

MASTER LEASE

THIS MASTER LEASE (this "Lease"), is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City" or "Master Tenant") and RESIDENCE AT SIERRA VISTA, LLC, a Delaware limited liability company ("Owner" or "Landlord"). The City and Owner are sometimes collectively referred to herein as the "Parties".

ARTICLE 1. MASTER LEASE SUMMARY

Landlord:	RESIDENCE AT SIERRA VISTA, LLC
Landlord's Notice Address:	8901 Gaylord Dr., Houston, TX 77024
Landlord's Contact and Phone:	Michael Irwin; 281-636-4918
Master Tenant:	City of Las Vegas, a Nevada municipal corporation
Master Tenant's Notice Address:	495 S. Main Street, Third Floor, Las Vegas, Nevada 89101
Master Tenant Contact and Phone:	Kathi Thomas; (702) 229-2264
Premises and Address:	Sierra Vista Apts.; 920 Sierra Vista Dr., Las Vegas, NV 89169
Leased Units:	10 units
Lease Term:	One (1) year with the option to renew for five (5) additional one (1) year terms.
Tenant's Permitted Use:	Placing individuals and families in need of transitional/bridge housing assistance.
Effective Date:	See Article 3.1 below.
Commencement Date:	March 1, 2023.
Base Rent:	\$998.00 per rental unit per month which includes additional charges of \$180.00 as a utility charge. (\$11,780.00 per month for 10 units)
HOA Dues:	\$0.00 per month.
Property Management Fee:	\$0.00 per month.
Security Deposit:	None.
Cleaning Fee:	Actual Cost not to exceed \$350.
Utility Charge:	Reference Article 12.
Funds Due at Lease Signing:	\$998 (Base Rent, HOA and Property Management Fee) per unit. (\$9,980.00 due at signing)
Rent Annual Increases:	None (unless HOA Dues or Property Management Fees increase).
Parking:	Non-exclusive use.
Landlord's Broker:	None.
Tenant's Broker:	None.

ARTICLE 2. PREMISES AND RIGHT TO USE COMMON AREA

2. PREMISES AND RIGHT TO USE COMMON AREA. Landlord leases to Master Tenant and Master Tenant leases from Landlord, the Leased Units, upon the terms and conditions set forth in this Lease. Landlord acknowledges that the Master Tenant will allow individuals or families to occupy the Leased Units as transitional housing (collectively, the "Sub-Tenants"). Master Tenant and its officers, employees, agents, contractors, invitees, and Sub-Tenants (collectively, "Master Tenant's Agents") shall have a non-exclusive license during the Lease Term to use the Common Areas (as defined below) in common with other users thereof. Master Tenant's right to use the Common Areas is subject to all the terms of this Lease, all applicable Laws and the rules and regulations established from time to time by Landlord in writing for the Premises (the "Rules and Regulations"). "Common Areas" means those areas within the Premises that are provided by Landlord for the use, benefit and enjoyment of all occupants of or visitors to the Premises, including, but not limited to, pedestrian walkways, landscaped areas, service or common corridors, walkways, restrooms, throughways, loading areas, Parking Facilities (as defined below), and roads, all as generally shown on any site plan exhibit and such other areas (outside of the Premises) that Landlord may designate from time to time as common areas of the Premises. "Parking Facilities" means those areas designated for automobile parking within the Premises. Landlord shall have the right to reasonably regulate or restrict the use of the Common Areas. This Lease is subject to all liens, encumbrances, parking and access easements, restrictions, covenants and all other matters of record.

ARTICLE 3. TERM

3. TERM OF LEASE.

3.1. This Lease will be effective as of the date approved by the Las Vegas City Council and is duly executed by the Parties (the "Effective Date"). As of the Effective Date, the Premises are leased for a term (the "Term") to start on the Commencement Date and end on the Expiration Date unless an extension option is exercised.

3.2. Extension Options. The Master Tenant will have the right to extend the initial Term of this Lease (the "Extension Options") for five (5) successive one (1) year terms (each, an "Option Term"). The terms and conditions of this Lease will apply during the Option Terms, except that Rent will be adjusted as provided in this Lease. Master Tenant may exercise the Extension Options by giving notice to Landlord at least sixty (60) days prior to the end of the Term or any Option Term, as applicable (the "Option Notice"). Master Tenant will not have any right to exercise an Extension Option if Master Tenant has received notice that a Master Tenant Event of Default has occurred and it has not been cured by the deadline for exercising the Extension Option, or if a Master Tenant Event of Default exists as of the deadline for exercising the Extension Option. Landlord may reject Master Tenant's Option Notice solely on the grounds that a Master Tenant Event of Default exists. Landlord's notice of rejection to Master Tenant must recite the bases upon which a rejection is based. If Master Tenant validly enters into an Extension Term under this Section, the "Term" will include the Option Term and the "Expiration Date" shall mean the day that the last Option Term expires.

