invoices for such additional premiums to Tenant at such times as Landlord may elect, and Tenant shall immediately reimburse Landlord therefore.

**11.3 Landlord's Insurance.** As a general matter, Landlord is self-insured. However, Landlord carries a Five Million Dollars (\$5,000,000) general liability policy with a One Million Five Hundred Thousand Dollars (\$1,500,000) self-insured retention amount.

**11.4 Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, Tenant waives, and shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, claims, action or causes of action against Landlord, its officers, and employees for any loss or damage to Tenant's business, any loss of use of the Premises, and any loss, theft or damage to Tenant's property (including Tenant's automobiles or the contents thereof), including all rights (by way of subrogation of or otherwise) of recovery, claims, actions or causes of action arising out of the negligence of Landlord, its officers, and/or employees which loss or damage is (or would have been, had the insurance required by this Lease been maintained) covered by insurance.

## **ARTICLE 12**

### **USE OF PREMISES**

**12.1 Use.** Tenant shall use the Premises solely for the purposes set forth in Section 1.13. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way cause the cancellation or increase the existing rate of any fire or other insurance upon the Premises or the Project. Tenant shall not do or permit anything to be done in or about the Premises which will obstruct or interfere with the reasonable rights of other tenants or occupants of the Project and Tenant shall prevent odors, emissions, fumes, liquids or other substances or excessive noise from escaping or extending beyond the Premises, nor shall Tenant use or allow the Premises or Common Area (by Tenant or Tenant's employees or invitees) 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. Tenant shall, at its sole cost and expense, promptly comply in all material respects with all applicable federal, state, county, or municipal laws, ordinances, rules, regulations, directives, and/or requirements now in force or which may hereafter be in force with respect to Tenant's specific use and occupancy of the Premises, and shall not cause Landlord to be in default of any Superior CC&Rs.

**12.2 Additional Use Areas.** During the Term, Tenant shall have the right to use (subject to availability as to specific dates, to be reasonably approved by Landlord) to use the following areas of the Project (the "***Requested Use Areas***"), upon final completion of the same by Landlord, for Tenant meetings and events ("***Tenant Events***"), as provided below:

**A. Then Café.** The Then Café is located in Building A. Tenant may request to reserve the Then Café up to four (4) times per calendar year.



B. Roof Top Terrace. The Rooftop Terrace is located in Building A. Tenant may request to reserve the Rooftop Terrace for up to four (4) times per year.

C. Mini-Chambers. The Mini-Chambers are located in Building A. Tenant may request to reserve the Mini-Chambers up to seven (7) times per calendar year.

D. Outdoor Plaza. Tenant may request to reserve the Outdoor Plaza up to four (4) times per calendar year.

Tenant acknowledges that Landlord has a reservation and use policy in place for each of the Requested Use Areas and Tenant shall be required to comply with such reservation and use policy provided, however, that Tenant shall not be required to pay any reservation fee for the number of uses provided above. If Tenant desires to use any of the Requested Use Areas more than the number of times per calendar year stated above, then Tenant shall be required to pay Landlord's applicable reservation fee for the applicable area. Additionally, for each and every use of the Requested Use Areas, Tenant shall be responsible to pay for all additional actual and reasonable costs incurred by Landlord for services used in such Requested Use Areas. Such additional costs may include, by way of example but not limitation, security and janitorial service costs.

**12.3 Environmental Compliance.** The term "*Hazardous Substances*," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Tenant shall not cause or permit to occur:

- (a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or
- (b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance.

Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances by Tenant (or anyone claiming by, through or under Tenant) ("**Laws**").

Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "**Authorities**") under the Laws.

Should any Authority demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances to the Authority and Landlord; and Tenant shall carry out all such cleanup plans in accordance with the plan approved by the Authority and reasonably approved by Landlord taking into account limiting the impact on the operations of the Building and Project.

Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 12.2 within a reasonable timeframe to be reasonably agreed upon by Landlord and Tenant given the applicable circumstances, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord reasonably determines is necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents as required by Law and any other commercially reasonable documents in form and substance reasonably acceptable to Tenant promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 12.2.

Tenant shall indemnify, defend, and hold harmless Landlord, and its officers, directors, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including reasonable attorneys', experts', and consultants' fees) to the extent arising out of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease at or from the Premises (except for those caused by Landlord, its employees, agents or contractors or other Building tenants, or which migrated onto the Premises from elsewhere), or which is caused by Tenant or anyone claiming by, through or under Tenant, or from Tenant's failure to comply with its obligations under this Section 12.3.

Tenant's indemnification obligations under this Section 12.3 shall survive the expiration of this Lease.

**12.4 Landlord's Right of Entry.** Landlord or its agents, at reasonable times upon at least twenty-four (24) hours' prior notice (except in an emergency) or unless Tenant agrees to a shorter notice period for any particular entry, may enter into the Premises without any liability whatsoever (except arising from the gross negligence or willful misconduct of Landlord, its employees, agents or contractors) 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 (during the last 12 months of the then-Term), purchasers, or mortgagees; (iv) inspecting, repairing or maintaining the Common Area and the Project, 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 without the same constituting an eviction of Tenant in whole or in part, and the rents reserved herein shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise, subject in all cases to the Reserved Rights Caveats, and provided

that Landlord use commercially reasonable efforts not to materially interfere with Tenant's use of its Premises during such entry and exercise of such rights.

### **ARTICLE 13**

#### **MAINTENANCE AND REPAIR OF PREMISES**

**13.1 Tenant's Inspection and Obligations.** Except as otherwise provided in this Lease, Tenant agrees to accept the Premises in its existing condition as of the date that Tenant takes final possession of the Premises, subject to and in accordance with the terms of Section 4.1(a) above. Tenant represents, warrants, and covenants to Landlord that Tenant is relying solely upon its own investigation of the Premises. From and after the date of delivery of the Premises to Tenant, and continuously thereafter until the Expiration Date, Tenant, at Tenant's sole expense, shall maintain the Premises in a first-class appearance and in good order, condition and repair, including replacement of parts and equipment, if necessary (in accordance with the terms hereof and except to the extent same is Landlord's obligation under Section 13.3) of the Premises and every part thereof and any and all appurtenances thereto wherever located and all other repairs, replacements, renewals and restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, and all other work performed by or on behalf of Tenant pursuant to the Construction Agreement. Tenant shall do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to its maintenance obligations as set forth herein. Notwithstanding anything to the contrary contained in this Lease, if the cost of any repair or replacement for which Tenant is responsible under this Section 13.1 is more than Five Thousand and 00/100 Dollars (\$5,000.00), as determined by a written estimate from a duly licensed contractor which specializes in the applicable repair or replacement, and further provided the repair or replacement is not due to vandalism, and/or not due to malicious mischief, and/or not due to the negligent or willful misconduct of Tenant or its agents, employees, 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. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair except as set forth in this Lease. Tenant shall not place a load upon any floor of the Premises, which exceeds the load per square foot, which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer.

Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises of which Tenant becomes aware.

**13.2 Landlord's Cure.** If Tenant fails to commence and complete any of the Tenant's obligations listed in Section 13.1 within a reasonable timeframe reasonably agreed upon by Landlord and Tenant taking into account the applicable circumstances, and such failure continues for five (5) business days after receipt of Landlord's written demand to perform such obligations, then Landlord may, but is not obligated to, perform such obligations without liability to Tenant for any loss to Tenant's property or business that might arise by reason thereof. Tenant shall reimburse Landlord on demand in an amount equal to the cost incurred by Landlord in the performance of

such obligations plus an administrative fee equal to ten percent (10%) of the cost incurred by Landlord.

**13.3 Landlord's Obligations.** Except for damage caused by any willful misconduct of Tenant, Tenant's employees, suppliers, shippers, customers or invitees, (in which event Tenant shall be responsible for the cost to repair the damage), Landlord, shall keep in good condition and repair the foundations of the Building, all base-Building systems (i.e., systems which do not exclusively serve Tenant or another tenant) (including, without limitation, the HVAC system, plumbing, electrical, mechanical, and life safety systems), exterior walls, structural elements of the Building, the roof and roof membrane, parking areas serving Tenant and all other Common Areas, and utility installations of the Common Areas and all parts thereof. Landlord shall not be obligated to paint the Premises interior walls. Landlord shall not be required to maintain, repair or replace the interior doors or of the Premises (but Landlord shall be required to maintain, repair, or replace Building windows and Building plate glass). Landlord shall make the repairs required pursuant to this Section 13.3 within a reasonable time frame after Landlord becomes aware of the need for the same, but the operations of the base-Building systems, including, without limitation, HVAC and electrical system or such systems as will adversely impact Tenant's ability to conduct ongoing business operations, shall be repaired on an emergency basis. If Landlord has not performed or undertaken to perform maintenance or repair services required under this Lease within fifteen (15) business days of receipt of written notice from Tenant, Tenant may take such reasonable action as is necessary to make repairs or perform such services and deduct the cost of such performance from any sums due Landlord hereunder. In case of emergencies, the aforesaid fifteen (15) business day period shall be reduced to such period as is reasonable under the circumstances and Tenant shall only be required to provide oral notice to Landlord. Landlord shall not be liable for damage or loss of any kind or nature by reason of Landlord's failure to furnish any such service when such failure is caused by strikes, lockout, or any other labor disturbances or disputes of any character beyond the reasonable control of Landlord, except as caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors.

