

LEASE AGREEMENT

Historic Westside School

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2025, by and between the CITY OF LAS VEGAS ("Landlord") and THE Chef Jeff Project, a non-profit 501C3. ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties."

WITNESSETH:

WHEREAS, Landlord is the owner of the project located at 350 West Washington Avenue (the "1948 Building") Suite 122 in Las Vegas, Nevada, located as shown on Exhibit "A" attached hereto (collectively, the "Project"); and

WHEREAS, Landlord desires to Lease to Tenant, and Tenant desires to Lease from Landlord, office space at the Project;

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Parties agree as follows:

1. LEASE OF PREMISES

Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord in accordance with the provisions of this Lease (including Tenant's parking rights under Section 38 below), a combined total of one thousand (1,000) square feet of gross leasable area in the Project (the "Premises") as depicted in Exhibit "B" attached hereto, and further described below:

- A. **Suite 122 (1948 Building) – one thousand (1,000) square feet of gross leasable area.**

The portion of Premises Leased is only used for a Permitted Use as defined in Section 11.0A below.

Tenant agrees that Landlord and any authorized representative of Landlord (the "Landlord Representative") shall have the right at all reasonable times to enter upon and to examine and inspect the Premises so long as Landlord does not unreasonably disrupt Tenant's business operations. Tenant further agrees that Landlord and any Landlord Representative shall have such rights of access to the Premises as may be reasonably necessary to cause the proper maintenance of the Premises in the event of failure by Tenant to perform its obligations hereunder.

Tenant acknowledges and agrees that Landlord's right of occupancy of the Premises, and its right to Lease the Premises to Tenant, may be terminated under the circumstances such as failure to comply with terms including but not limited to operational terms, maintenance of premises, or compliance with local laws and regulations.

2. **TERM OF LEASE.**

Unless earlier terminated pursuant to the terms of this Lease, this Lease shall be for a term of one (1) year (the "Term"), beginning on the Commencement Date, as defined in Section If Landlord is unable to timely deliver the Premises by the Commencement Date, Tenant shall make no other claim against Landlord for any such delay or have any right to terminate this Lease unless such delay exceeds one hundred eighty (180) days.

3. **LEASE COMMENCEMENT DATE.**

The Lease Commencement Date (herein "Commencement Date") of the Term shall be the date of City Council approval of Lease Agreement. The term "Lease Year" as used herein shall mean each twelve (12) full calendar month period starting on the Commencement Date and on each anniversary date of the Commencement Date.

4. **RENT.**

Landlord agrees that there shall be no rent of any sort payable by Tenant under this Lease, notwithstanding anything to the contrary contained herein.

5. **COMMON AREA MAINTENANCE (CAM) EXPENSES.**

Landlord agrees that Tenant shall not be obligated to pay and/or reimburse Landlord for any costs whatsoever related to maintaining and operating the Building and Project, including without limitation, any common area maintenance and/or operating costs.

6. **CONDITION OF PREMISES.**

Tenant hereby agrees that it is accepting the Premises in their current state of improvement and condition and has fully investigated the suitability of the Premises for Tenant's intended use of the Premises. Tenant acknowledges that its Lease of the Premises is on an "as-is" "where-is" and "with all faults" basis without any implied warranties. Landlord agrees to provide any funds or services for the improvement or alteration of the Premises.

7. **TENANT PRESENTATIONS.**

The Tenant represents, covenants and warrants to the City as follows:

A. **DUE ORGANIZATION AND EXISTENCE.**

Tenant is deemed to be a non-profit 501 (c)(3) agency and has the power to enter into this Lease and has duly authorized the execution and delivery of this Lease. If at any time Tenant loses said 501(c)(3) status, Tenant must immediately notify Landlord.

