

**LEASE AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS AND HENNESSY FOUNDATION**

THIS LEASE AGREEMENT (“Lease”) is made and entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the “City” or “Landlord”) and MARTY HENNESSY INSPIRING CHILDREN FOUNDATION, a Nevada non-profit corporation (the “Foundation” or “Tenant”). Landlord and Tenant are sometimes collectively referred to herein as the “Parties”.

This Lease is effective on the date signed by the City and Foundation, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the “Effective Date”).

RECITALS

WHEREAS, the City and Foundation entered into that certain Lease Agreement dated June 5, 2019 for the lease of certain real property and building improvements (the “Real Property” and Building Improvements,” respectively), located at Lorenzi Park, addressed as 3339 West Washington, Las Vegas, Nevada 89106, Assessor’s Parcel Number 139-29-301-003 (collectively, the Property and Building Improvements are referred to herein as the “Premises”) depicted on Exhibit A; and

WHEREAS, City desires to continue to lease the Premises of approximately Two Thousand Two Hundred and Eighty Six Square Feet (2,286 SF) and outdoor shed area to Tenant to assist the Foundation, as a 501(c)3 tax-exempt organization, in furthering its non-profit purposes; and

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

WHEREAS, the Parties mutually desire to enter into this new Lease.

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

AGREEMENT

**ARTICLE 1.
DEMISE OF LEASED PREMISES AND TERM**

1.1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to the terms, conditions, benefits, and rights hereinafter set forth.

1.2. PRIMARY TERM. Unless earlier terminated in accordance with the terms in this Lease, the Primary Term shall be for a term of one (1) year, commencing on July 1, 2024, (the “Commencement Date”) and terminating on June 30, 2025 (“Expiration Date”).

1.3. OPTION TERM. At all times during which this Lease is in force and effect, and if Tenant is not in default of this Lease, Tenant may request to extend this Lease for an additional four (4) terms of one (1) year each (the “Option Term”) by giving a written request addressed to the attention of the City’s Real Estate Manager at least ninety (90) days prior to the expiration of the Primary Term or Option Term, and upon receiving such request, Landlord shall provide written notification of approval or denial of the Option Term within thirty (30) days of receipt of the request. Landlord’s approval of the Option Term shall not be unreasonably withheld, delayed, or conditioned.

1.4 **HOLDOVER TERM.** Any holding over by the Tenant, with Landlord's consent, after the expiration of the Lease Term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice. . If the Tenant holds-over, Rent will increase one hundred percent (100%), the effect being that the Rent will double the rent immediately paid prior to the hold-over period, with such increased amount to be applied for the first month of the hold-over tenancy and thereafter. Any such hold-over shall not last more than six months, and at the expiration of six months after the original expiration of this Lease, the Tenant must immediately surrender the Real Property to the Landlord in the same manner as provided by paragraph 3.2, below.

"Lease Term" as used herein refers collectively to the Primary Term, Option Term, if any, and Holdover Term, if any.

1.5. **TERMINATION.** In addition to other termination provisions contained in this Lease, the City may terminate this Lease for any or no reason by providing thirty (30) days written notice to the Foundation.

ARTICLE 2 RENT; TAXES

2.1. **RENT.**

A. Tenant shall pay to Landlord monthly rent for the Premises in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), payable on the Commencement Date and monthly thereafter on the first (1st) day of each month (the "Rent"). Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction, or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord. In the event the Commencement Date of this Lease is not the first day of a calendar month, Rent shall be prorated on a per diem basis for the calendar month in which the Lease Term begins. For convenience, Tenant may pre-pay Rent for any Lease Term.

Rent shall be adjusted annually on July 1 of each calendar year by a percentage, rounded to the nearest hundredth of a percent, of increase in the annual average of the Consumer Price Index (CPI)—All Urban Consumers (U.S. City Average, All Items, Base Period 1982-84=100, Not Seasonally Adjusted, Series ID: CUUR000SA0, as published by the U.S. Department of Labor, Bureau of Labor Statistics) between the most recent twelve-month period ending on December 31 as compared to the prior twelve-month period ending on December 31, or the nearest comparable data on changes in the cost of living, if such index is no longer published.

B. In addition to Rent, Tenant shall pay to Landlord a non-refundable key fee of Twenty-Five Dollars (\$25) per key. If Tenant requests a lock core change for any interior or exterior doors to the Premises, the fee paid by Tenant to Landlord shall be Thirty Dollars (\$30) per lock core.

