

FIRST AMENDMENT TO SCHOOL LEASE

This First Amendment to School Lease ("**Amendment**") is entered into this ____ day of _____, 2022 (the "**Effective Date**"), by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada ("**Owner**" or "**Landlord**"), and CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC., a Nevada nonprofit corporation ("**Tenant**"), under the terms and conditions set forth herein. The Tenant and Landlord are sometimes collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Landlord's predecessor-in-interest (310 9th STREET, LLC) and Tenant entered into a certain School Lease with a Commencement Date of June 13, 2022 (the "**Lease**"), for certain real property located at 302 S. 9th Street, Las Vegas, Nevada 89101 and more particularly described therein (the "**Premises**").

WHEREAS, Landlord as buyer, and its predecessor-in-interest (310 9th STREET, LLC) as seller, entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated as of July 21, 2022, respecting the sale of the Premises to Landlord. Escrow subsequently closed and the Premises was sold to Landlord on August 17, 2022. Under said agreement, any and all right, title and interest in and to the Lease by the seller was assigned, sold, transferred, set over and delivered unto Landlord.

WHEREAS, Landlord and Tenant wish to modify and amend the Lease, as set forth herein.

WHEREAS, Section 28.17 of the Lease states the Lease "may only be amended by a written instrument which is signed by both parties hereto."

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are true and correct and shall be incorporated herein by this reference. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

2. Section 1.2. Section 1.2 of the Lease shall be deleted in its entirety and replaced with the following provision:

1.2 Term. This Lease shall be for a term (the "**Term**") commencing on the Commencement Date and expiring on June 12, 2028, without a right of extension. Notwithstanding the foregoing, and in addition to other termination provisions contained in this Lease, the Landlord shall have the right at any time to terminate this Lease for any reason whatsoever (including no reason). Such termination shall be effective on the last day of the then-current School Year, by providing a minimum of ninety (90) days prior written notice from the Landlord to the Tenant. For the avoidance of doubt and by example, if the 2022 School Year ends on June 12, 2022,

then Landlord may terminate this Lease by providing written notice to Tenant no later than March 14, 2022. The Landlord covenants to coordinate as necessary with the Tenant to facilitate the removal of all Tenant personal property. Upon the effective date of the Lease termination, this Lease and all rights of Tenant shall absolutely cease.

3. Section 1.4. Section 1.4 of the Lease shall be deleted in its entirety and replaced with the following provision:

1.4 Base Rent. Tenant shall initially pay monthly installments of Base Rent in the amount of Ten Thousand Dollars (\$10,000.00) per month, payable in advance. Beginning October 1, 2022, Tenant shall pay monthly installments of Base Rent in the amount of One Dollar (\$1.00) per month. There shall be no penalty for payments made in advance of the due date; however, no installments of Base Rent shall be made more than 12-months in advance. Any attempts to make such payments in advance beyond said 12-month period may be rejected by Landlord.

4. Section 1.10. Section 1.10 of the Lease shall be deleted in its entirety and replaced with the following provision:

1.10 Landlord's Address for Payments and Notice.

City of Las Vegas
Attn: Real Estate Manager
495 S. Main Street, 5th Floor
Las Vegas, NV 89101

With a copy of all notices to:

City of Las Vegas
Attn: Director, Youth Development and Social Initiatives
495 S. Main Street, 5th Floor
Las Vegas, NV 89101

And to:

City of Las Vegas
Attn: City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