## **ARTICLE 14**

### **ALTERATIONS AND ADDITIONS**

**14.1 Tenant Alterations.** Tenant shall not commence to make any alterations, improvements or additions to the Premises (collectively "***Tenant Alterations***") without Landlord's prior written consent in each instance, except for nonstructural alterations to the interior of the Premises that (i) are of a cosmetic nature (such as painting, hanging artwork, installing flooring) or (ii) satisfy all of the following criteria: (1) are not visible from outside of the Premises or Building, (2) will not affect the systems or structure of the Building; (3) do not require work to be performed inside the walls or above the ceiling of the Premises; (4) do not require a permit under applicable law; and (5) the aggregate cost of which do not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in any twelve (12) month period during the Term. If Tenant makes any Tenant Alterations or commences Tenant's Work without the prior written approval of Landlord, to the extent such approval is required, Landlord shall have the right to require that Tenant remove any or all of such Tenant Alterations or Tenant's Work and repair and any restore damage to the Premises caused by such removal at Tenant's sole expense within the notice and cure period set forth for the applicable default. Tenant's Work and any Tenant Alterations shall at all times comply fully with all applicable federal, state and municipal laws, ordinances, regulations and other

governmental requirements now or hereafter in force, and performance of the work shall not cause Landlord to be in default under any Superior CC&Rs.

For Tenant Alterations which require Landlord's approval, Tenant shall provide Landlord with a written request for approval of Tenant's Work or any Tenant Alterations that Tenant would like to make with proposed detailed plans. Landlord shall not unreasonably withhold, condition or delay consent to alterations which are not structural and do not affect the base-Building systems. Tenant shall provide Landlord with plans and specifications for the Tenant Alterations or Tenant's Work for Landlord's prior written approval in accordance with the terms hereof. Tenant shall obtain all required permits and comply with all building and planning laws and regulations for the Tenant's Work or Tenant Alterations from appropriate governmental agencies, and shall furnish a copy of such permits to Landlord prior to the commencement of such work. Tenant shall provide Landlord with a copy of the construction contract, construction schedule and list of subcontractors and suppliers for Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, and shall provide Landlord with thirty (30) days written notice prior to commencing any such work. Landlord's approval of the plans, specifications and working drawings for Tenant's Work or any Tenant Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Landlord shall not be liable for any damage, loss, or prejudice suffered or claimed by Tenant, its agents or any other person or entity on account of: (a) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or matters; (b) the construction or performance of any work whether or not pursuant to approved plans (except to the extent of gross negligence or willful misconduct in work performed by Landlord, its employees, agents or contractors); (c) the improvement of any portion of the Premises or alteration or modification to any portion of the Premises (except to the extent of gross negligence or willful misconduct in work performed by Landlord, its employees, agents or contractors); or, (d) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Lease.

All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel reasonably approved by Landlord, and such work shall be diligently prosecuted to completion. For any Tenant Alterations, the aggregate cost of which is Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more, Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.

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 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; will conduct no core drilling, jack hammering or excessive noise during Normal Working Hours; and will disrupt other tenants as little as possible. Tenant shall be solely responsible for the cost of any damage to the Premises, Building, Common Areas and/or any other portion of the Project caused by Tenant's work. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and shall indemnify, defend Landlord



against, and hold Landlord harmless from any and all liability, costs, damages (including any damage to the Building, Premises, Common Areas or any part of the Project), expenses (including, without limitation, reasonable attorneys' fees) and any and all liens resulting therefrom.

Under no circumstances shall Tenant enter upon the Project roof or make any roof penetrations without the prior written consent of Landlord. Any consent of Landlord shall be conditioned upon Landlord's review and approval of plans satisfactory to Landlord for the repair of the roof. At Landlord's option, any roof penetrations shall be performed by Landlord's roofing contractor, and Tenant shall reimburse Landlord for the cost thereof and any necessary repair work within ten (10) days after Tenant's receipt of an invoice therefor.

**14.2 Construction of Tenant Alterations.** Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at, on, or for use in the Project or Premises. Tenant shall keep the Premises, the Project, and any interest therein, free and clear of all mechanics' liens and all other liens. Tenant shall give Landlord immediate written notice after becoming aware of any lien filed against the Premises, the Project or any interest therein related to or arising from work performed by or for the Tenant. Tenant shall give Landlord not less than thirty (30) days' prior written notice of the commencement of Tenant's Work or any Tenant Alterations in the Premises, and Landlord shall have the right to post notices of non-responsibility in or upon the Premises as provided by law. If Tenant shall in good faith contest the validity of any such lien, claim or demand, then Tenant, at its sole expense, shall defend, indemnify, protect and hold the Premises, Project and Landlord harmless against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Tenant, Landlord, the Project, or the Premises. Notwithstanding the foregoing, at Landlord's request, Tenant shall discharge such lien either by payment of the indebtedness due to the mechanic's lien claimant or by filing a bond (as provided by statute) as security therefor and complying with all applicable legal requirements for the discharge of such lien within twenty (20) days after Tenant receives written notice of such lien. If Tenant does not discharge of such lien as provided herein within such twenty (20) day period, Landlord shall have the right to procure such discharge by filing such bond, and Tenant shall pay the cost of such bond to Landlord as additional rent upon the first day thereafter that rent shall be due hereunder. In addition, Landlord shall have the right to require that Tenant pay all of Landlord's reasonable attorneys' fees and disbursements, court costs and other costs in defending any such action if Landlord is named as a party to any such action, the lien encumbers any portion or interest in the Project, and/or if Landlord elects to defend any such action or lien.

**14.3 Title to Tenant Alterations.** Any and all Tenant's Work and Tenant Alterations (except for Tenant's personal property and movable furniture, fixtures and equipment) which may be made in or upon the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term without compensation to Tenant unless Landlord requires that Tenant remove the Tenant's Work or Tenant Alterations pursuant to Article 15 hereof.

**14.4 Settlement of Disputes.** It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant relating to Tenant's Work or any Tenant Alterations, performed or to be performed with respect to the Premises, shall be submitted to Landlord's City Manager for resolution prior to any claim or action being filed, and if Landlord and Tenant are unable to come to a mutually acceptable resolution with respect thereto within

fifteen (15) business days after submission to the City Manager, then either party may bring any claim or action in court.

**14.5 General.** Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to no more than one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises (a "**Completion Bond**") for any Tenant Alterations which cost in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. If (i) a mechanic's lien is threatened or recorded against the Site because of Tenant's actions or inactions or (ii) Tenant's breaches this Lease in regard to any Tenant Alterations, then Landlord may require Tenant to provide a Completion Bond for any Tenant Alterations, regardless of the cost of such Tenant Alterations. Nothing contained in this Section shall relieve Tenant of its obligation to keep the Premises, Building and Project free of all liens, or comply with the provisions of Chapter 108 of the Nevada Revised Statutes, as amended.

**14.6 Applicable Laws.** Throughout the Term of this Lease all Tenant's construction, use of the Premise and alterations, additions and/or improvements to the Premises shall be in accordance with all applicable laws, ordinances and regulations of all duly constituted authorities, including, without limitation, Title III of the Americans with Disabilities Act of 1990, all regulations issued there under and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same are in effect on the date hereof and may be hereafter modified, amended or supplemented ("**Applicable Laws**"). Further, any costs, expenses, required alterations/changes/modifications and/or damages arising from continued compliance with all Applicable Laws shall be the responsibility of Tenant at Tenant's sole cost and expense. All alterations/changes/modifications to the Premises as required by Applicable Laws shall be made in a timely manner so as to avoid any liability and/or damages arising there from.

## **ARTICLE 15**

### **TENANT'S PROPERTY**

**15.1 Tenant's Property.** All personal property, supplies and movable trade fixtures and equipment owned by Tenant and installed in the Premises at Tenant's sole cost ("**Tenant's Property**") shall remain the property of Tenant. Tenant's Property (a) may be removed from the Premises from time to time during the Term and (b) at the expiration of the Term or earlier termination thereof shall be removed from the Premises provided, that Tenant shall repair to the reasonable satisfaction of Landlord, any damage to the Premises caused by the removal of Tenant's Property.

**15.2 Surrender of Premises.** On the Expiration Date or on the sooner termination hereof, Tenant shall peaceably surrender the Premises in accordance with the terms of this Section and in good order, condition and repair, broom clean, excepting only reasonable wear and tear and fire and other casualty and condemnation which is not Tenant's obligation to repair hereunder. Landlord may, however, designate by written notice to Tenant given at the time of Landlord's approval of the plans and specifications for any applicable Tenant Alterations, require those alterations, decorations, additions or improvements to be removed from the Premises by Tenant at the expiration or earlier termination of this Lease and Tenant shall promptly remove the same and

repair, to the reasonable satisfaction of Landlord, any damage to the Premises or Project caused by such removal. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for notice to Landlord and shall inform Landlord of the combinations on any locks and safes on the Premises. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale, and in such case, if Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. Tenant's reimbursement obligation set forth in this Section shall survive termination of this Lease.

## **ARTICLE 16**

### **DAMAGE AND DESTRUCTION**

**16.1 Reconstruction of Damaged Premises.** If the Premises is damaged, through no fault of Tenant, or its employees, supplies, customers or invitees, Landlord shall repair that damage as soon as reasonably possible, at its expense, unless: (i) Landlord reasonably determines that the cost of repair would exceed twenty percent (20%) of the full replacement cost of the Building ("**Replacement Cost**") or (ii) Landlord reasonably determines that the cost of repair would exceed fifty percent (50%) of the Replacement Cost; or (iii) Landlord reasonably determines that the cost of repair would exceed ten percent (10%) of the Replacement Cost and the damage occurs during the final twelve (12) months of the Term. Should Landlord elect not to repair the damage for one of the preceding reasons, Landlord shall so notify Tenant in writing within sixty (60) days after the damage occurs and Tenant shall elect to either (i) repair the damage at its cost and deduct the cost thereof from any future Base Rent due Landlord on a prorata basis amortized over the remaining months of the operative Term, or (ii) terminate this Lease and this Lease shall terminate as of the date of that notice and the obligations of the parties shall terminate as if the Term had naturally expired. Unless either party elects to terminate this Lease in accordance with the above, this Lease shall continue in effect for the remainder of the Term. However, provided that if the damage to the Premises is so extensive that it prevents Tenant's substantial use and enjoyment of the Premises for more than thirty (30) consecutive days, or if Landlord is obligated to repair casualty damage pursuant hereto and fails to repair same within thirty (30) days after the date initially estimated for completion by the contractor retained by Landlord to complete the repairs (subject to a day-for-day extension for each day of delay caused by circumstances beyond Landlord's reasonable control (not to exceed an additional thirty (30) days), the "**Completion Deadline**"), then Tenant may elect to terminate this Lease by written notice to Landlord within ten (10) days from and after Tenant's inability to use the Premises for thirty (30) consecutive days, or ten (10) days after the Completion Deadline, and this Lease shall terminate as of the date of that notice and the obligations of the parties shall terminate as if the Lease term had naturally expired. Commencing on the date of any damage to the Premises which renders a portion thereof unusable, and ending on the date the damage is repaired or this Lease is terminated, whichever occurs first, the rental to be paid under this Lease shall be abated in the same proportion that the floor area of the Premises that is rendered unusable by the damage bears to the total floor area of the Premises. Notwithstanding the provisions of the above subsections of this Section, if the damage is due to the negligence or willful misconduct of Tenant or its employees, subtenants, invitees or representatives, the cost of any repairs not covered by Landlord's or Tenant's insurance on the Building shall be borne by the Tenant, and Tenant shall not be entitled to rental abatement or



termination rights. In addition, the provisions of this Section shall not be deemed to require Landlord to repair any improvements or fixtures installed by Tenant.