2.2. **REAL PROPERTY TAXES AND ASSESSMENTS.** Tenant shall pay or cause to be paid all taxes and assessments as they come due which (a) are or may become a lien on the Premises or which are assessed against or imposed upon the Premises or (b) are charged against trade fixtures, utility installations, furnishings, equipment, or any other personal property belonging to Tenant. Tenant shall furnish Landlord with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment with receipts to follow promptly after they become available) showing payment of such taxes and assessments at least fifteen (15) days following Landlord's request therefor. Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any asserted tax or assessment so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the tax and that nonpayment of such tax or assessment will not result in the sale, loss, forfeiture or diminution of the

Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the taxes, assessments, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Premises may be sold, lost or forfeited.

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

2.4. LANDLORD RECEIVES STATEMENT OR BILL. Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) business days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

ARTICLE 3 DELIVERY/ACCEPTANCE AND SURRENDER OF PREMISES

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

3.2. SURRENDER OF PREMISES. At the expiration of any Lease Term or the earlier termination of this Lease, Tenant will surrender possession of the Premises and any Improvements and deliver the same to Landlord in good order, condition and repair, ordinary wear and tear, casualty, condemnation, and acts of God excepted, in each case shall automatically vest in, revert to (as applicable) and become the property of Landlord, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any Improvements from the Premises without the express written consent of Landlord, and Tenant shall have no obligation to remove any (a) Existing Building Improvements or (b) any Improvements permitted to be constructed or installed on the Premises by Tenant under this Lease. Notwithstanding the foregoing, at the option of Landlord, Tenant shall raze all or any portion of any Improvements not permitted to be constructed or installed on the Premises by Tenant under this Lease and that are designated by Landlord in writing to Tenant to be razed at least six (6) months prior to the expiration of the Lease Term or within thirty (30) days after any early termination of this Lease, and in such event, Tenant shall surrender the Premises free

and clear of any such Improvements so designated. In the event Tenant does not surrender possession of the Premises to Landlord as provided above, Landlord shall use all means to evict Tenant from the Premises.

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

All of Tenant's trade fixtures, furniture, furnishings, and other personal property not permanently affixed to the Premises (collectively referred to as "Tenant's Personal Property") shall be and remain the property of Tenant during the Lease Term. During the Lease Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Premises resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during the entire Lease Term such Tenant's Personal Property as necessary in order to operate the Premises in accordance with the terms of this Lease.

ARTICLE 4 USE AND OPERATIONS OF PREMISES

4.1. **TENANT'S AND COVENANT TO OPERATE PREMISES.** Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to Tenant's non-profit activities. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of Landlord. Tenant covenants that the Premises will be continually operated as office space to conduct Tenant's non-profit activities. Additional uses not contemplated herein are subject to the review and approval by the Landlord, which shall not be unreasonably conditioned, delayed or withheld. Tenant agrees that the abandonment of the Premises by Tenant shall constitute a Tenant Event of Default under this Lease. Tenant further agrees that in the event Tenant fails to use the Premises for a period of sixty (60) consecutive days, Tenant shall be deemed conclusively to have abandoned the Premises.

4.2. **USE RESTRICTED.** Tenant shall use the Premises only to conduct activities that are substantially related to the non-profit purposes constituting the basis for the Landlord entering into this Lease under NRS 268.053. Tenant shall not construct or permit any use of the Premises for any commercial purpose, excepting those limited commercial purposes operated by Tenant, its agents or a permitted third party that directly support Tenant's operations. Tenant may permit temporary and short-term commercial special events provided that Tenant or its agents obtain the necessary approval(s) and permit(s) from the appropriate governmental authority. If Tenant's use of the Premises for anything other than operations as a non-profit or for any unpermitted purpose, Tenant shall have thirty (30) days to remove such unpermitted use from the Premises upon written notice from Landlord. If the unpermitted use is not removed with thirty (30) days after such written notice from Landlord, this Lease shall terminate and Tenant shall surrender the Premises to Landlord pursuant to the terms of this Lease.

4.3. **CHANGES TO PREMISES.** Tenant may be permitted to make changes to the Premises to support and enhance Tenant's operations if such changes are approved in writing by the Landlord prior to work commencing. All changes shall comply with all applicable laws, codes, and regulation, including any special requirements that may result from the potential historical designation of the Existing Building Improvements.

4.4. **PROHIBITION ON LIENS.** Tenant shall pay when due all claims for labor and material furnished to the Premises other than any claims caused by or for the benefit of Landlord. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Premises by Tenant or on its behalf. Landlord may elect to record and post notices of non-responsibility on the Premises. Tenant

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

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

4.5. MAINTENANCE OF THE PREMISES.

A. Tenants Obligations. Tenant shall maintain the Premises and Tenant's Personal Property, and every part thereof, in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Premises. Tenant shall further not suffer or permit any person to commit any waste on the Premises.

Tenant shall be responsible for the landscape maintenance within the Premises fenced areas.

