

SECOND AMENDMENT TO PARKING LEASE AGREEMENT

This SECOND AMENDMENT TO PARKING LEASE AGREEMENT (“Amendment”) is made and entered into and effective for all purposes as of the ___ day of August, 2022 (“Effective Date”), by and between and POB LAS VEGAS, LLC, a Nevada limited liability company (“Landlord”) and the CITY OF LAS VEGAS, a public subdivision of the State of Nevada (“Tenant”). Landlord and Tenant are individually referred to herein as “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Landlord and Tenant have entered into that certain Parking Lease Agreement of August 19, 2020, as amended by that certain First Amendment to Parking Lease Agreement dated July 31, 2021 (collectively, the “Lease”) for certain real property located in the City of Las Vegas, Nevada known as the Downtown Transportation Center (DTC) as more particularly identified as Clark County Assessor’s Parcel Number 139-34-501-023 (the “Site”) for the operations by Tenant of a paid parking lot and;

WHEREAS, the Parties desire to amend the Agreement subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, and obligations contained herein, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning given them in the Lease)

Extension. The term of the Lease is hereby extended for a twelve (12) month period (the “Second Extended Term”) commencing on August 1, 2022 (“Second Extension Commencement Date”) and expiring, if not sooner terminated as provided in the Lease, on July 31, 2023 (“Second Extension Expiration Date”). During the Second Extended Term, Tenant shall lease the Leased Premises on the terms and conditions set forth in the Lease.

Brokers. Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Amendment. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any other person or entity, other than brokers, who claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this Amendment

Status of Lease. Except as amended by this Amendment, the Lease remains unchanged, and, as amended by this Amendment, the Lease is in full force and effect.

Counterparts. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Amendment. In addition, properly executed, authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

Captions. All captions and headings herein are for convenience and ease of reference only, and shall not be used or referred to in any way in connection with the interpretation or enforcement

of this Agreement. Any references to "Sections" herein shall mean Sections of this Amendment unless otherwise noted.

Entire Agreement. There are no oral or written agreements or representations between the parties hereto affecting the Lease not contained in the Lease or this Amendment. The Lease, as amended, supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements, and understandings, if any, made by, to, or between Landlord and Tenant and their respective agents and employees with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict the Lease, including any and all amendments thereto. The Lease, and all amendments thereto, shall be considered to be the only agreement between the parties hereto and their representatives and agents. To be effective and binding on Landlord and Tenant, any amendment, revision, change or modification to the provisions of the Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first set forth above.

TENANT:

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

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:



Crislove A. Igeleke
Deputy City Attorney

SECOND AMENDMENT TO
PARKING LEASE AGREEMENT

LANDLORD:

POB LAS VEGAS, LLC, a
Nevada limited liability company

By: _____

Date: _____

Council Meeting 08/03/2022
Item # _____

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TENANT:

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

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

SECOND AMENDMENT TO
PARKING LEASE AGREEMENT

LANDLORD:

POB LAS VEGAS, LLC, a
Nevada limited liability company

By: _____
Shawn Kuba, VP

Date: 7/12/2022

Council Meeting 08/03/2022
Item # _____