## **ARTICLE 17**

### **EMINENT DOMAIN**

**17.1 Total or Partial Condemnation of Leased Premises.** If all or a material portion of the Premises is taken by any lawful authority by exercise of the right of eminent domain, or sold to prevent a taking, either Tenant or Landlord may terminate this Lease effective as of the date possession is required to be surrendered to the authority. In the event neither party has elected to terminate this Lease as provided above, then Landlord shall promptly, after receipt of a sufficient condemnation award, proceed to restore the Premises to substantially their condition prior to the taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which Tenant is deprived on account of the taking and restoration. In the event of a taking, Landlord shall be entitled to the entire amount of the condemnation award without deduction for any estate or interest of Tenant; provided that nothing in this Section shall be deemed to give Landlord any interest in, or prevent Tenant from seeking any award against the taking authority for the taking of personal property and fixtures belonging to Tenant or for relocation or business interruption expenses recoverable from the taking authority. Landlord agrees to exercise its rights as a condemning authority in good faith, not as a basis to terminate this Lease when Landlord would not otherwise have a basis for doing so. Tenant acknowledges that the State of Nevada also has condemnation rights under Nevada law which are unrelated to any condemnation rights which Landlord may have in its municipal role.

**17.2 Landlord's and Tenant's Damages.** In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

## **ARTICLE 18**

### **INDEMNIFICATION AND GUARANTY**

**18.1 Tenant Indemnification.** Tenant shall indemnify, protect, defend and hold Landlord and its agents, employees, partners, officers, affiliates, subsidiaries, members, managers, directors, and representatives ("***Landlord's Indemnities***") harmless from and against any and all losses, damages, liabilities, actions, causes of action, claims, judgments, costs, and expenses, including Landlord's Indemnities' reasonable attorneys' fees and disbursements, and court costs which Landlord may suffer or incur as a direct or indirect consequence of Tenant's use or occupancy of the Premises, or Tenant's use of the Common Areas and/or the Surface Parking Lot, or from the conduct of its business, or from any activity, work or thing done by Tenant or its agents, employees, invitees or licensees in or about the Premises or the Common Areas and/or Surface Parking Lot, or from any negligent act or willful misconduct of Tenant or its agents, employees, or licensees, unless caused by the negligence or willful misconduct of Landlord, its agents or employees. In case Landlord's Indemnities are made a party to any litigation commenced by or

against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all reasonable costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with the litigation.

## **ARTICLE 19**

### **DEFAULTS AND REMEDIES**

**19.1 Events of Default.** The occurrence of any of the following events shall constitute an event of default and a material breach of this Lease on the part of Tenant:

**A. Vacation, Abandonment.** The abandonment of the Premises by Tenant. Abandonment is defined to include, but not limited to, any absence by Tenant from the Premises for thirty (30) consecutive days (or longer) or sixty (60) days (whether consecutive or not) in any calendar year accompanied by Tenant's failure to pay rent during the abandonment period (exclusive of holidays and weekends).

**B. Failure to Make Payment.** Tenant's failure to pay any Rent or other sums due hereunder on the date when such payment is due, where such failure continues for five (5) days after such payment is due.

**C. Attachment.** If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property or if Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors.

**D. Failure to Perform Other Covenants.** Tenant's breach or failure to perform any of Tenant's other covenants, agreements or obligations hereunder, where such breach or failure continues for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord (or, if same is not capable of being cured within thirty (30) days, then such additional time as is reasonably necessary, provided that Tenant commences such cure within such thirty (30) day period and diligently pursues same to completion within sixty (60) days after Tenant's receipt of Landlord's original written notice).

**E. Bankruptcy Related.** If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property.

**19.2 Remedies.** Upon the occurrence of an event of default by Tenant as set forth in Section 19.1 above, Landlord shall have the following rights and remedies, in addition to any and all other rights and remedies available to Landlord at law or in equity.

**A. Terminate Lease.** Landlord shall have the right to terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant. If the Lease is so terminated, then Landlord may recover from Tenant all damages sustained by Landlord, including, without limitation, deficiency in rent, reasonable attorneys' fees, other collection costs, brokerage fees, and expenses of placing the Premises in good order. Landlord's putting the Premises in good order or preparing the same for rental shall not operate to release Tenant from this Lease.

**B. Reenter Premises.** Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and any property that Tenant leaves in the Premises shall be deemed to have been abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at public or private sale in accordance with applicable law as Landlord sees fit. The proceeds of any public or private sale of Tenant's property, or the then current fair market value of any property retained by Landlord, shall be applied by Landlord against (i) the expenses of Landlord for removal, storage or sale of the property; (ii) the arrears of rent or future rent payable under this Lease; and (iii) any other damages to which Landlord may be entitled hereunder. Further, Landlord may, upon presentation of evidence of a claim valid upon its face of ownership or for security interest in any of Tenant's property abandoned in the Premises, turn over such property to the claimant with no liability to Tenant.

**C. Maintain Lease; Relet Premises.** Unless Landlord elects to terminate this Lease as provided in Subsection 19.2(A) above, Landlord may from time to time, without terminating this Lease, either recover all rent as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to clean and to make alterations and repairs to the Premises at Tenant's sole expense.

If Landlord elects to relet as provided herein, then rent received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting incurred by Landlord, including reasonable attorneys' fees, tenant improvements, court costs and brokerage commissions; third, to the payment of the cost of any cleaning, alterations and repairs to the Premises; fourth, to the payment of rent and other charges due and unpaid hereunder; and the balance, if any, shall be applied in payment of future rent as the same may become due and payable hereunder. If the portion of such rentals received from such reletting during any month which is applied to the payment of rent under the reletting lease is less than the rent payable during that month by Tenant hereunder, then Tenant shall pay any such deficiency to Landlord as and when such rent is due and payable under the Lease. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, upon Landlord's demand, the costs and expenses incurred by Landlord in such reletting, including reasonable attorneys' fees, court costs, tenant improvements and brokerage commissions and in making any alterations and repairs to the Premises.

No reentry, acts of maintenance or preservation, efforts to relet, or taking possession of the Premises by Landlord or the appointment of a receiver upon initiative of the Landlord to protect the Landlord's interest under the Lease shall be

construed as an election to terminate this Lease unless an express written notice of such intention is delivered to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting of the Premises without termination of this Lease by Landlord, Landlord may at any time after such reletting elect to terminate this Lease, in which case, Landlord shall have all the rights and remedies provided by law or equity or this Lease upon termination.

**D. Performance by Landlord.** If Tenant breaches or fails to perform any of Tenant's obligations under this Lease and the breach or failure continues for thirty (30) days (or such shorter time period as may be specified otherwise in this Lease) after Landlord gives Tenant written notice of the breach or failure, Landlord, without thereby waiving or curing such may, but shall not be obligated to, perform any such obligation for the account and at the expense of Tenant. Landlord may also so perform any such obligation without notice in case of an emergency.

**19.3 Late Charges.** Landlord and Tenant agree that the fixing of actual damages for Tenant's breach of any of the provisions of this Lease, including but not limited to the late payment by Tenant to Landlord of rent and other amounts due hereunder, would cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult or impracticable to ascertain. Such costs include but are not limited to accounting, processing, administrative, legal and clerical charges and late charge which may be imposed upon Landlord by the terms of any mortgage covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant hereunder has not been received by Landlord or Landlord's agent within three (3) days after such amount was due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of any such delinquent installment of rent or any other delinquent sum due from Tenant (provided that there shall be no late charge assessed on the first late payment in a given calendar year provided such payment is made within ten (10) days of the original due date). Tenant hereby agrees that said late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any other rights and remedies provided for in this Lease, at law or in equity. Tenant understands and agrees to the foregoing provisions relating to late charges.

**19.4 Interest on Past Due Obligations.** Any and all amounts not paid to Landlord when due, including but not limited to rent, late charges and interest shall bear interest at the so-called "Prime Rate" published in *The Wall Street Journal*, as the same may change from time to time, plus five percent (5%) per annum, not to exceed the highest rate then allowed under any applicable usury laws from the date due until paid (provided that there shall be no interest charge assessed on the first late payment in a given calendar year provided such payment is made within ten (10) days of the original due date). Payment of such interest shall not excuse or cure any default by Tenant under this Lease and shall not affect any rights and remedies provided to Landlord in this Lease or at law or in equity, all of which shall be cumulative.