B. **AUTHORIZATION.**

This Lease and all agreements and instruments contemplated by this Lease to which Tenant is a party or signatory have been duly authorized, executed, and delivered by Tenant and constitute the legal, valid and binding obligations of Tenant enforceable in accordance with their terms. All requisite

organizational action of Tenant has been taken to authorize the execution, delivery, and performance of this Lease and all transactions contemplated hereby.

C. NO VIOLATIONS.

Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Tenant is now a Party or by which Tenant is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Tenant, or upon the Facility.

8. SERVICES.

A. LANDLORD'S OBLIGATIONS.

Landlord shall provide all janitorial and maintenance services with respect to the exterior of the Project as well as common areas (including common restrooms and hallways), maintenance of the landscaped areas, as well as parking lot and sidewalks. In addition, Landlord shall cause the removal of trash and rubbish from the designated central collection area for said items. Also, Landlord will provide for the exterior security of the project through periodic City Marshal patrols seven (7) days per week. Exterior security measures will be subject to change as required by Landlord. In addition, Landlord agrees to provide at its cost the following janitorial services on Monday, Wednesday, and Friday (excluding holidays) which will consist of (i) vacuuming all carpeted floors, (ii) removal of trash from trash receptacles and replacement of plastic liners, (iii) removal of recyclables if in a separate bin, (iv) clean door push plates, trim and handles; and (v) dust and/or spot clean all exposed furniture tops and shelves.

- a. Landlord agrees to provide any funds (the "Project Costs") or services for the improvement or alteration of the Premises and programming occurring on-site.
- b. Landlord will provide security or other protection services for the interior of the Premises and for the exterior security of the Project.
- c. Landlord agrees to reasonably cooperate with the Tenant in the design of improvements.
- d. Landlord agrees to procure all necessary permits, licenses, and environmental clearances necessary for the "Project."
- e. The Landlord will provide to the Tenant, promptly upon receipt, copies of all Leases for the Facility.

B. TENANT OBLIGATIONS.

Tenant acknowledges that Landlord will not be providing programming at the site. Tenant acknowledges that security or other protection services are provided by the Landlord. Tenant acknowledges that no alterations of Premises may be made without authorization from Landlord.

- a. Tenant agrees to connect young adults in underserved populations and geographies with culinary training.
- b. Tenant agrees to report any damages or safety issues on "Premises."
- c. Tenant agrees to provide Landlord with any permits or verifications necessary for operation on "Premises."

- d. Reconcile any reimbursements for "Project Costs" incurred out of pocket.
- e. Tenant agrees to obtain written consent from Landlord for any out-of-pocket costs before purchasing items.
- f. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any applicable Laws. At its sole cost and expense, Tenant shall promptly comply with all such Laws. Should any Laws now or hereafter be imposed on Landlord or Tenant by a state, federal, or local governmental body charged with the establishment, regulation, and enforcement of occupational, health, or safety standards for employers, employees, landlords, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Laws.
- g. Tenant shall not cause or permit any Hazardous Material to be generated, handled, manufactured, produced, installed, maintained, brought upon, transported through or across, used, stored, treated, spilled, released, removed, or disposed of in, on, from or about the Premises or Project Property by Tenant, its agents, contractors, employees, affiliates, sublessees or invitees, without obtaining Landlord's prior written consent; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Materials (a) to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in the Tenant's operations.

The term "Hazardous Material" means any flammable item, explosive, radioactive material, hazardous or toxic substance, product, byproduct, compound, substance, chemical, material or waste or related materials, including, without limitation, asbestos, printing inks, acids, pesticides, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products, fuel additives, any substances defined as, regulated for being, or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" and any other material, now or subsequently regulated under any federal, state or local laws, regulations or ordinances, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons and/or whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or environmental Laws; or (c) a basis for liability to any governmental authority or third party under any regulatory, statutory or common law theory.

9. UTILITIES.

Landlord agrees to provide, at Landlord's cost, electrical service, gas service, water service and wireless services to the Premises. Tenant shall not use any equipment or devices that utilize

excessive amounts of electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. REPAIRS AND MAINTENANCE.