5. Section 2.3. Section 2.3 of the Lease shall be deleted in its entirety and replaced with the following provision:

2.3 No Representations. Tenant acknowledges that neither Landlord nor any of Landlord's authorized agents, representatives, property managers, consultants, contractors, partners, subsidiaries, affiliates, directors, officers and employees (collectively, the "Landlord's Agents"), has made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business

or for any other purpose, including, but not limited to, any representations or warranties regarding zoning or other land use matters, or for any other purpose, and that neither Landlord nor any of Landlord's Agents has agreed to undertake any alterations or additions or construct any improvements to the Premises except as expressly provided in this Lease. Nothing in this Lease is intended, nor will it be construed, to in any way limit the exercise by the Landlord of their governmental powers (including but not limited to, police, regulatory and tax powers) with respect to the then-current owner of the Premises, or applicable portion thereof, or the Premises to the same extent as if Landlord was not a party to this Lease, or owner of the Premises, or the transactions contemplated by this Lease. Further, nothing in this Lease is intended, nor will it be construed, as a waiver or limitation of the Landlord's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

6. Section 3.2. Section 3.2 of the Lease shall be deleted in its entirety and replaced with the following provision:

3.2 Intentionally Omitted.

7. Section 6.1.2. Section 6.1.2 of the Lease shall be deleted in its entirety and replaced with the following provision:

6.1.2 Intentionally Omitted.

8. Section 6.1.3. Section 6.1.3 of the Lease shall be deleted in its entirety and replaced with the following provision:

6.1.3 Intentionally Omitted.

9. Section 6.1.5. Section 6.1.5 of the Lease shall be deleted in its entirety and replaced with the following provision:

6.1.5 Maintenance and Repair. The cost of janitorial services, operating, repairing and maintaining the non-structural elements of the Buildings/Premises and all systems, equipment or facilities which serve the Premises; provided the cost of said repair/replacement is less than \$5,000.00 per occurrence. If the cost of a necessary repair/replacement is more than \$5,000.00, and further provided it is not due to vandalism, and/or not due to malicious mischief, and/or not due to the negligent or willful misconduct of Tenant or its agents, employees, students, invitees or licensees (in which event Tenant shall still be solely responsible to pay for and make the repairs/replacements), then Landlord shall be responsible for said necessary repair or replacement.

10. Section 7.1. Section 7.1 of the Lease shall be deleted in its entirety and replaced

with the following provision:

7.1 Tenant's Obligations. Subject to Section 6.1.5 and Landlord's obligations stated in Section 7.2, Tenant shall, at Tenant's sole expense, keep the Premises and all fixtures and alterations thereon in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing (outside the walls and aboveground); plumbing fixtures (e.g. hot water heater, faucets, toilets, and drinking water fountains and systems, including filters); pest control; electrical (outside the walls and aboveground); lighting facilities (light bulbs, light fixtures, light switches, receptacles, and emergency lighting bulbs and batteries); all kitchen appliances; annual grease trap service; fixtures; interior walls; ceilings; all windows; all doors; all plate glass; all skylights; school signage in or on the Premises. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall also include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair, including without limitation in events of vandalism and/or malicious mischief. Tenant shall, during the term of this Lease, keep the exterior appearance of the Premises in a first-class condition consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity.

11. Section 7.2. Section 7.2 of the Lease shall be deleted in its entirety and replaced with the following provision:

7.2 Landlord's Obligations. Subject to Section 6.1.5 and Tenant's obligations stated in Section 7.1, Landlord shall, at its sole expense, maintain and repair the structural elements of the Buildings, which are defined to consist solely of the roof and roof membrane, foundations, exterior walls and interior load-bearing walls. In addition, and further subject to Section 6.1.5 and Tenant's obligations stated in Section 7.1, Landlord shall, at its sole expense, maintain and repair the electrical (switchgears, behind walls and underground); mechanical; plumbing (behind walls and underground); sewer lines from the street lateral to the grease trap connection; heating, air conditioning and ventilation ("HVAC") systems; HVAC system filters; fire protection system; driveways; fences; retaining walls; Building signage; playground equipment and sandbox; elevators; life-safety systems maintenance, inspections, and testing costs; parking lots and walkways; landscaping, hardscaping, and irrigation; burglar alarm system. In addition, Landlord agrees that if the HVAC, electrical, plumbing or other mechanical systems of the Buildings need to be repaired or replaced as a result of ordinary wear and tear at a cost of more than \$5,000.00 per occurrence, Landlord shall repair or replace such systems at Landlord's cost. Subject to the foregoing and to the provisions of Section 2.2 (condition of the Premises upon commencement), Article 8 (casualty damage) and Article 11 (eminent domain), it is intended by the parties hereto that Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises, the improvements located thereon, or the equipment therein, all of which obligations are intended to be those of Tenant under Section 7.1 above. It is the intention of the parties that the terms of this Lease govern the respective obligations of the parties as to the maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to, or which afford