**19.5 Landlord's Default.** Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice by Landlord from Tenant specifying which obligations Landlord has failed to perform (or, if same is not capable of

being cured within thirty (30) days, then such additional time as is reasonably necessary, provided that Landlord commences such cure within such thirty (30) day period and diligently pursues same to completion within sixty (60) days of the original notice from Tenant). It is expressly understood and agreed that any money judgment against Landlord resulting from any default or other claim arising under this Lease shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Project and out of the rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Project, subject, nevertheless, to the rights of Landlord's mortgagee and Landlord shall not be liable for any deficiency. No other real, personal or mixed property of Landlord (the term "**Landlord**", for purposes of this Section only, shall mean any and all members, managers, owners of either of them, partners, both general and limited, and partners of partners, which comprise Landlord), wherever situated, shall be subject to levy on any such judgment obtained against Landlord.

## **ARTICLE 20**

### **SUBORDINATION AND ATTORNMENT**

**20.1 Subordination.** At Landlord's option, this Lease is and shall be subordinate to any ground lease, mortgage, deed of trust and/or any other hypothecation or security document and advances and obligations thereunder now or hereafter placed upon the Premises or the Project, and any renewals, modifications, consolidations, replacements, and extensions thereof (collectively "**Mortgage**"), provided Tenant's right to quiet possession under this Lease shall not be disturbed so long as Tenant is not in default under this Lease beyond all applicable notice and cure periods. Such subordination shall be effective upon notice from Landlord to Tenant without any further act of Tenant. Upon the request of Landlord, Tenant shall, from time to time, execute and deliver any commercially reasonable documents or instruments (in form and substance reasonably acceptable to Tenant) that may be required by Landlord or the mortgagee, beneficiary, ground Landlord or lender (including in connection with any bond financing) (collectively "**Landlord's Lender**") under any such Mortgage, to effectuate any subordination, provided that Landlord's Lender agrees not to disturb Tenant's right to quiet possession under this Lease so long as Tenant is not in default under this Lease beyond all applicable notice and cure periods. If Tenant fails to execute and deliver any such documents or instruments within ten (10) business days after receipt of written request from Landlord, and such failure continues for five (5) business days after a reminder notice, such failure shall be a default under this Lease. If Landlord's Lender elects to have this Lease prior to the lien of its Mortgage, and gives written notice to Tenant of such election, this Lease shall be deemed prior to such Mortgage regardless of the respective dates of execution, delivery and recordation of this Lease and any such Mortgage.

**20.2 Attornment.** Tenant hereby attorns to and shall recognize the Landlord's Lender as Tenant's landlord under this Lease and shall promptly execute and deliver any commercially reasonable instrument (in form and substance reasonably acceptable to Tenant) that Landlord may require to evidence such attornment.

**20.3 Estoppel Certificate.** Tenant shall, at any time not less than fifteen (15) days after prior written notice from Landlord, execute, acknowledge and deliver to Landlord, a statement, in writing; (i) certifying that this Lease is unmodified and in full force and effect (or, if modified,



stating the nature of the modification and certifying that this Lease is otherwise unmodified and in full force and effect) and the dates to which the rental, additional rent and other charges have been paid in advance, if any, and (ii) acknowledging that, to Tenant's knowledge, there are no uncured defaults on the part of Landlord, or specifying each default if any are claimed, and (iii) setting forth all further information that Landlord may reasonably require. Tenant's statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building or Project.

Tenant's failure to deliver any Landlord estoppel statement within the provided time shall be conclusive upon Tenant that: (i) this Lease is in full force and effect without modification except as may be represented by Landlord, and (ii) there are no uncured defaults in Landlord's performance.

**20.4 Limitation of Liability.** Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord. Further, in no event shall Landlord incur any liability to Tenant, its employees, agents, customers or invitees as a result of any failure of any security system installed at the Project or any security procedure instituted at the Project. Landlord makes no representations or warranties concerning the ability of Landlord or its employees, agents, contractors or subcontractors to maintain the Project, the Common Area or the Premises in a secure fashion. In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

## **ARTICLE 21** **FORCE MAJEURE**

If either party hereto shall be delayed in or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, governmental restrictions or other causes without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, to be more particularly defined in the Lease; provided, however, nothing in this Article shall delay the payment of Rent or other monies by either party hereunder.

## **ARTICLE 22** **ASSIGNMENT AND SUBLETTING**

**22.1 Assignment and Subletting.** Tenant may sublet or permit the Premises or any part thereof (excluding the roof area or portions thereof) to be used or occupied by others, only with the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or



delayed, and any such sublease, or permission for occupancy without such consent shall be voidable at the option of Landlord. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by any party other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of Tenant's default, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of the obligations on the part of Tenant set forth herein. The consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant, the assignee or the subtenant from obtaining the express consent in writing of Landlord to any further assignment or subletting or to release Tenant from any liability, whether past, present, or future, under this Lease or from any liability under this Lease because of Landlord's failure to give notice of default by Tenant (or by the assignee or subleases pursuant to the assumption agreement described below) under any of the terms, covenants, conditions, provisions or agreements or this Lease. A transfer of control of Tenant shall be deemed an assignment under this Lease and shall be subject to all of the provisions of this Article, including but not limited to the requirement of obtaining Landlord's prior written consent, unless Tenant at the time of the proposed transfer is then a publicly held corporation. Notwithstanding the foregoing, no consent shall be required for (x) an assignment or subletting by Tenant to any subsidiary of Tenant, its affiliate or related company or (y) sharing occupancy of the Premises with the Leadership Foundation of Greater Las Vegas, Inc. (the "**Foundation**") for the uses permitted by this Lease, provided that Tenant's insurance and indemnity obligations under this Lease shall apply to the Foundation's use of the Premises as well.. If the aggregate consideration paid to Tenant for any assignment or sublet exceeds the Rent and other amounts payable to Tenant under the Lease, then Tenant shall pay fifty percent (50%) of such excess to Landlord within ten (10) days of receipt of the same. Tenant may deduct from such fifty percent (50%), the amount of any tenant improvement allowance or free rent afforded the assignee or sublessee, provided that Tenant provides commercially reasonable evidence to Landlord that Tenant has paid the same to Tenant or included any free rent in the fully executed assignment or sublease.

No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligation to pay rent and to perform all its other obligations under this Lease. Moreover, Tenant shall indemnify and hold Landlord harmless for any acts or omission by an assignee or subtenant. Each transferee, other than Landlord, shall assume all obligations of Tenant under this Lease and shall be liable jointly and severally with Tenant for the payment of all rent and for the due performance of all of Tenant's obligations under this Lease. No transfer shall be binding upon Landlord unless any document memorializing the transfer is delivered to Landlord and, if the transfer is an assignment or sublease, both the assignee/subtenant and Tenant deliver to Landlord an executed document which contains: (i) a covenant of assumption by the assignee/subtenant, and (ii) an indemnification agreement by Tenant, both reasonably satisfactory in substance and form to Landlord and consistent with the requirements of this Article; provided that, the failure of the assignee/subtenant or Tenant to execute the instrument of assumption shall not release either from any obligation under this Lease.

The acceptance by Landlord of any payment due under this Lease from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or be a consent to any transfer. Consent by Landlord to one or more transfers shall not operate as a waiver or estoppel to the future enforcement by Landlord of its rights under this Lease

**22.2 Request for Transfer.** If Tenant desires to sublease all or a portion of the Premises or assign this Lease and provided Tenant is not in default hereunder, Tenant shall give written notice to Landlord setting forth the name and address and the current certified financial statements of the proposed assignee or sublessee, the experience and background of the proposed assignee or sublessee, the terms of the proposed assignment or subletting, and such other information as Landlord or its mortgagee may request in connection therewith. Landlord shall have the right, exercisable by written notice to Tenant, within thirty (30) days after receipt of Tenant's notice, to consent or refuse to consent thereto, and if Landlord fails to notify Tenant, it shall be deemed to have refused to consent thereto.

## **ARTICLE 23**

### **NOTICES**

All notices, information, requests or replies ("**Notice**") required or permitted to be given hereunder shall be given in writing and shall be sent by United States registered or certified mail postage prepaid, or by nationally recognized overnight delivery service (provided that such service is able to furnish evidence of receipt or refusal of delivery) addressed to the addresses of Tenant and Landlord specified as "Addresses for Notices and Reports" in Section 1.17, or at such other place as either Landlord or Tenant may, from time to time designate in a written notice by certified mail given to the other. Notice shall be deemed to be given upon the earlier of receipt (or refusal to receive) same by the party to whom the Notice is sent or three (3) days after the date of the mailing thereof.

## **ARTICLE 24**

### **QUIET ENJOYMENT**

Tenant, so long as not in default under this Lease beyond all applicable notice and cure periods, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease.

## **ARTICLE 25**

### **ATTORNEYS' FEES**

Should either party commence an action against the other to enforce any obligation hereunder, the prevailing party shall be entitled to recover the costs thereof and reasonable attorneys' fees actually incurred by such prevailing party. Notwithstanding anything in this Lease to the contrary, in no event shall either party to this Lease be obligated to reimburse the other party for in-house legal fees.

## **ARTICLE 26**

### **WAIVER**

No waiver of any default or breach of any covenant by either party hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated. Landlord's acceptance of any payment which is less than that required to be paid by Tenant shall be deemed to have been received only on account of the obligation for which it is paid and shall not be deemed an accord and satisfaction, notwithstanding any provisions to the contrary asserted by Tenant, written on any check or contained in any transmittal letter. The

subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term or covenant hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. An express waiver must be in writing and signed by a person with the power to contractually bind Tenant or Landlord. An express waiver shall affect only the default specified in the waiver, and only for the time and to the extent expressly stated. Waivers by either party of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

## **ARTICLE 27**

### **LIMITATION ON CLAIMS**

Any claim, demand, right or defense of any kind by Tenant, which is based upon, arising in connection with or in any way related to this Lease or the negotiations prior to its execution, shall be barred unless Tenant commences an action thereon, or interposes in a legal proceeding a defense by reason thereof, within six (6) months after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

## **ARTICLE 28**

### **BANKRUPTCY**

**28.1 Tenant's Interest Not Transferable.** Neither this Lease, nor any interest herein nor any estate hereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may be specifically provided pursuant to the Bankruptcy Code (11 U.S.C. §101, et, seq.).