A. LANDLORD.

Landlord will maintain and repair in a manner generally consistent with the maintenance and repair of similar properties controlled by Landlord, the exterior and structure of the Project, including: (i) electrical, plumbing, HVAC components and all building systems and/or fixtures serving the Premises; (ii) roof and all structural components, including walls and foundation of the Premises; and, (iii) all common areas and elements of the Project (including but not limited to the connections for all utilities). Landlord may enter the Premises after two (2) days prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair. If Landlord fails, after receiving thirty (30) days prior written notice from Tenant, to cure such default (except that, in an emergency, Tenant need not provide such notice or period to cure), Tenant may contract with appropriate service professionals to perform the maintenance and repairs. Tenant shall submit paid invoices (with proof of payments) for the costs of any professional services relative to said maintenance and repairs to Landlord for reimbursement. Subject to Landlord's review and approval of any paid invoices, Landlord will reimburse Tenant within thirty (30) days of receipt of each paid invoice.

B. TENANT.

Tenant will keep the Premises in good repair and condition at all times. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good repair and clean condition at all times. If Tenant fails after receiving thirty (30) days prior written notice from Landlord to cure any default of this obligation (except that, in an emergency, Landlord need not provide such notice or period to cure), Landlord may enter into the Premises and perform the maintenance and repairs and charge the costs to Tenant.

11. USE OF PREMISES.

A. PERMITTED USES.

Tenant agrees to use Premises solely for the purpose of conducting its business as required by the terms of this lease. Tenant will not use or permit the Premises to be used for any other purpose not described in this Section without the prior written consent of Landlord. Tenant agrees to comply with in all respects and to perform the responsibilities and expectations of Tenant under the Lease. Tenant agrees Premises will be used only for culinary training purposes.

B. EXCLUDED USES.

In any and all events, Tenant agrees not to use the Premises for any use related to the operation of any of the Excluded Businesses listed in the Sub-Tenant New Markets Tax Credit Disclosure attached hereto as Exhibit "C". Any failure of Tenant or any subtenant of Tenant to strictly comply with the requirements of Exhibit "C" shall be a material default of Tenant under this Lease and as a result, Landlord shall have the right to immediately terminate this Lease upon written notice to Tenant.

12. LANDLORD'S OBLIGATIONS PURSUANT TO LEASE AGREEMENT WITH TENANT

Tenant is hereby advised and made aware of Landlord's obligations pursuant to Lease Agreement with Tenant relative to the Project ("Landlord's Obligations Pursuant to Lease Agreement") that have been summarized and attached hereto as Exhibit "D."

13. LAWS. WASTE. NUISANCE.

Tenant covenants that it:

- A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;
- B. Will comply with all laws, ordinances, regulations and requirements relating to Tenant's particular use of the Premises, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises; and
- C. Will not suffer, permit, or commit any nuisance or waste on the Premises.

14. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. LIENS.

At any time during the Term, Tenant, at its expense, may make non-structural alterations, additions or improvements in and to the Premises with Landlord's prior approval, provided that such approval shall not be unreasonably withheld, conditioned or delayed. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises.

Tenant may make alterations and additions to the Premises so long as the same are not structural and are done in a good and workmanlike manner and in compliance with all applicable laws. All structural alterations or additions to the Premises shall require the prior approval of Landlord, which shall not be unreasonably withheld or delayed. The Parties agree that the Property and Building Improvements are owned by Landlord, and Tenant has no right, title, or interest in the Property and the Building Improvements other than the leasehold interest in the same created by this Lease. Upon termination or completion of this Lease, the Tenant shall remove non-structural alterations, additions or improvements in and to the Premises and Landlord shall retain all FF&E.