Tenant the right to make repairs at the expense of Landlord or to terminate this Lease by reason of any needed repairs.

12. Section 7.5.2. Section 7.5.2(b) of the Lease shall be deleted in its entirety and replaced with the following provision:

(b) Intentionally Omitted.

13. Section 27. Section 27 of the Lease shall be deleted in its entirety and replaced with the following provision:

27. HOLDING OVER. If Tenant shall not immediately surrender the Premises to Landlord on the expiration date of the Term or earlier termination of this Lease (including without limitation for the reasons set forth in Section 16.2.4 above), Tenant's continued possession shall be that of a holdover tenant and an unlawful detainer. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Term of this Lease, create a month to month tenancy or affect Landlord's rights under this Lease. No tenancy or interest shall result from such holding over, and Tenant shall be subject to immediate eviction and removal. During such period of holdover, Tenant shall continue to comply with all of the terms and provisions of this Lease, except the monthly Base Rent shall be \$20,000.00 for the first 30 days of such holdover, and \$40,000.00 per month for any period of holdover beyond the first 30 days. Tenant shall also be liable for, and hereby agrees to indemnify Landlord against, any and all damages (including, without limitation, consequential damages and lost profits), costs and liabilities sustained by Landlord as a result of such holdover. If Tenant shall hold over after the expiration date of the Term or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process in force in the State of Nevada. Notwithstanding the foregoing, if the Term expires on June 12, 2028 without extension, Landlord agrees not to exercise any remedies regarding a holdover unless Tenant fails to vacate the Premises not later than June 30, 2028.

14. Section 28.17. Section 28.17 of the Lease shall be deleted in its entirety and replaced with the following provision:

28.17 Amendment. Any change in the provisions of this Lease, including the exhibits and attachments hereto, may be made only pursuant to a written amendment which is executed by the Tenant and with regards to Landlord by (i) the Mayor of the City of Las Vegas, with City Council approval, if the amendment will require the Landlord to expend more than \$25,000 to carry out the change, or (ii) the Real Estate Manager for the City of Las Vegas, if the amendment will require the Landlord to expend less than \$25,000 to carry out the change, or merely revises the language of the Lease without any impact on the amount of funds required of Landlord.

15. Section 28.20. Section 28.20 shall be added to the Lease with the following

provision:

28.20 Landlord Approvals. Any approvals of Landlord required or permitted by the terms of this Lease are authorized to be given by the Real Estate Manager for the City of Las Vegas or such other person that Landlord designates in writing to Tenant, except for approvals resulting in a material change to this Lease, as determined by the Real Estate Manager for the City of Las Vegas, which shall then require the approval of the Las Vegas City Council. If there is no time specified herein for Landlord's approval, Tenant may submit a letter requiring Landlord's approval within thirty (30) days after submission to Landlord or such approvals shall be deemed denied. Notwithstanding the foregoing, Tenant acknowledges (i) that a request for a modification to this Lease or a request to extend deadlines specified hereunder may either (x) require review and approval of the City Council, or (y) the Real Estate Manager for the City of Las Vegas may determine that it is in the best interest of Landlord to submit such request for review and approval by City Council, and (ii) such review and approval may take more than thirty (30) days in order to comply with the required and customary procedures for obtaining approval of City Council. In such cases, the parties shall comply with the required processes of submitting matters for review and approval by City Council. The Real Estate Manager for the City of Las Vegas shall have the authority to grant time extensions under this Lease, provided, however, that it shall be at the Real Estate Manager for the City of Las Vegas' sole and absolute discretion as to whether to grant any time extension or to submit any requests for time extensions to City Council for approval.