3.3. In the event Landlord cannot deliver possession of the Premises to Master Tenant upon the Commencement Date of the Lease Term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession of a Leased Unit is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Master Tenant agrees to accept the demised Leased Unit and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Lease Agreement and all rights hereunder shall terminate.

ARTICLE 4. RENT; SUB-TENANT RENT; SECURITY DEPOSIT; CLEANING FEE.

4. RENT; SUB-TENANT RENT; SECURITY DEPOSIT; CLEANING FEE.

4.1. Master Tenant, on behalf of Sub-Tenants, will pay to Landlord during the Term the rent specified in the Master Lease Summary, as adjusted as provided in this Lease ("Rent") beginning on the Rent Commencement Date for the applicable Leased Unit. Rent is due monthly on or before the 1st day of each month, in advance, at the address specified for Landlord in the Master Lease Summary, or any other place that Landlord designates in writing upon not less than thirty (30) days' prior notice. Master Tenant will pay Rent without any prior demand and without any deductions or setoff except as expressly provided for in this Lease. Any charges or other amounts Master Tenant must pay to Landlord under this Lease besides Rent ("Additional Charges") will be considered "Rent," including when determining Landlord's remedies for nonpayment.

A. Master Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any mortgage or deed of trust encumbering the Premises. Therefore, if Landlord does not receive any Rent payment on or before the 10th day of each month it becomes due, or other Additional Charges are not paid within thirty (30) days of invoicing, the Master Tenant shall pay Landlord a late charge equal to five percent (5%) of the overdue amount. Any sum accruing to Landlord under the terms and provisions of this Lease which is not paid when due shall bear interest at the rate of twelve percent (12%) annual percentage rate of the total amount due including the accumulated late fees from the date the same becomes due and payable by the terms and provisions of this Lease until paid; provided, however, that notwithstanding the foregoing, Master Tenant will not be subject to a late charge or interest for Rent delinquencies unless Master Tenant fails to pay Rent on or before the 10th day of the month more than twice in any twelve (12) month period. The Parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

B. Annual Rent Increases. Rent during an Option Term will be increased by three percent (3%) of the prior year's Rent.

4.2. Should the Master Tenant determine that Sub-Tenants will pay the Rent or any portion thereof (for each Sub-Tenant, "Sub-Tenant Rent"), Landlord will collect said Sub-Tenant Rent amount determined by Master Tenant on their behalf. Thereafter, Rent paid by Master Tenant shall be reduced by the Sub-Tenant Rent amount. If payment of the Sub-Tenant is not received by Landlord by the 5th day of each month, Landlord shall promptly notify Master Tenant, but Landlord shall have no further obligation to collect the Sub-Tenant Rent. Upon such failure to pay Sub-Tenant Rent, Master Tenant shall pay the Sub-Tenant Rent within fifteen (15) days of receipt of the Sub-Tenant's failure to pay notice from Landlord. If a Sub-Tenant fails to pay Sub-Tenant Rent for two (2) consecutive months, then Landlord shall have no further obligation to collect Sub-Tenant Rent from that Sub-Tenant and Master Tenant shall be responsible for full payment of Rent thereafter.

4.3. SECURITY DEPOSIT. Prior to or upon the Rent Commencement Date for the applicable Leased Unit, Master Tenant shall deposit with Landlord the sum specified as the security deposit in the Master Lease Summary (the "Security Deposit"), in cash, to secure Master Tenant's faithful performance of all terms, covenants and conditions of this Lease. Landlord shall hold the Security Deposit in a separate account (which may be non-interest bearing) until it is used in accordance with the terms of this Lease.