**28.2 Tenant's Obligation to Avoid Creditors' Proceedings.** Tenant shall not cause or give cause for the institution of legal proceedings seeking to have Tenant adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for the assets of Tenant and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Tenant or its assets, shall be conclusive evidence that Tenant caused or gave cause thereof, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment.

## **ARTICLE 29**

### **INTERPRETATION AND APPLICATION**

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

**29.2 Governing Law.** This Lease shall be construed in accordance with and governed by the statutes, decisions, and other laws of the State of Nevada. Tenant hereby consents to the personal jurisdiction and venue of any State court of competent jurisdiction located in Clark County,

Nevada or Federal court located in Las Vegas, Nevada and the service of process by any means authorized by any such State or Federal court.

**29.3 Complete Agreement.** This Lease contains all terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect. The terms of this Lease were fully negotiated by the parties hereto and shall not be construed for or against Landlord or Tenant, because either Landlord or Tenant may have drafted this Lease and this Lease shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.

**29.4 Amendment.** This Lease may not be amended, altered or modified in any way except in writing signed by the parties hereto.

**29.5 No Partnership.** It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

**29.6 No Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, but shall, at the option of Landlord, either terminate all or any existing subleases or subtenancies, or operate as an assignment to Landlord of any or all such subleases or subtenancies.

**29.7 Severability.** If any provision of this Lease or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease (including the application of such provision to persons or circumstances other than those to which it is held invalid) shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**29.8 Captions.** The captions of the Articles and Sections hereof are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

**29.9 Words.** The words "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. If Tenant is comprised of more than one individual or entity, the obligations imposed upon Tenant hereunder shall be joint and several to all parties signing this Lease as Tenant.

**29.10 Exhibits.** The Exhibits, if any, and any Schedules or Riders attached to this Lease are incorporated herein by this reference and made a part hereof, and any reference in the body of the Lease or in the Exhibits, Schedules, or Riders to the Lease shall mean the Lease together with all Exhibits, Schedules and Riders.

## **ARTICLE 30** **MISCELLANEOUS**

**30.1 Time.** Time is of the essence of each provision hereof.

**30.2 Successors.** Subject to the restrictions on transfer contained in Article 22 hereof, all the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

**30.3 Recordation.** Tenant shall not record this Lease or any memorandum hereof. Landlord has the right in its absolute discretion to record this Lease or a memorandum hereof, and, upon Landlord's request, Tenant shall execute and have acknowledged the same for recordation, and shall pay all required documentary transfer taxes in connection therewith.

**30.4 No Recourse; No Consequential Damages.** The obligations of the Landlord under this Lease shall be without recourse to the assets of any partner, member, officer, shareholder, director or employee of Landlord or any partner of any partner of Landlord. The obligations of the Landlord under this Lease shall be without recourse to the assets of any partner, member, officer, shareholder, director or employee of Landlord or any member of Landlord. In the event of any actual or alleged failure, breach or default of this Lease by Landlord, Tenant's sole remedy shall be against the Project, its rents, and other assets. Tenant agrees that the foregoing provision shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by statute or at common law. In no event shall either party be liable to the other for consequential, punitive or special damages in connection with this Lease, except as expressly set forth in Sections 3.2 and 12.3 above with respect to Tenant. Any recovery against Tenant with respect to this Lease shall be limited to Tenant's assets, and in no event shall Tenant's partners, members, officers, shareholders, directors, representatives, agents or employees be personally liable hereunder or with respect hereto, all such personal liability being waived by Landlord.

**30.5 Broker.** Landlord and Tenant represent and warrant to each other that it has not retained the services of any other broker or real estate licensee and owes no other person or entity any finder's or broker's fee, commission or payment of any kind whatsoever. Landlord and Tenant shall defend, indemnify and hold the other harmless from and against any and all claims, demands, costs, expenses or liabilities related to or connected with any broker's or finder's fee, commission or payment of any kind asserted by any person or entity, based on an agreement allegedly made by the indemnifying party, except for the broker specified in Section 1.16 of this Lease.

**30.6 Intentionally Omitted.**

**30.7 Trade Names and Trademarks.** Tenant shall not make any use, commercial or otherwise (except to the extent necessary to identify the Premises), of the names or marks of the Project and/or any other similar names or marks without the prior written consent of Landlord, nor shall Tenant otherwise engage in conduct inconsistent with Landlord's sole and exclusive rights to its trade names and trademarks, including but not limited to the foregoing marks.

**30.8 Signage and Sign Control.**

A. Tenant shall comply with all signage requirements as set forth by Landlord and shall further not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed



without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

**B.** Landlord shall provide, at Landlord's sole cost and expense, interior signage in the Building, similar to the signage that exists in Landlord's City Hall building at 495 S. Main Street, Las Vegas, Nevada. Such interior signage shall include first floor main lobby, elevator lobby, internal elevator, and suite entry signage. Landlord shall also provide, at Landlord's sole cost and expense, signage for Tenant on a Building façade wall on E. Bonneville Avenue.

**C.** Tenant may have pop-up signage in the Premises. If Tenant desires to have pop-up signage in any Requested Use Area for a Tenant Event, Tenant may put such pop-up signage in sizes not to exceed 3'x10' vinyl pop-up signs or up to 20'x10' step and repeats and press drapes, or substantially similar forms (collectively, "**Pop-Up Signage**") without Landlord's prior written consent. Tenant agrees not to locate Pop-Up Signage in areas that would block stairwells or exit areas. If, during the Term, Landlord has any concerns regarding the location of Pop-Up Signage, Landlord and Tenant agree to work together in good faith to address such concerns. If Tenant desires to have Pop-Up Signage in any other locations or of a larger size or different type than specified herein, Tenant shall submit a request for Landlord's approval, not to be unreasonably withheld, conditioned or delayed. All Pop-Up Signage must be removed within four (4) hours after the termination of the applicable Tenant Event.

**30.9 Counterparts.** This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

**30.10 Mortgagee Protection.** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.

**30.11 Waiver of Jury Trial.** Landlord and Tenant waive any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by Tenant, and Tenant acknowledges that neither Landlord nor any person acting on behalf of Landlord has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant further acknowledges that he has been represented (or has had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of his own free will, and that he has had the opportunity to discuss this waiver with counsel. Tenant further acknowledges that he has read and understands the meaning and ramifications of this waiver provision.

**30.12 Independently Provided Services.** This Lease is entirely separate and distinct from and independent of any and all agreements that Tenant may at any time enter into with any third party



for the provision of services, which include, but are not limited to, telecommunications, office automation, repair, maintenance services, computer and photocopying (“*Independent Services*”). Tenant acknowledges that Landlord has no obligation of any type concerning the provision of Independent Services, and agrees that any cessation or interruption of Independent Services or any other act or neglect by the third party providing the Independent Services shall not constitute a default or constructive eviction by Landlord. Tenant agrees, except to the extent of the gross negligence of Landlord, its partners, employees, agents and/or assigns, to hold harmless and defend Landlord, its partners, employees, agents and assigns from any claim Tenant may have arising in any way out of the provision (or lack thereof) of the Independent Services which Tenant has contracted to receive from the third parties. In no event shall Landlord be liable to Tenant for incidental, consequential, indirect or special damages (including lost profits) which may arise in any way out of a claim concerning Independent Services.

**30.13 Act of Landlord.** No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

**30.14 Confidentiality.** Tenant acknowledges that the terms and conditions contained in this Lease will remain confidential between the parties of the Lease and no proposals, lease drafts, leases or summaries of any kind will be distributed, copied or otherwise transmitted, orally or in writing, to any other entity or person excepting lawyers, other advisors and except as required by law or by order of any court or governmental authority. Tenant agrees and acknowledges that such disclosure will cause harm and damages to Landlord.

**30.15 OFAC Certification.** Tenant represents and warrants that it is not an entity listed on the U.S. Treasury's Office of Foreign Assets Control Specially Designated Nationals list (as amended from time to time), that it is not an entity Landlord is prohibited to do business with under anti-terrorism laws, that it will not violate any anti-terrorism laws, and that it will not do any business with any entity that will violate anti-terrorism laws.

**30.16 Governmental Immunity.** Landlord waives and surrenders any claim of governmental power or immunity with respect to the interpretation or enforcement of this Lease by Tenant but only to the extent necessary to allow Tenant to enforce the terms of this Lease against Landlord. Notwithstanding anything to the contrary in this Lease, including in this Section 30.16, such waiver shall not (i) apply under any circumstances to any claim in tort (including, without limitation, negligence claims and/or any equitable indemnity claims) or (ii) be deemed to limit Landlord's rights under NRS 41.035, including any successor statute, or similar statute with respect to tort actions.

**30.17 VARA.** . Prior to the installation of any work which might be considered art in the 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 Building/Premises other than by a simple nail or similar art mounting hardware, Tenant shall first obtain the prior written consent

of Landlord in each instance (such consent to be granted or withheld in Landlord's sole discretion). Such consent may be conditioned upon Tenant obtaining a written waiver of all statutory rights provided under the federal Visual Artists Rights Act of 1990 (17 USC § 106A and 113(d)) (the "**Federal VARA**") and NRS Sections 597.720 through 597.760 (the "**State VARA**"), including, without limitation, the rights of attribution and integrity, between Tenant and at least one of the artists if there is more than one.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease or, as the case may be, have caused their officers thereunto duly authorized to execute this Lease the day and year first above written.