16. Section 28.21. Section 28.21 shall be added to the Lease with the following provision:

28.21 Landlord's Personal Property. During the Term, Landlord hereby grants to Tenant a limited, non-exclusive, non-transferrable and revocable right to use the Landlord's personal property located at the Premises for the sole Permitted Use stated in Section 1.8 hereinabove pursuant to the terms and conditions of this Lease. The Landlord's personal property shall not be taken outside of the Premises. The Tenant shall conduct its use in accordance with all applicable laws, statutes, ordinances and regulations, and in a prudent and reasonably safe manner under the circumstances. Tenant shall return the Landlord's personal property to the Landlord in as good condition as existed at original delivery, reasonable wear and tear in respect thereto expected. Tenant agrees not to alter the Landlord's personal property. The Landlord's personal property shall remain at all times the personal property of the Landlord and its title shall not be transferred to the Tenant. The Landlord's personal property shall not be transferred, sold, leased, assigned or shared by the Tenant with any other third party without the express prior written approval from the Landlord. If Tenant shall or attempts to transfer, sell, lease, assign or share the Landlord's personal property or any interest therein, or if Tenant defaults in any of the covenants, conditions or provisions of this Lease, or Landlord otherwise provides Tenant with five (5) days' written notice of its desire to take repossession of the personal property, it is agreed that the Landlord may immediately and without further notice or legal process take possession of the Landlord's personal property wheresoever found and to remove and keep or dispose of the same; and the Landlord retains any other rights and remedies

provided to it under this Lease, by law or in equity. Tenant hereby waives all claims for damages connected with such seizure. The Landlord's personal property is provided to the Tenant "as is" and Tenant shall pay Landlord for any actual out of pocket costs Landlord may incur on said personal property, including without limitation leasing costs, maintenance costs, and repair costs. Landlord does not make any warranty or guaranty, expressed or implied, as to the accuracy of the Landlord's personal property's functionality, including merchantability or fitness for a particular purpose. Tenant agrees to inspect and test the Landlord's personal property at delivery and that by taking possession of the Landlord's personal property acknowledges that it is in good physical, mechanical and working condition. Tenant accepts full responsibility for destruction of, damage to, loss or theft of the Landlord's personal property while in its possession regardless of fault or negligence of Tenant or any other person or act of God to the maximum extent permitted by Nevada law. Tenant shall not have the Landlord's personal property repaired without prior written permission from the Landlord. Tenant shall pay Landlord the amount necessary to repair the Landlord's personal property. However, if the Landlord's personal property is stolen, lost or destroyed, Tenant shall pay Landlord the full replacement cost of the Landlord's personal property. This section shall survive the termination of this Lease.

17. Miscellaneous Provisions.

(a) All other terms and conditions of the Lease, except as specifically amended herein, shall remain unmodified and in full force and effect and are hereby ratified.

(b) The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

(c) Landlord and Tenant represent and warrant to each other that each has the legal capacity and authority to execute this Amendment, that each has neither received nor relied upon any oral or written representation of the other regarding any fact in executing this Amendment, and that each has had the opportunity to receive advice from independent legal counsel with respect to this Amendment.

(d) This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. 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, regardless of whether originals are delivered thereafter.

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FIRST AMENDMENT TO SCHOOL LEASE
Signature Page

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the Effective Date as defined herein.

LANDLORD:

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor
Date: _____

TENANT:

**CLV STRONG START ACADEMY ELEMENTARY
SCHOOLS, INC.**

By: Lorna M. James-Cervantes
Print Name: Lorna M. James-Cervantes
Title: Board President
Date: 10/6/2022

Attest:

By: _____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

 10/4/2022
By: Deputy City Attorney Date
Dimitri P. Dalacas
Deputy City Attorney

Council Action: _____, 2022 – Item # _____