Landlord shall hold the Security Deposit as security for the performance by Master Tenant of all of its obligations under this Lease for the applicable Leased Unit. If Master Tenant fails to pay Rent or other charges when due hereunder, or is otherwise in default under any provision of this Lease, then if such default becomes a Master Tenant Event of Default (i.e. following the expiration of any applicable notice and cure period) the Landlord may use, apply or retain portions of the Security Deposit in the amounts necessary to offset actual costs incurred by Landlord in responding to or remedying any Master Tenant Event of Default. Master Tenant will replenish the Security Deposit if drawn upon by Landlord to respond to or remedy any Master Tenant Event of Default, or as otherwise permitted by this Lease or Nevada law for the applicable Leased Unit. Within the time prescribed by Nevada law, Lessor agrees to return to Master Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by the Lease or applicable law for the applicable Leased Unit.

4.4. **CLEANING FEE.** A cleaning fee as shown on the Master Lease Summary will be paid by Master Tenant to Landlord. The cleaning fee is a one-time fee charged by Landlord to clean the Leased Units at expiration or early termination of this Lease.

ARTICLE 5. HOLDOVER; SURRENDER OF PREMISES.

5. HOLDOVER; SURRENDER OF PREMISES.

5.1. **Holdover.** If Master Tenant holds over in possession of the Premises after the expiration of the Term with the written consent of the Landlord, the holding over shall be based on the terms agreed to, and shall not otherwise be deemed to further extend the Term or renew this Lease. If holding over occurs without Landlord's written consent, and it constitutes an unlawful detainer, then Landlord shall have all of the remedies at law, and Master Tenant shall be liable for all damages (excluding consequential damages) reasonably and actually incurred or suffered by Landlord. Upon a consensual holdover, (i) Master Tenant shall continue as a month-to-month tenant until either party terminates the tenancy by giving the other party at least thirty (30) days' prior written notice of termination, and (ii) such tenancy shall be on the terms agreed upon for such holdover, or if not expressly modified from those in the Lease, then on the terms and conditions set forth in this Lease and monthly Rent will be continue as contemplated under the Lease.

5.2. **Surrender of Premises.** On the Expiration or Early Termination Date, Master Tenant must surrender the Premises to Landlord in good order and condition as reasonably determined by Landlord, ordinary wear and tear, and damage by fire or other casualty excepted. The Parties agree that reasonable wear and tear and casualty does not include Master Tenant damages, and any such Master Tenant damages are to be remedied at Master Tenant's cost. On or before the any termination of this Lease, Master Tenant must remove from the Premises all of Master Tenant's and Sub-Tenants personal property and any Alterations Master Tenant desires or is required to remove from the Premises under this Lease. To the extent that Landlord provides furniture for the Premises, Master Tenant will repair or pay the cost of repairing any damage or missing furniture. Master Tenant will repair or pay the cost of repairing any damage to the Premises resulting from the removal. Master Tenant will pay the cost of re-keying any and all locks for the Leased Units.

ARTICLE 6. CONDITIONS OF PREMISES

6. **CONDITIONS OF PREMISES.** Master Tenant represents that Master Tenant has inspected the Premises and the Leased Units and agrees to accept the same "as-is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements. Prior to the Commencement Date, if Landlord allows Master Tenant to enter the Leased Units, any work performed by Master Tenant or any fixtures or personal property moved onto the Premises shall be at Master Tenant's own risk and neither Landlord nor Landlord's agents or contractors

shall be responsible to Master Tenant for damage or destruction of Master Tenant's personal property. Any such early entry into the Premises by Master Tenant will be subject to all terms and conditions of this Lease (except for the payment of Rent).

ARTICLE 7. ALTERATIONS.

7. ALTERATIONS.

7.1. Master Tenant and any Sub-Tenants shall not make or cause to be made any structural additions or alterations of any kind to the Premises and may not make any non-structural additions or alterations without Landlord's prior written consent, which consent may be withheld or granted in Landlord's sole and absolute discretion (each, a "Master Tenant Alteration"). Landlord retains the right to place reasonable conditions upon its consent such as, but not limited to, conditions relating to insurance required to be carried by Master Tenant's contractors and Master Tenant's obligation to restore the Premises upon the expiration or earlier termination of this Lease.

7.2. Alteration by Landlord. Landlord will use commercially reasonable efforts to minimize interference with or disruption to Master Tenant's use and occupancy of the Premises during any alterations, installations, additions or improvements to the Premises. Landlord must remedy, to the extent commercially reasonable, any interference or disruption promptly following notice from Master Tenant.

ARTICLE 8. PERSONAL PROPERTY.