**LANDLORD:**

CITY OF LAS VEGAS,  
a municipal corporation of the State of Nevada

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

**TENANT:**

GREATER LAS VEGAS CHAMBER  
OF COMMERCE,  
a Nevada non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

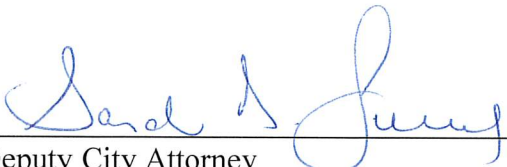
\_\_\_\_\_  
Dr. LuAnn D. Homes, MMC, City Clerk

Date: \_\_\_\_\_

Council Action:

\_\_\_\_\_, 2024; Item # \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney  
Date: 9-23-24

**Sandra D. Turner**  
Deputy City Attorney

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION**

The Civic Plaza is a new \$165 million dollar mixed use office development with ground level retail space located directly across from City Hall in the heart of downtown Las Vegas. It encompasses an entire city block bordered by Main Street, Clark Avenue, First Street and Bonneville Avenue.

Building 1 - A five-story, class A office building totaling 176,082 square feet

Building 2 - A four-story Class A office building totaling 72,223 square feet

Approximately 2.84 acres.

Clark County Assessor Parcel No. APN: 139-34-201-027, more particularly described as follows:

BEING LOT 1 OF FILE 129 OF PARCEL MAPS, AT PAGE 58, LYING WITHIN THE WEST HALF (W ½) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



EXHIBIT "A-1"

SITE PLAN



# EXHIBIT "B"

## PREMISES FLOOR PLAN



**EXHIBIT "C"**

**MEMORANDUM OF LEASE COMMENCEMENT**

This Memorandum of Lease Commencement is made as of \_\_\_\_\_, 2025 by the CITY OF LAS VEGAS, a Municipal corporation ("Landlord"), and GREATER LAS VEGAS CHAMBER OF COMMERCE, a Nevada nonprofit corporation ("Tenant"). Landlord and Tenant agree to and acknowledge the following matters:

1. Landlord and Tenant have entered into a lease dated as of \_\_\_\_\_, 2024 ("Lease"), covering the Premises in the Project located at \_\_\_\_\_, in Las Vegas, Nevada, as more particularly described in the Lease.

2. All terms defined in the Lease shall have the same meaning when used in this Memorandum of Lease Commencement.

3. The Lease Commencement Date is \_\_\_\_\_, 2025, and the Expiration Date of the Lease is \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease Commencement as of the day and year first above written.

**LANDLORD:**

CITY OF LAS VEGAS,  
a municipal corporation of the State of Nevada

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

ATTEST:

\_\_\_\_\_  
Dr. LuAnn D. Homes, MMC, City Clerk

Date: \_\_\_\_\_

Council Action:

\_\_\_\_\_, 2024; Item # \_\_\_\_\_

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

**TENANT:**

GREATER LAS VEGAS CHAMBER  
OF COMMERCE,  
a Nevada non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT "D"

### CONSTRUCTION AGREEMENT

#### I. LANDLORD'S WORK

Landlord and Tenant have approved the 100% construction documents for Downtown Civic Center Tenant Improvement – Bldg 2, bid #24.MWA378.C5, dated August 29, 2024 (the "***Final Plans***") for the Tenant Improvements. Landlord anticipates obtaining the issuance of a building permit for the Tenant Improvements, as shown on the Final Plans, around December 1, 2024. Landlord shall construct the Tenant Improvements in accordance with Final Plans. Landlord's representative with respect to this Construction Agreement and the performance of the Tenant Improvements is Shelly Hayden. Tenants' representative with respect to the Construction Agreement and the performance of the Tenant Improvements is Mary Beth Sewald.

#### II. TENANT IMPROVEMENT ALLOWANCE AND CHANGE ORDERS

Landlord will contribute a sum not to exceed the Tenant Improvement Allowance toward the cost of constructing the Tenant Improvements pursuant to the Final Plans. Any cost to construct the Tenant Improvements in excess of the Tenant Improvement Allowance in excess of the Tenant Improvement Allowance ("***Cost Overruns***") shall be Tenant's sole responsibility, unless otherwise agreed between Landlord and Tenant. All Cost Overruns shall be paid by Tenant to Landlord within fifteen (15) days of receipt of Landlord's invoice. In addition, at Landlord's election, Landlord may require Tenant to prepay any projected Cost Overruns within fifteen (15) days of receipt of Landlord's invoice. Landlord may stop or decline to commence all or any portion of the Tenant Improvements until such payment is received. On or before the Commencement Date and as a condition to Tenant's right to take possession of the Premises, Tenant shall have paid Landlord in full for all Cost Overruns, unless otherwise agreed between Landlord and Tenant.

Any change orders for the Tenant Improvements requested by Tenant must be approved in writing by Landlord. Change orders requested by Tenant and approved by Landlord which increase the cost of the Tenant Improvements shall be paid by Tenant within fifteen (15) days of receipt of Landlord's invoice therefor (which payment may be required by Landlord prior to commencing construction). Landlord may stop or decline to commence all or any portion of the Tenant Improvements affected by the applicable Tenant requested change order until such payment is received. On or before the Commencement Date and as a condition to Tenant's right to take possession of the Premises, Tenant shall have paid Landlord in full for all Tenant requested change orders.

#### III. TENANT IMPROVEMENT ALLOWANCE REPAYMENT

On the earlier of (i) ten (10) days after any termination of this Lease prior to the expiration of the initial Term or (ii) the last day of the initial Term, Tenant shall pay to Landlord Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) as reimbursement for a portion of the Tenant Improvement Allowance.

If Tenant exercises its option for the First Extended Term (as defined herein), then, on the earlier of (i) ten (10) days after any termination of this Lease prior to the expiration of the First Extended Term (as defined herein) or (ii) the last day of the First Extended Term, Tenant shall pay to Landlord Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) as reimbursement for a portion of the Tenant Improvement Allowance; provided, that in the case of early termination pursuant to clause (i), the amount payable by Tenant shall be the unamortized portion of such fee, amortized on a straight-line basis over the First Extended Term.

If Tenant exercises its option for the Second Extended Term (as defined herein), then, on the earlier of (i) ten (10) days after any termination of this Lease prior to the expiration of the Second Extended Term (as defined herein) or (ii) the last day of the Second Extended Term, Tenant shall pay to Landlord Six Hundred Thousand and 00/100 Dollars (\$600,000.00) as reimbursement for a portion of the Tenant Improvement Allowance; provided, that in the case of early termination pursuant to clause (i), the amount payable by Tenant shall be the unamortized portion of such fee, amortized on a straight-line basis over the Second Extended Term.

## **EXHIBIT "E"**

### **RULES**

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Building/Project, or in any way injure or annoy such tenants or persons. Tenant will not conduct any activity, within the Premises, which will create excessive traffic or noise anywhere in the Building/Project.
2. Canvassing, soliciting and peddling in the Building/Project are prohibited, and Tenant shall cooperate to prevent such activities.
3. Tenant shall not bring or keep within the Building/Project any animal, bicycle, motorcycle, or other type of vehicle except as required by law.
4. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not construct, maintain, use or operate within the Premises, or elsewhere in the Building/Project or outside of the Building/Project any equipment or machinery which produces music, sound or noise, which is audible beyond the Premises. Tenant shall not cause improper noises, vibrations or odors within the Building/Project.
5. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building/Project, except in the refuse containers provided therefore. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office Building/Project trash and garbage without being in violation of any law or ordinance governing such disposal. Tenant shall be charged the cost of removal for any items left by Tenant that cannot be so removed. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. Tenant shall not introduce into the Building/Project any substance which might add an undue burden to the cleaning or maintenance of the Premises or the Building/Project. Tenant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building/Project (hereinafter referred to as "Common Areas") clean and free from rubbish. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of any tenant by the cleaning service or any other employee or any other person.
6. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon Common Areas or elsewhere within the Building/Project. The Common Areas and roof of the Building/Project are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be

prejudicial to the safety, character, reputation or interests of the Building/Project and its tenants. Tenant shall not enter or install equipment in the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Building/Project without the prior written consent of Landlord. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building/Project.

7. Without limitation upon any of the provisions of the Lease, Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Building/Project, without the prior written consent of Landlord, and as Landlord may direct. Upon removal of any wall decorations or installments or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall not lay linoleum or similar floor coverings so that the same shall come into direct contact with the floor of the Premises and, if linoleum or other similar floor covering is to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other materials soluble in water. The use of cement or other similar adhesive material is expressly prohibited. Floor distribution boxes for electric and telephone wires must remain accessible at all times.
8. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Building/Project, and appurtenances thereto, for any other purpose than the purpose for which they were constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water in interfering or tampering with the faucets or otherwise. If Tenant's servants, employees, agents, contractors, jobbers, licensees, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's expense, and Landlord shall not be responsible therefore.
9. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked; except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days, Tenant shall lock any entrance doors to the Building/Project or to the Premises used by Tenant immediately after using such doors. Tenant shall cooperate with energy conservation by limiting use of lights to areas occupied during non-business hours.
10. Employees of Landlord shall not receive or carry messages for or to Tenant or any other person, nor contract with nor render free or paid services to Tenant or Tenant's servants, employees, contractors, jobbers, agents, invitees, licensees, guests or visitors. In the event that any of Landlord's employees perform any such services, such employees shall be deemed to be the agents of Tenant regardless of whether or how payment is arranged for such services, and Tenant hereby indemnifies and holds Landlord harmless from any and all liability in connection with any such services and any associated injury or damage to property or injury or death to persons resulting there from.

11. All keys to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make duplicate copies of such keys. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Building/Project, the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such a change. The word "key" as used herein shall refer to keys, keycards, and all such means of obtaining access through restricted access systems.
12. For purposes hereof, the terms "Landlord", "Tenant", "Building/Project" and "Premises" are defined as those terms in the Lease to which these Rules and Regulations are attached. The term "Building/Project" shall include the Premises, and any obligations of Tenant hereunder with regard to the Building/Project shall apply with equal force to the Premises and to other parts of the Building/Project.
13. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of the Premises in the Building/Project; provided, that in the event of any conflict between these Rules and Regulations and the terms of the Lease, the terms of the Lease shall prevail.