Pursuant to Nevada Statutes 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS 108.2403 and NRS 108.2407. Tenant shall take all actions necessary under Nevada law to ensure that no liens encumbering the Landlord's interest in the Facility arise as a result of Tenant's construction of any improvements, which actions shall include, without limitation, the recording of a notice of posted security in the Official Records of Clark County, Nevada, in accordance with NRS 108.2403, and either (i) establishing a construction disbursement account pursuant to NRS 108.2403(l)(b)(l), or (ii) furnishing and recording, in accordance with NRS 108.2403(1)(b)(2), a surety bond for the prime contract for improvements to the Project that meets the requirements of NRS 108.2415.

15. COMPLIANCE WITH THE LAW.

Landlord shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Landlord from contesting the validity of any such regulation, rule or ordinance, provided the Landlord indemnifies the Tenant to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Tenant shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to Tenant's particular use of the Premises. Nothing herein contained shall be construed to restrict the Tenant from contesting the validity of any such regulation, rule or ordinance, provided the Tenant indemnifies the Landlord to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

16. INDEMNIFICATION AND INSURANCE.

Tenant agrees to indemnify and hold Landlord, its officers, elected officials, employees, and agents harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Tenant, its officers, employees, and agents under this Lease.

Landlord will maintain self-insurance for liabilities covering injury, death, disability or illness of any person, or damage to property, occurring on the Project (but specifically excluding Tenant's personal property located at the Premises. Landlord will also maintain fire and all risk insurance in an amount equal to the replacement cost of the Project, including the improvements made thereto by Tenant. Landlord is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. Landlord shall provide self-insurance at least equal to the insurance to which the Tenant would be entitled as an additional insured had Landlord has purchased General Liability and Automobile Liability Insurance each in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, with respect to the Project. Nothing herein shall be deemed to insure Tenant against its sole negligence or willful misconduct.

Tenant's will be responsible for maintaining insurance for Insurance in amounts which are in compliance with the laws of the State of Nevada and sufficient as deemed appropriate by Tenant to cover any liability which reasonably could be anticipated arising from the performance of this Lease including Tenants personal property located on the Premises.

17. WAIVER OF SUBROGATION.

Tenant and Landlord, each waive any right of subrogation that it might otherwise have against the other party.

18. SURRENDER OF PREMISES.

Upon expiration or other authorized termination of this Lease, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Landlord and reasonable wear and tear, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property, all signage and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

19. SALE OF PREMISES.

Landlord reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof and to assign this Lease in connection therewith.

20. EMINENT DOMAIN.

In the event the Premises, or any part thereof or interest therein, is taken or condemned for a public or quasi-public use, or is conveyed in lieu thereof (herein referred to as a "condemnation"), the rights of the Landlord and Tenant in respect of the condemnation proceeding shall be determined as provided herein. Any condemnation allowance or award or judgment relating thereto, allowed or awarded to the Landlord or Tenant and any interest thereon ("condemnation proceeds") will be paid as provided herein. If the condemnation results in a taking of a portion of the Premises, the condemnation proceeds will be applied in the following order: (i) to pay for the restoration of the affected areas of the Premises and any personal or other property of Tenant, unless the Lease is terminated, (ii) in reimbursement to Tenant of any amounts paid by it for real estate taxes or special assessments and which are included in the award, if any, constituting part of the award, and (iii) to Landlord and Tenant in proportion of the fee simple interest and Lease hold interest taken or affected by the condemnation, unless this Lease is terminated.

In the event a substantial portion or all of the Premises is taken in condemnation proceedings, or any portion is taken and Tenant, in its reasonable judgment, cannot substantially continue to conduct business in the Premises contemplated under this Lease, then Tenant may either terminate this Lease by notice to Landlord or, at its option, retain the Premises. If the Lease is not terminated, the condemnation proceeds for the partial taking will be payable as provided herein. If this Lease is terminated as a result of such condemnation, then condemnation proceeds shall be used first to the payment of the loss of any fixtures, personal property and moving expenses of Tenant and the loss of Tenant's Leasehold estate in connection with the condemnation and the balance to the Landlord.