B. Landlord's Obligations. Landlord is responsible for providing janitorial, heating, cooling, plumbing, water and electrical services to the Premises, and shall keep such systems, equipment, and fixtures in good condition and repair so as to provide reasonably comfortable working conditions in the Premises.

4.6. UTILITIES. Landlord shall be responsible for the cost of heating, cooling, electricity, water, sewer, common area maintenance, janitorial services including for the Premises. Tenant shall be responsible for all costs of telephone, cable, alarm and other telecommunication services at the Premises. Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises unless caused by the Landlord's negligent acts or willful misconduct.

4.7. COMPLIANCE WITH THE LAW. Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Premises in any manner which violates any laws, ordinances, or

regulations of the United States; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Premises.

4.8. INSPECTION. Landlord or its officer, employees, contractors and agents may enter the Premises during normal business hours after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required), to examine the Premises to determine compliance with the terms of this Lease.

4.9. SIGNAGE. Any new signage installed by Tenant shall be professionally fabricated and installed in accordance with the City's Municipal Code and design guidelines at the sole cost of Tenant and must be approved by the Landlord prior to installation.

ARTICLE 5 ASSIGNMENT AND SUBLETTING

5.1. ASSIGNMENT PROHIBITED. Tenant shall not transfer or assign this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

5.2. CONSENT REQUIRED. Any assignment or subletting without Landlord's consent, in its sole discretion, shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

5.3. LANDLORD'S RIGHTS IN THE EVENT OF ASSIGNMENT. In the event that Landlord consents to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed Five Hundred Dollars (\$500), incurred in connection with processing documents necessary to the giving of such consent.

ARTICLE 6 LEASEHOLD ENCUMBRANCES

6.1. NON-SUBORDINATION. The fee estate in the Property and Landlord's interest under this Lease shall not be subordinate to, and Landlord shall not be required to subject its fee estate and interest in the Premises or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage.

6.2. NO RIGHT TO ENCUMBER. Tenant has no right to hypothecate, pledge, encumber or mortgage its interest in this Lease, the leasehold estate in the Premises created hereby, or any part or parts thereof or interest therein.

ARTICLE 7 INDEMNIFICATION

7.1. INDEMNITY.

A. Tenant shall indemnify and hold harmless Landlord and its Mayor, Council Members, officers, employees and agents of Landlord (collectively, the "Landlord Parties") from and against all

claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "Losses") arising from or in connection with any of the following during the Lease Term (i) Tenant's use of the Premises, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Article shall survive any termination of this Lease.

B. The Landlord Parties shall not be liable for any and all Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant, its board members, officers, employees, agents, volunteers, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Premises; (e) the interruption for any reason in the use of the Premises; (f) the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Without limiting the foregoing, the Landlord Parties shall not be liable for any and all Losses arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Premises or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Premises; or (x) any act or omission of the Parties (other than Landlord or the Landlord Parties) nor, unless otherwise permitted under this Lease, shall any of the foregoing work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default.

ARTICLE 8 INSURANCE

8.1. INSURANCE GENERALLY. Tenant will provide Landlord with copies of all insurance policies and renewals of insurance policies. All insurance policies will also contain endorsements providing that they will not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier without at least thirty (30) days' prior written notice to Landlord. Landlord will be entitled to participate in the settlement or adjustment of any losses covered by the policies of insurance.

8.2. TENANT'S LIABILITY INSURANCE. Prior to its use of the Premises, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Commercial General Liability Insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance shall be written on an "occurrence" basis and shall include Fire Legal Liability and Premises Medical Payments and Broad Form Contractual liability insurance coverage insuring all of Tenant's indemnity obligations under this Lease. Such coverage shall also contain endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including employees as additional insureds; (iii) providing for coverage of employer's automobile non-ownership liability; and (iv) providing a care custody and control endorsement. Commercial General Liability Insurance shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000) and a general aggregate limit of at least Two Million Dollars (\$2,000,000). Such coverage shall be written to apply to all bodily injury, property damage, personal injury, and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add Landlord (City of Las Vegas), its Mayor, council members, officers, directors, employees, and agents as additional insureds, and provide that such coverage shall be primary and that any insurance maintained by Landlord shall be excess insurance only. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or void coverage to the other named insureds; and shall afford coverage for all claims based on acts, omission, injury, and damage, which claims occurred or arose (or the onset of which occurred or arose in whole or in part) during the policy period.

Defense costs shall be provided and shall be in addition to the limits required. Such Liability coverage shall also include a waiver of subrogation in favor of City and its Mayor, council members, officers, directors, employees and agents. There shall be no deductible on the General Liability Insurance policy unless agreed to in writing by City.

8.3. TENANT'S AUTOMOBILE INSURANCE. Prior to its use of the Premises, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired autos, in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence, combined single limit, written on an occurrence form, including coverage, as applicable, for mobile equipment. Such insurance may be satisfied through a combination of primary and excess liability coverage.