## EXHIBIT "F"

### RENEWAL OPTIONS

Tenant may extend the Term for up two (2) renewal periods (each a "***Renewal Period***"), by written notice to Landlord (the "***Renewal Notice***") given no earlier than fifteen (15) nor later than twelve (12) months prior to the expiration of the initial Term (or the prior Renewal Period, as applicable), provided that at the time of such notice and at the commencement of such Renewal Period, (i) Tenant remains in occupancy of the Premises and no uncured Tenant event of default exists under the Lease. The first Renewal Period shall be for seven (7) years and shall sometimes be referred to as the "***First Extended Term***" and the second Renewal Period shall be for six (6) years and shall sometimes be referred to as the "***Second Extended Term***." Commencing with the first year of the First Extended Term and continuing during each lease year during a Renewal Period shall increase by the Consumer's Price Index based on the Consumer Price Index for All Urban Consumers (CPI-U) U.S. City Average, 1982/84=100; provided, however, that in no event shall the Base Rent increase by less than one and one-half percent (1.5%) per lease year or more than three and a half percent (3.5%).

By way of example, if Tenant exercises the first Renewal Period, the Base Rent for the first year during the First Extended Term shall be no less than \$497,676.99 and no more than \$507,483.44.

Notwithstanding the foregoing, if Tenant fails to make any payment as provided in Section III of **Exhibit "D"** of this Lease when due, then Tenant's right to exercise any Renewal Period shall be automatically deemed null and void notwithstanding Tenant's timely delivery of any Renewal Notice.



## EXHIBIT "G"

### PARKING AGREEMENT

#### PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_, 2024 (the "Effective Date"), by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Licensor"), and Greater Las Vegas Chamber of Commerce, a Nevada nonprofit corporation ("Licensee"). Licensor and Licensee, individually or collectively, are referred to herein as the "Party" or "Parties."

#### RECITALS

##### WHEREAS:

(A) Licensor and Licensee are entering into an Office Lease of even date herewith for certain premises located at 70 E. Bonneville, Las Vegas, Nevada (the "Lease").

(B) Pursuant to the terms of the Lease, the Parties shall enter into this Agreement to provide parking for Licensee, its employees, and guests on the Sites (as hereinafter defined).

(C) This Agreement sets forth the terms and conditions of Licensee's use on the Sites.

(D) The "Sites" are located at (i) 500 South Main, Las Vegas, Nevada, 89101, more commonly known as the "City Hall Garage" and bearing Clark County Assessor's parcel number 139-33-610-033; (ii) 350 S. City Parkway, Las Vegas, Nevada 89106, more commonly known as "City Parkway Garage" and bearing Clark County Assessor's parcel number 139-34-211-004; and (iii) 618 S 1<sup>st</sup> Street, Las Vegas, Nevada, commonly known as "Civic Lot" bearing Clark County Assessor's parcel number 139-34-311-013. The City Hall Garage and the City Parkway Garage are collectively known as "City Garage" or "City Garages" in this Agreement and for billing purposes.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual promises and covenants set forth herein, do agree as follows:

#### 1. Grant of License.

(a) Licensor does hereby license to Licensee, and Licensee does hereby license from the Licensor, the use of the Sites during the Term of the Lease for the purpose of parking by Licensee's employees and visitors, and for no other purpose without Licensor's prior consent, subject to the terms and conditions of this Agreement. The Sites are depicted on the site map attached hereto as Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The term of this License shall commence on the date the Premises is delivered to Licensee under the terms of the Lease and expire at 11:59 p.m. on the last day of the Term of the Lease (as the same may be extended in accordance with the terms thereof) (the "License Term").

(b) Licensor agrees to license to Licensee nonexclusive use of the Sites for non-reserved, non-exclusive parking using access cards to the Sites provided by Licensor as follows:

- Licensor will permit and issue to Licensee an unlimited number of access cards to be programmed for access on the City Garages, but will cap the number of vehicles using access cards on the City

Garages at a given time at the number of access cards paid for by Licensee pursuant hereto. Licensee will have the right to purchase up to forty (40) access cards at the standard monthly rate for the City Garages, subject to the discounts noted in this Agreement. The amount of purchased access cards will serve as a cap as to the number of Licensee's parkers permitted in the City Garages at any one time without having to pull a ticket for entry. In the event the cap of any permitted access card users are met at a given time, then any additional user beyond the cap entering into the City Garages at that time with an access card will be denied entry using the access card and will have to draw a ticket to enter the City Garages. By way of example only, if (i) there are one hundred (100) access cards issued and (ii) Licensee has purchased fifty (50) access cards, and (iii) fifty (50) access card users are in the City Garages, then any additional access card users beyond the initial fifty (50) at that time will be denied entry by use of the access card, including any access card which has been purchased by Licensee, and will be required to draw a ticket for entry. Licensee agrees that Licensors shall be under no obligation to provide any notice at such time as the maximum allowed entries into the City Garages have been met. Licensors agree that Licensee shall have the right to increase or reduce the number of access cards issued with no less than thirty (30) days written notice to Licensors.

- Licensors shall provide Licensee with two (2) reserved parking spaces in the City Hall Garage.
- Licensee agrees that it will pay for parking on the Sites in accordance with the terms hereof. Monthly parking on the City Garages will be at a cost to Licensee equal to (i) fifty percent (50%) of the from time-to-time posted regular monthly rate, per access card per month, times (ii) the number of parking access cards purchased by Licensee for a month. Monthly parking will be billed monthly in advance for the number of access cards Licensee elects to purchase plus any validation costs and event parking charges owed hereunder by Licensee for the prior month, and Licensee shall pay each monthly billing within five (5) calendar days of receipt of billing. As of the Effective Date, the posted regular monthly rate is Forty and 00/100 Dollars (\$40.00). Parking charges for the Civic Lot are paid same day by individual parkers by inserting applicable applicable vehicle information in the parking kiosk for the Civic Lot and paying the posted regular rate.
- Licensors agree that validations for visitor parking on the Sites can be arranged. The rate for validated Licensee visitor parking will be fifty percent (50%) of the from time-to-time posted regular hourly rates. As of the Effective Date, the posted hourly rate is Two and 00/100 Dollars (\$2.00) with a daily maximum of Ten and 00/100 Dollars (\$10.00).
- Licensors agree that event parking on the Sites can be arranged. The rate for event parking will be fifty percent (50%) of the from time-to-time posted regular hourly rates. An event rate is triggered by any event conducted outside the Licensee's normal business hours (currently Monday - Friday 7:00 am – 5:30pm). Licensors agree that in connection with non-profit events held by Licensee or in conjunction with Licensee, the parking rate for non-profit event attendees will be a flat event parking rate set by Licensors and validations will be requested for such events through the City of Las Vegas Parking Services. As of the Effective Date, the rate is Six and 00/100 Dollars (\$6.00).
- Licensors shall provide Licensee with seven (7) reserved parking spaces in the Civic Lot which spaces shall be reserved for Licensee's use Monday through Friday from 6 a.m. to 6 p.m. Licensee shall pay Licensors fifty percent (50%) of the then-current monthly market rate for each such reserved parking space. Other than as set forth in the preceding sentence, Licensee agrees the Civic Lot will only be used as overflow when the City Garages are at capacity. Licensors has disclosed to Licensee that Licensors does not own the Civic Lot and, accordingly, the Civic Lot may not be available for Licensee parking during the entirety of the Lease Term in the event that

the lease or other agreement pursuant to which Licensor has the right to operate the Civic Lot expires or terminates.

**2. Intentionally Omitted.**

**3. License Fee.** In exchange for the use of the Sites, Licensee shall pay fees for parking on the Sites as described above.

**4. Conditions Precedent to Use of Sites.** Licensee covenants and agrees to perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition to Licensee's use of the Sites pursuant to this Agreement.

**5. Default.** Licensee covenants that if Licensee fails to (i) pay for the access cards used by Licensee or (ii) comply with any Rules and Regulations related to parking established by Licensor in accordance with the terms of the Lease, and in either case, such failure continues for five (5) days after written notice from Licensor, Licensor may revoke Licensee's right to use the Sites until Licensee pays such amounts owed or complies with the applicable Rules and Regulations. In the event of any other default by either party under the terms of this Agreement, the terms of Section 19.1 and Section 19.5, as applicable, shall apply.

**A. 6. Inspection of Sites.** Except as expressly set forth in the Lease, Licensee acknowledges and agrees that (i) Licensee is relying entirely on Licensee's own investigations and examinations as to any and all matters including the suitability of the Sites and Sites for Licensee's intended use, (ii) it has performed any and all inspections Licensee deems necessary or appropriate for Licensee to be satisfied with the acceptability of the Sites, (iii) any information provided or made available to Licensee by Licensor, or its officers, employees, agents, brokers, representatives, or others was obtained from a variety of sources and Licensor has not made any independent verification of such information and makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available solely as a courtesy, and that Licensee had the sole responsibility for determining the existence or nonexistence of any fact material to Licensee's decision to enter into this Agreement, and (iv) Licensor is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to any of the Sites or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Licensee acknowledges that its use of the, if any, of the Sites hereunder is on an "as-is" "where-is" and "with all faults" basis without any implied warranties.

**7. Improvements to Sites.** No work or improvements to the Sites shall be performed by Licensee without prior consent of Licensor.

**8. Care of Sites.** Licensor at all times shall maintain full responsibility for all on-going maintenance and repairs of the Sites including evaluation and repair to cracks, potholes, chips and other surface imperfections, painting, repair and maintenance of lighting, fire suppression systems, etc.