8. PERSONAL PROPERTY.

8.1. All personal property located in the Premises shall remain the property of Master Tenant and any Sub-Tenant and shall be removed by Master Tenant upon or prior to the expiration of the Lease Term or earlier termination of this Lease and Master Tenant shall promptly repair, at its own expense, any damage resulting therefrom. All electrical fixtures, plumbing fixtures, conduits, lighting, and other special fixtures that may be placed upon, installed in, or attached to the Premises by Master Tenant or any Sub-Tenant shall, at the expiration of the Lease Term or earlier termination of this Lease, be the property of Landlord.

8.2. Title to Improvements. Except for Master Tenant's property and the provided FF&E, all appurtenances, fixtures, improvements, equipment, additions, and other property installed in the Premises during the Term will be and remain Landlord's property. Master Tenant may not remove Landlord's property without Landlord's consent except to replace it in the performance of Master Tenant's repair and maintenance obligations or as otherwise permitted under this Lease.

ARTICLE 9. USE.

9. USE.

9.1. Landlord agrees that, provided a default by Master Tenant has not occurred, Landlord will do nothing that will prevent Master Tenant from quietly enjoying and occupying the Premises during the Term. Without Landlord's prior written approval, Master Tenant is expressly prohibited from engaging in any type of business which is not generally associated with residential housing, (the "Permitted Use") and Master Tenant agrees that it will use the Premises in such manner as to not interfere with or infringe on the rights of other tenants in the Premises. Master Tenant agrees to comply with all applicable laws, ordinances, and regulations in connection with its use of the Premises, agrees to keep the Leased Units in a clean and sanitary condition, and agrees not to perform any act on the Premises which would increase any insurance premiums or cause the cancellation of any insurance policies related to the Premises. Master Tenant shall at all times comply with the of Landlord's Rules and Regulations as they may be amended from time to time.

9.2. Permitted Use. This Lease is subject to existing easements, agreements and encumbrances of record, if any, relating to the Premises. Master Tenant has satisfied itself that the use of the Premises contemplated by Master Tenant is compatible with Law, and is not relying on any assurances from Landlord regarding permitted uses at the Premises. Master Tenant may use the Premises for the placement of individuals and families in need of short-term housing assistance and for no other use without Landlord's prior written consent, which will not be unreasonably withheld or delayed. Landlord shall not conduct a background or credit review of the Sub-Tenants, but Master Tenant covenants not to place any Sub-Tenant that is listed on the National Sex Offender Registry.

9.3. Manner of Use. Master Tenant will not cause or permit the Premises to be used in any way that constitutes a violation of any federal, state, or local laws or that constitutes a nuisance or waste.

9.4 Master Tenant shall not use, generate, manufacture, store, or dispose of, in, under, or about the Premises or transport to or from the Premises, any Hazardous Materials. For purposes of this Lease, "Hazardous Materials" includes, but is not limited to: (a) flammable, explosive, or radioactive materials, hazardous wastes, toxic substances, or related materials; (b) all substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous chemical substances or mixtures" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., as amended by Superfund Amendments and Re-authorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; (c) those substances listed in the United States Department of Transportation Table (49 CFR 172.10 and amendments thereto) or by the Environmental Protection Agency (or any successor agent) as hazardous substances (40 CFR Part 302 and amendments thereto); (d) any material, waste, or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl's, (iv) designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to the Clean Water Act (33 U.S.C. § 1317); (v) flammable explosives; or (vi) radioactive materials; and (e) all substances defined as "hazardous wastes" in NRS 459.430. Landlord represents and warrants that it has no knowledge of any Hazardous Materials at or on the Premises. Removal of any existing Hazardous Materials shall be the Landlord's sole responsibility. Also, Landlord shall provide to the Master Tenant an asbestos survey letter if needed for the governmental agency to obtain a building permit. Hazardous Materials shall not include the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials, petroleum products, household products, paints, solvents, lubricants and other materials customarily used in the maintenance or use of comparable residential properties, (2) cleaning materials, household products, personal grooming items and other items sold in prepackaged containers for consumer use and used by tenants and occupants of residential dwelling units, and (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Parking Facilities, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with the aforementioned, or otherwise applicable, hazardous materials laws and regulations.