In the event that any portion of the Premises are taken or adversely affected by a condemnation proceeding, then Landlord to the extent reasonably practicable, and weather permitting, shall restore that portion of the Premises taken or adversely affected by the condemnation, unless Tenant elects to terminate this Lease as provided herein. All restoration work shall be done in a diligent and good and workmanlike manner and shall be completed no later than sixty days after the occurrence of the condemnation. If Tenant cannot operate its business in the Premises as a result of a condemnation, and does not elect to terminate this Lease, and all other sums payable by Tenant corresponding to the time

during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration.

21. DAMAGE OR DESTRUCTION.

A. Tenant shall give prompt notice to Landlord in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Landlord shall repair such damage at its cost, subject to Tenant's option contained in subsection C of this Section Landlord's obligation will be to restore the Premises to the condition prior to the completion of the Tenant Improvements and Tenant shall be obligated to restore the Tenant Improvements.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Tenant's opinion, be repaired within thirty (30) days after commencement of such repairs, then Tenant may, at its option, within thirty (30) days after such damage or destruction give Landlord written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Tenant may elect to repair and rebuild, in which event this Lease shall remain in effect.

22. BREACH. DEFAULT AND REMEDIES.

A. TENANT DEFAULT.

If Tenant defaults in observance or performance of any other covenant, condition, agreement or provision hereof and Tenant fails to remedy such default within thirty (30) days after notice thereof from Landlord to Tenant specifying the nature of the default (or, in the event the default cannot be cured within such period, Tenant will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence).

Then, Landlord may enforce the provisions of this Lease and enforce and protect the right of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. Landlord may in addition to any other remedy it may have under law or equity at its option terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and repossession, Landlord shall give Tenant reasonable notification so that arrangements for the removal of property can be made. No remedy herein conferred will be considered exclusive of any other remedy conferred by this Lease or by law, but all such remedies will be cumulative. Every power and remedy given by this Lease may be exercised from time to time and as often as the occasion may arise. No delay or omission of either party to exercise any power, right or remedy will impair any such power, right or remedy. No waiver of any breach or any covenant, agreement or provision of this Lease will be construed or held to be a waiver of any other breach, covenant, agreement or provision by either party. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant under this Lease.

Notwithstanding anything to the contrary contained herein, Tenant agrees that Tenant's violation of the provisions of Exhibit "C" shall give Landlord the right to immediately terminate this Lease without any right of Tenant to cure such violation.

23. **FORCE MAJEURE.**

Tenant and Landlord shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

24. **NO WAIVER.**

Failure of either the Tenant or Landlord to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Tenant or Landlord unless such waiver is in writing.

25. **PROVISIONS BINDING.**

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their representatives, heirs, successors and assigns.

26. **NON-DISCRIMINATION.**

Tenant agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

27. **ENTIRE AGREEMENT.**

This Lease, including any exhibits attached hereto, sets forth the entire agreement between the Parties relating to and concerning the Premises. Any prior conversations or writings concerning the Lease of the Premises are merged herein and extinguished. This Lease includes Exhibits A, B, C, and D, which are attached hereto and incorporated herein by reference.

28. **CAPTIONS AND SECTION NUMBERS.**

The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

29. **NOTICES.**

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the Parties may from time to time designate in writing:

If to the Landlord: City of Las Vegas
Attn: Sheena Judie-Mitchell, Workforce Development Officer
Youth Development and Social Initiatives Dept.
495 S. Main St., 5th Floor
Las Vegas, NV 89101

With a copy to: City Attorney's Office
Attn: Dimitri Dalacas
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101

If to Tenant: The Chef Jeff Project, Inc.
Attn: Jeffrey and Stacy Henderson
6225 Apple Dew Ave.
Las Vegas, NV 89131

30. **PARKING.**

During the term of this Lease, Tenant along with other tenants of the Project shall be allowed to use available on-site parking for employee and Tenant invitee parking. Landlord reserves the right to assign numbered parking spaces upon the complete lease-up of the Project.

