

**FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT BETWEEN THE CITY  
OF LAS VEGAS AND ACELERO LEARNING CLARK COUNTY**

This FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT (this "First Amendment") is made and entered into by and between THE CITY OF LAS VEGAS, a Nevada municipal Corporation (the "City", or "Landlord"), and ACELERO LEARNING CLARK COUNTY, a Nevada for profit corporation ("Acelero" or "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, Landlord owns certain real property depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Property" and, together with all the improvements owned by Landlord and now or hereafter located thereon and all and singular appurtenances, rights, privileges, and easements thereunto appertaining, the "Alta Premises");

WHEREAS, Landlord and Tenant entered into that certain Lease and Operating Agreement, dated July 15, 2017, (the "Lease"), to set forth their agreements, obligations, and covenants with respect to the Lease by Tenant of the Alta Premises; and

WHEREAS, the parties entered into the Memorandum on August 14, 2017 (the "Commencement Date"); and

WHEREAS, the parties mutually desire to amend the Lease to extend the Primary Term and Option Term;

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

**AGREEMENT**

1. Incorporation of Recitals and Exhibits. The above Recitals and all Exhibits attached hereto, if any, are incorporated by this reference and expressly made part of this First Amendment.
2. Defined Terms. Capitalized terms used but not defined in this First Amendment shall have the meaning given to such terms in the Lease.
3. Amendments.

(a) Section 2.2 of the Lease is hereby amended in its entirety so that, as amended, it shall read as follows:

2.2 PRIMARY TERM. Unless earlier terminated in accordance with the terms in the Lease, the Primary Term shall be for a term of one (1) year beginning on August 14, 2022.

(b) Section 2.3 of the Lease is hereby amended in its entirety so that, as amended, it shall read as follows:

2.3 OPTION TERM. In the event Tenant is not then in default under the terms, covenants and conditions contained in this First Amendment, it shall have the options, with the consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned, to renew this First Amendment for four (4) additional terms of one (1) year each (each, an "Option Term"), by giving a written request addressed to the City, at least one hundred eighty (180) days prior to the

expiration of the Lease Term. Any approved Option Term shall commence on the expiration of the Lease Term.

Any reference to "Lease Term" in this First Amendment shall include the Primary Term and any Option Term.

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CITY OF LAS VEGAS AND ACELERO LEARNING CLARK COUNTY**

Signature Page

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

**CITY OF LAS VEGAS**

By: \_\_\_\_\_

Carolyn G. Goodman, Mayor

Date of City Council Approval: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

LuAnn D. Holmes, MMC  
City Clerk

Date

APPROVED AS TO FORM:

By:  7/19/22

Deputy City Attorney

Date

**Crislove A. Igeleke**  
Deputy City Attorney

**ACELERO CLARK COUNTY LEARNING**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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