9.5. Landlord reserves the following rights, exercisable without notice to Master Tenant and without effecting an eviction, constructive or actual, and without giving right to any claim for set off or abatement of Rent: (a) to decorate and to make repairs, alterations, additions, changes or improvements in and about the Premises during customary business hours; (b) to take reasonable measures for the security of the Premises and its occupants; (c) to temporarily block off portions of the Parking Facilities for maintenance or construction purposes; (d) temporarily close any portion of the Common Area. Landlord shall not be required, by reason of Landlord's reservation of the foregoing rights, to take any action in furtherance thereof. Additionally, Landlord shall have the right to enter the Leased Units at reasonable times during Master Tenant's business hours except for emergencies for the purpose of inspecting the

Leased Units and reserves the right, during the last three months of the Term, to show the Leased Units to prospective tenants upon reasonable notice and at reasonable times. Landlord shall be permitted to take any action under this subparagraph without causing any abatement of Rent or liability to Master Tenant for any loss of occupation or quiet enjoyment of the Premises, and no such action by Landlord shall be deemed an actual or constructive eviction.

ARTICLE 10. REPAIRS AND MAINTENANCE

10. REPAIRS AND MAINTENANCE

10.1. Landlord's Obligations. At Landlord's sole cost, and regardless of the cost, except and to the extent any such maintenance or repair is required due to by the acts or omissions (including, for example, the negligence or willful misconduct, but excluding ordinary wear and tear, of Master Tenant or any Sub-Tenant) during the Term ("Tenant Damages"), Landlord must do all of the following:

A. maintain the Premises and Leased Units in compliance with The U.S. Department of Housing and Urban Development Housing Quality Standards enumerated in 24 CFR 882.109, most recently accessed at <https://www.govinfo.gov/content/pkg/CFR-1997-title24-vol4/pdf/CFR-1997-title24-vol4-sec882-109.pdf> (the "HUD Standards"). Landlord's failure to comply with the aforementioned standards is a material default of this Lease.

B. maintain, replace, repair and keep the following portions of the Premise in water-proof, leak-free, good condition and repair in accordance with all applicable laws and this Lease: (1) the foundation, including all points of access to the foundation; (2) the roof; (3) structural trusses and support system, structural walls, the structural elements of all interior and exterior walls and surfaces, including windows and doors; (4) repairs to the fire safety/sprinkler system, including the fire escape structure and dry stand pipes; (5) HVAC (including filters) and other mechanical systems including sewer, water, gas, electric, communication, and all other utility and building systems; (6) Common Areas including lighting, walkways, stairwells, elevators, trash receptacles, and parking areas; (7) landscape areas; (8) all finishes, fixtures and appliances in the Leased Units; and (9) damage to any other parts of the Premises caused by Landlord's failure to meet its obligations under this Section; and

C. promptly and diligently make any structural seismic, engineering, and other upgrades or improvements to the Premises as required by any existing or future laws.

D. Unless expressly provided to the contrary in this Lease, Landlord has no obligation to maintain, repair or replace any personal property of Master Tenant or Sub-Tenants unless caused by Landlord's or Landlord's agent's gross negligence or willful misconduct.

10.2. Master Tenant's Obligations.

A. Except for obligations assigned to Landlord under this Article, Master Tenant, at Master Tenant's cost, will keep the Leased Units in good repair, in a clean condition (ordinary wear and tear and damage by casualty excepted) and properly maintained at all times.

B. Master Tenant will be solely responsible for the costs of any claims, liability, damage, or destruction in or about the Premises that are a result of Master Tenant or Master Tenant's Sub-Tenant's damages, including any and all furniture in the Leased Units owned by Landlord. Except to the extent covered by insurance required by this Lease, Master Tenant will be solely responsible for all Master Tenant damages caused at the Premises. The Parties acknowledge that certain of Master Tenant's Sub-Tenant's that may participate in Master Tenant's programs are individuals requiring supportive services to adapt to living in a housed environment, which supportive services are Master Tenant's responsibility, and, therefore, Sub-Tenant's are the sole responsibility of Master Tenant, although the

aforementioned damages, by themselves shall not be the basis for an event of default unless Master Tenant fails to meet its obligations to repair (after notice and the expiration of applicable cure periods) when these damages occur.

ARTICLE 11. LIENS.

11. LIENS.

11.1. Master Tenant will keep the Premises free from liens arising out of any work performed, material furnished, or obligations incurred by Master Tenant during the Term. Landlord will have the right to post on the Premises any notices permitted or required by Law or that are needed for the protection of Landlord or the Premises from mechanics' and material suppliers' liens. Master Tenant will give Landlord at least ten (10) days' prior written notice of commencement of any repair or construction by Master Tenant on the Premises that costs more than \$2,500 per repair or construction.