**9. Security/Parking.** Licensee acknowledges that Licensor shall not be responsible for providing any security to the Sites except for Licensor's roving security programs and that there will be no on site security for the Sites. In the event Licensee desires additional security, Licensee will be responsible to provide such security at its sole cost and expense. Licensee agrees that Licensor shall have no obligation to provide any additional security in connection with Licensee's use of the Sites or the Sites under this Agreement. Except as expressly set forth in the Lease, Licensee hereby releases Licensor from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) (collectively "Claims") which (i) are incident to, arise from or are in any way connected with Licensee's, Licensee's employees' and/or Licensee's invitees' and guests' use or occupancy of the Sites, for personal damages or personal injuries or property damage, including, without limitation, any damages to vehicles or any contents in a vehicle or any Claims relating to the towing

by Licensor of vehicles, except to the extent arising from the gross negligence or willful misconduct of Licensor, its agents, employees or contractors.

**10. Access to Sites.** The Licensor reserves free access and the right to enter and park in any non-reserved spaces of any portion of the Sites.

**11. Objectionable Persons.** The Licensor reserves the right to eject any objectionable person or persons from the Sites or any part thereof, if in the sole determination of the Licensor, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the Licensor and the City of Las Vegas Deputy City Marshals Unit, Licensee specifically waives any right to any claim for damages against the aforementioned parties for such actions. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action in regard to any cause to which this Section applies.

**12. Casualty.** If the Sites or any portion thereof shall be destroyed or damaged by casualty so as to prevent the use of the Sites for the purposes and during the periods specified in this Agreement, the terms of the Lease regarding casualty damage and destruction shall apply. Licensor shall, within a reasonable time, provide notice to Licensee of any event to which this Section applies.

**13. Evacuation.** It is mutually agreed by the Parties that in the event the Sites, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, Licensee shall and does hereby release the Licensor, its officers, employees and agents from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate, except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees, agents or contractors. Under emergency circumstances, Licensor, or its designee, shall regain complete control of the Sites. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action with respect to emergency evacuation.

**14. Assignments.** Neither this Agreement, nor any rights of the Licensee granted hereunder, may be assigned by the Licensee separate from its rights under the Lease and without the written consent of the Licensor, which may be withheld by Licensor in accordance with the terms of the Lease.

**15. Binding Effect of Agreement.** All terms and conditions of this Agreement shall be binding upon the Parties, their heirs or representatives and permitted assigns and cannot be varied or waived by any oral representation or promise or any agent or other person of the Parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the Parties who executed this Agreement.

**16. Governing Law/Merger Clause.** The Parties to this Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada and the laws of the State of Nevada shall apply. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the Parties hereto. This Agreement together with the Lease constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Agreement shall be construed to have been drafted by all Parties hereto.

**17. Disputes.** In the event of a dispute arising under this Agreement, the Parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes that cannot be informally resolved shall be governed by the terms of the Lease.

**18. Sub-licensing of Sites.** The Licensee may not sub-license any portion of the Sites separate from subleasing or sublicensing of Licensee's rights under the Lease, which shall be subject to Licensor's consent to be given in accordance with the terms of the Lease.

**19. Legal notices.** All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise, in which case notice may be given telephonically, followed by written notice as provided under this Section 19. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when received by the Party to whom it is directed by personal service, hand delivery, traceable courier, and facsimile with confirmation of transmission, electronic transmission by email or U.S. mail via certified mail-return receipt requested at the following addresses:

If to the LICENSOR: Dina Babsky, Acting Director  
City of Las Vegas  
c/o Economic and Urban Development Department  
495 South Main Street, 6th Floor  
Las Vegas, Nevada 89101-2986  
Fax: 702-385-3128  
Email: [dbabsky@lasvegasnevada.gov](mailto:dbabsky@lasvegasnevada.gov)

With a copy to: John Ridilla, Deputy City Attorney  
City of Las Vegas, Nevada  
c/o City Attorney Office  
495 South Main Street, 6th Floor  
Las Vegas, Nevada 89101-2986  
Fax: 702-386-1749  
Email: [jridilla@lasvegasnevada.gov](mailto:jridilla@lasvegasnevada.gov)

If to the LICENSEE: Before Commencement of the License Term:  
575 Symphony Park Avenue, Suite 100  
Las Vegas, Nevada 89106  
Attention: President and CEO

After Commencement of the License Term:  
70 E. Bonneville Avenue  
Suite TBD  
Las Vegas, Nevada 89101  
Attention: President and CEO

Licensee and Licensor shall notify the other Party in writing of any change in their respective information stated above.

**20. Waiver.** Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of either Party to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the non-defaulting to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be regarded as a waiver of any other or subsequent breach of this Agreement.

**21. Agreement Section Headings:** The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.



21. **Integration:** This Agreement together with the Lease represents the entire and integrated agreement between the Parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

23. **Disclosure of Principals:** Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "B" hereto, all principals, including partners, of Licensee, as well as all persons and entities holding more than a one percent (1%) interest in Licensee, or any principal of Licensee. If Licensee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to Exhibit "B," the requirement of this Section shall be satisfied.

24. **Counterparts; Electronic Delivery:** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

25. **Capitalized Terms:** Capitalized terms used and not defined herein shall have the meanings assigned thereto in the Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
Mike Janssen, City Manager

Approved as to form:

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

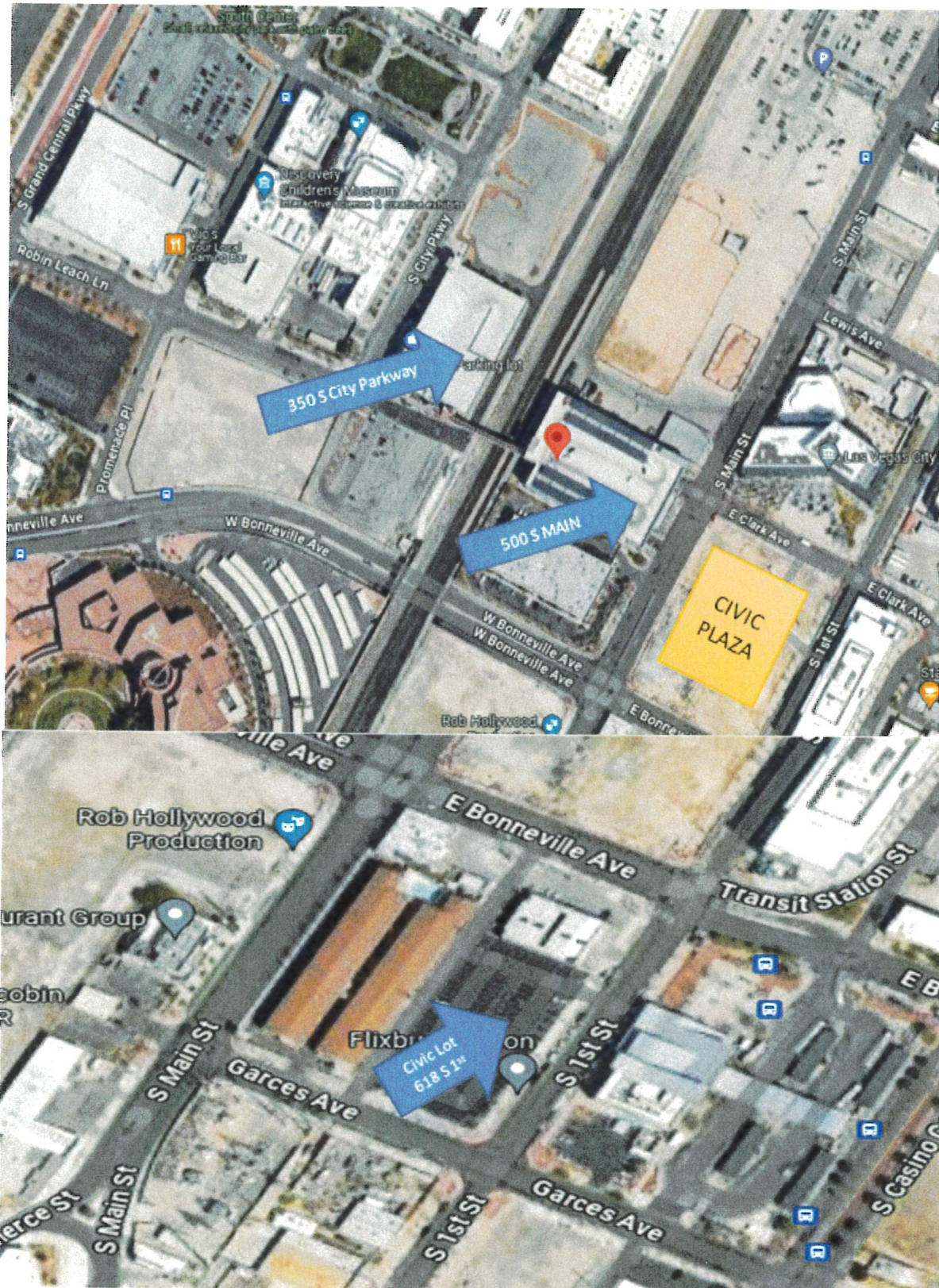
GREATER LAS VEGAS CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Mary Beth Sewald, President & CEO



EXHIBIT "A"

SITES MAP



## EXHIBIT "B"

### CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

#### **1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

#### **2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

#### **3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

#### **4. Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.



**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS**  
**(CONTINUED)**

<b>Block 1</b>	<b>Contracting Entity</b>
Name:	_____
Address:	_____
Telephone:	_____
EIN or DUNS:	_____

<b>Block 2</b>	<b>Description</b>
Subject Matter of Contract/Agreement:	
Parking License Agreement	
RFP #:	

<b>Block 3</b>	<b>Type of Business</b>
Individual	Partnership
Limited Liability Company	Corporation

<b>Block 4</b>	<b>Disclosure of Ownership and Principals</b>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	<b>FULL NAME/TITLE</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals–Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_.

**Block 5**   **Disclosure of Ownership and Principals—Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached  
Document:

Date of Attached  
Document:

Number of Pages:

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public