31. **ACCESS.**

Landlord and its agents will have the right to enter the Premises upon seventy-two (72) hours prior notice to Tenant to examine the condition of same or show the Premises to prospective Tenants, or mortgagees, except for secured areas designated by Tenant. Notwithstanding the foregoing, Landlord shall not be required to furnish such notice to Tenant in the case of an emergency situation of impending peril to either person or property.

32. **MODIFICATION OR AMENDMENTS.**

Upon approval of the Lease by the City Council and after it has been fully executed by signature of all Parties, the Landlord designates the City Manager who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty-five thousand dollars (\$25,000.00), and recordings and filing with the City Clerk's Office. No amendment, change, or modification of this Lease shall be valid unless in writing and signed by both Landlord and Tenant.

33. **GOVERNING LAW.**

The interpretation and enforcement of this Lease shall be governed in all respects by the laws of the State of Nevada.

34. **PUBLIC RECORDS.**

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Lease and all supporting documents are deemed to be public records.

35. COUNTERPARTS.

Each counterpart of this Lease shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Delivery of this Lease may be accomplished by facsimile transmission of this Lease. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Lease.

36. CONFLICTS OF INTEREST; DISCLOSURE OF PRINCIPALS.

(a) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of Landlord relating to this Lease. Notwithstanding any other provision of this Agreement, if such interest becomes known, Tenant may immediately terminate this Lease for default or convenience, based on the culpability of the Parties.

(b) Tenant is required to make full disclosure to Landlord of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Landlord. Any significant change in the principals, associates, partners, joint venturers, development manager, and directly-involved managerial employees of Tenant is subject to the approval of Landlord which shall not be withheld or delayed in the commercially reasonable opinion of Tenant.

(c) 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 hereto as Exhibit E, all principals, including, partners or members of Tenant well as all persons and entities holding more than one percent (1%) interest in Tenant or any principal, partner, or member of the same. Throughout the Lease Term, Tenant shall provide written notification of any material change in the above disclosure within fifteen (15) days of any such change.

Remainder of Page Left Blank

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first above written.

TENANT:

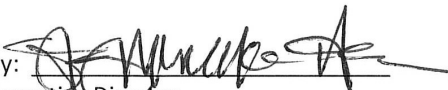
**CITY OF LAS VEGAS NEVADA, a
political subdivision of the State of Nevada**

By: _____
Shelley Berkley, Mayor

Date: _____

LANDLORD:

**THE Chef Jeff Project, a Nevada Nonprofit Corporation
and 501(c)(3)**

By: _____
Executive Director

Date: _____

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

**Crislove A. Igelele
Deputy City Attorney**

LEASE AGREEMENT

Council Meeting _____
Item #

EXHIBIT "A"