8.4. TENANT'S WORKMAN'S COMPENSATION INSURANCE. Prior to its use of the Premises, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Workers Compensation insurance that shall meet or exceed the statutory requirements set by the State of Nevada and shall include Employer's Liability insurance. The Employer's Liability insurance shall afford a limit of not less than ONE MILLION DOLLARS (\$1,000,000).

8.5. TENANT'S PROPERTY INSURANCE. Tenant shall also maintain at its own cost and expense an "All Risk" property insurance policy excluding any co-insurance provision in an amount adequate to cover the full replacement cost of all building improvements, equipment, installations, fixtures, supplies, contents, and belongings in and on the Premises. The policy shall be endorsed with ISO endorsements, specifying coverages for additional cost of contingent liability from operation of building codes, increased cost of construction, debris removal, and demolition costs. The policy shall base valuations for loss on a replacement costs basis, valued at the time of loss. Such policy shall at least provide coverage for the perils

of fire, water damage, vandalism, and plate glass. Coverage for flood shall be provided, if available. The deductible shall not be more than Fifty Thousand Dollars (\$50,000) per occurrence for flood coverage and Five Thousand Dollars (\$5,000) per occurrence for all other perils, unless otherwise agreed to in writing by Landlord.

**ARTICLE 9
DAMAGE OR DESTRUCTION OF PREMISES; CONDEMNATION**

9.1. LANDLORD'S REMEDIES. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the Rent shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if: (a) the Premises by reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) the common areas of the Premises are damaged, whether or not the Premises are damaged, to such an extent that the Premises cannot in the reasonable judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for Rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of Rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall use its insurance proceeds to repair and re-fixtue the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

9.2. TENANT'S REMEDIES. The Tenant may, notwithstanding the foregoing, terminate this Lease effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item Article 9.1 above. If Tenant terminates this Lease, it shall have no further obligation to pay Rent or be obligated to make any other payments to Landlord or perform any other term or condition of the Lease other than remove Tenant's Personal Property in accordance with the terms herein upon the date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Lease.

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

**ARTICLE 10
DEFAULTS BY TENANT; REMEDIES**

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

A. Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

B. Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice;

C. Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Tenant shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

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

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

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

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

C. Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be

permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

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

10.3. **TERMINATION REQUIRES SPECIFIC NOTICE.** Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to Articles 10.2(A) and 10.2(B), or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

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

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

10.6. **LEGAL PROCEEDINGS.** Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (i) any Tenant Event of Default, whether or not suit is commenced or judgment entered or (ii) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

ARTICLE 11 LANDLORD'S DEFAULT; REMEDIES

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

A. Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant; and

B. Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; and

C. Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty

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

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

A. Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

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

ARTICLE 12 MISCELLANEOUS

12.1. INCORPORATION OF TERMS. Exhibits referenced herein and attached hereto are incorporated into this Lease by reference and made a part hereof.

12.2. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

12.3. SUCCESSORS AND ASSIGNS. The Parties that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted successors and assigns.

12.4. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Rent or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy, or avoid such event.

12.5. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. The City's consent to or approval of any act by the Tenant's requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

12.6. NOTICE. All notices required or permitted under this Lease shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to

construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

12.11. CAPTIONS; INTERPRETATION. The captions and article numbers appearing herein are for convenience only, are not operative parts of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

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

12.13. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledge that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

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

12.15. AMENDMENT OR MODIFICATION. Upon approval of this Lease by the City Council and after it has been fully executed by signature of all Parties, the Real Estate Administrator shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this Lease. This may include amendments, changes of address, adjustments to monetary revenue or expenditures not to exceed TEN THOUSAND DOLLARS (\$10,000), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office.

12.16. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, and 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, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

12.17. TIME IS OF THE ESSENCE Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

12.18. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit B, all board members of Hennessy Foundation. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]

**LEASE AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND MARTY HENNESSY INSPIRING CHILDREN
FOUNDATION**

Signature Page

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

“LANDLORD”

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: _____

Deputy City Attorney

Date

4/10/24

Date of Execution by Landlord: _____

Date of Execution by Landlord:

"TENANT"

MARTY HENNESSY INSPIRING CHILDREN
FOUNDATION

By



Name:

Trenton Alenik

Title of:

Authorized Representative:

CEO

Date:

April 9, 2024

EXHIBIT A

DEPICTION OF PREMISES

[SEE ATTACHED]

EXHIBIT A



Prepared by the City of Las Vegas
Real Estate Section
Date: 4/25/2019

EXHIBIT B

DISCLOSURE OF PRINCIPALS

[SEE ATTACHED]