SITE MAP

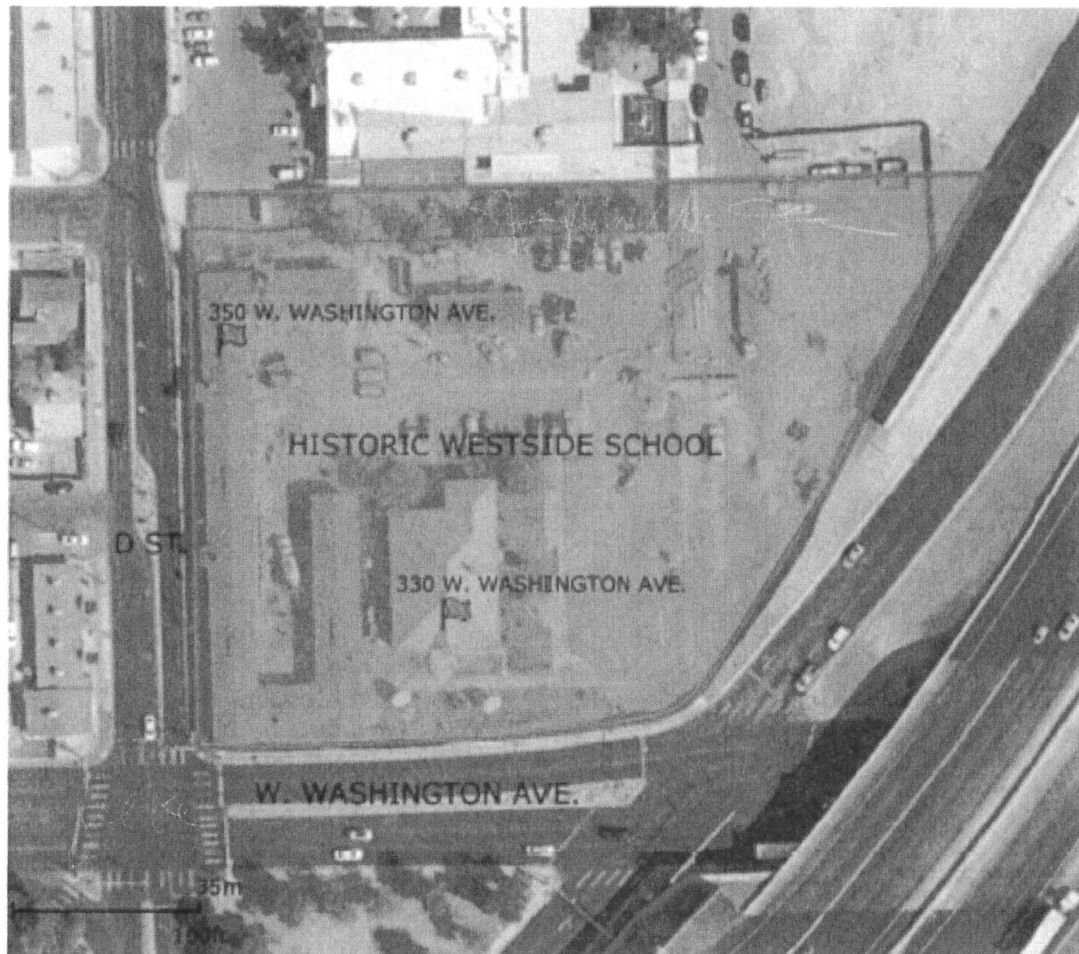


EXHIBIT "B"

PREMISES

* NOTE: Café Suite 122-1,233 S.F. (Depicted as Suite 123).

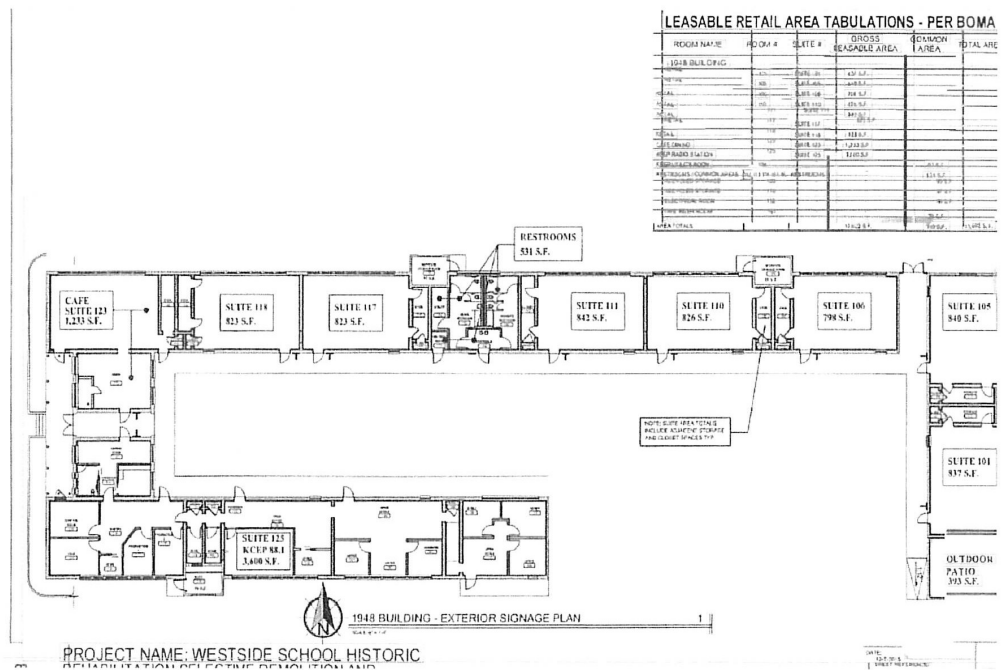


EXHIBIT "C"

EXCLUDED BUSINESSES RIDER

SUBTENANT NEW MARKETS TAX CREDIT ("NMTC") DISCLOSURE:

The Chef Jeff Project, Inc. ("Subtenant"), by its execution hereof, acknowledges and agrees that in addition to any other use prohibition reflected in its Lease Agreement, and in order to permit the Landlord to comply with the New Markets Tax Credit rules and regulations, it will not use any portion of the Premises (whether directly or through any permitted subtenant) to operate any of the following businesses:

- a. private or commercial golf course;
- b. country club;
- c. massage parlor;
- d. hot tub facility;
- e. suntan facility;
- f. race track or other facility used for gambling;
- g. any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Items (a) through (g) above are hereafter referred to as the "Excluded Businesses".

In addition to not performing any of the Excluded Businesses on the Premises, Subtenant shall not rent to others any portion of the Premises as a dwelling unit, as defined in Section 168(e)(2)(A)(ii)(I) of the U.S. Internal Revenue Code. Failure of Subtenant to comply with the Excluded Business prohibitions or the restriction on residential leasing will be a basis for immediate termination of the Lease Agreement.

Remainder of Page Left Blank

EXHIBIT "D"

LANDLORD'S OBLIGATIONS PURSUANT TO LEASE AGREEMENT

A. ASSIGNMENT AND SUBLETTING.

Neither the Lease Agreement nor any interest of the Tenant pursuant to the Lease Agreement will be sold, mortgaged, pledged, assigned, or transferred by the Tenant by voluntary act or by operation by law or otherwise, except with the prior written consent of the City. Prior to delivery of notice to City of an Event of Default with respect to the Lease Agreement, the City may sublease the Facility in whole or in part without the necessity of obtaining the consent of the Tenant. The City shall, within thirty (30) days after such sublease, furnish or cause to be furnished to the Tenant a true and correct copy of such sublease, as the case may be. The City agrees that this sublease shall be subject to all of the following conditions:

- i. The Lease Agreement and the obligations of the Tenant thereunder shall remain the primary obligation of the Tenant;
- ii. The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the sublessee a true and complete copy of this Lease;
- iii. This Lease of the Facility by the Tenant is explicitly subject to all rights of City under the Lease Agreement, including, the right to re-enter and re-let the Facility or terminate the Lease Agreement upon a default by the Tenant; and
- iv. This Lease of the Facility by the City is to a Tenant Qualified Business. "Tenant Qualified Business" means, as it relates to Section 1.45D-1(d)(5) of the Treasury Regulations, any trade or business except (a) the rental of Residential Rental Property; or (b) any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.
- v. This Lease being entered into by the Tenant with respect to the Facility includes the Excluded Uses Rider and requires compliance with the foregoing use restrictions and provides that any failure to comply will be a material default giving rise to an immediate right of termination of Lease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law.