11.2. Should any claim or lien be filed against, or should Master Tenant learn of any intention of any third party to file any claim or lien against, or should any action be commenced affecting the Premises and/or Landlord's interest in the Premises, Master Tenant will give Landlord notice of the lien or intention or action within ten (10) days after Master Tenant receives notice of the same. If Master Tenant does not, within thirty (30) days following the imposition of any lien, cause the lien to be released of record by payment or posting a bond, Landlord will have the right but not the obligation to cause the same to be released by any means it deems proper, including payment of the claim giving rise to the lien or filing of a bond in favor of any lien claimant. All sums paid by Landlord and all costs incurred in connection therewith, including any reasonable and actual attorneys' fees and costs, will be payable to Landlord by Master Tenant as Additional Charges with the next monthly payment of Rent payable no more than thirty (30) days after delivery to Master Tenant of evidence of Landlord's payment.

ARTICLE 12. UTILITIES.

12. UTILITIES.

12.1. Landlord shall provide the utilities listed below for each Leased Unit without any additional charge to the Master Tenant: Water, Sewer, Gas, and Trash.

12.2. Additionally, Landlord has also agreed to pay the electric power on behalf of the Master Tenant. The amount will be set by utilizing the amount set forth in the U.S. Department of Housing and Urban Development, Southern Nevada Regional Housing Authority guidance dated March 01, 2019. Master Tenant shall reimburse the Landlord on the same schedule Rent is paid. The amount charged shall be One Hundred Eighty and 00/100 Dollars (\$180.00) paid monthly per Leased Unit. However, if the bill exceeds the agreed upon amount by ten percent (10%) the Master Tenant shall pay Landlord as Additional Rent the amount in excess of the One Hundred Eighty Dollars and 00/100 Dollars \$180.00 and shall have the option to place utility services in the Master Tenant's name.

ARTICLE 13. INSURANCE.

13. INSURANCE.

13.1. LANDLORD'S INSURANCE.

A. At all times during the Term, Landlord must keep the Premises (excluding the land upon which it is located) and insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under an all risk insurance policy in an amount equal to 100% of replacement value in accordance with current Laws, excluding coverages for earthquake or flood. Landlord hereby waives any rights against Master Tenant for loss or damage to any

part of the Premises, to the extent covered by Landlord's property insurance.

B. In addition, Landlord, at no cost to City, shall procure and keep in effect at all times during the Term insurance as follows: (a) Commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000)), personal injury, products and completed operations, and explosion, collapse and underground (XCU); (b) Worker's Compensation Insurance with Employer's Liability Limits not less than One Million Dollars (\$1,000,000) each accident; and (c) to the extent not covered under the commercial general liability policy, coverage for business interruption insurance sufficient to provide coverage for rental losses for up to one lease year arising from a casualty event, which coverage shall be secondary to any coverage required of Master Tenant or any Master Tenant Invitees (and shall only contribute upon exhaustion of such coverage by Master Tenant and Master Tenant Invitees). All insurance policies required to be maintained by Landlord hereunder shall be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to Landlord.

13.2. The City, as Master Tenant, maintains a program of self-insurance. Landlord agrees that Master Tenant is not obligated to carry any third-party comprehensive general liability insurance or other insurance with respect to this Lease.

13.3. Waiver of Subrogation. Notwithstanding anything to the contrary in this Lease, each party hereby waives any right of recovery against its counter-party for any loss or damage relating to the Premises or any operations or contents therein (whether or not such loss is caused by the fault or negligence of the party so waiving the right) to the extent such loss or damage is covered by insurance that the party is required to purchase under this Lease or is otherwise actually recovered from insurance held by such party or recoverable through its agents. Each party agrees to obtain a waiver of subrogation endorsement from applicable insurance carriers issuing policies relating to the Premises. A party's failure to do so shall not affect the above waiver.

ARTICLE 14. DAMAGE AND DESTRUCTION OF PREMISES.

14. DAMAGE AND DESTRUCTION OF PREMISES.

14.1. In the event of fire or other casualty damage to the Premises during the Term which requires repairs to the Premises, Landlord shall commence to make said repairs within ninety (90) days after written notice by Master Tenant of the necessity therefor and shall diligently proceed therewith to completion. Rent shall be proportionately reduced while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the use carried on by Master Tenant in the Premises. Landlord shall have no obligation to repair, restore, or replace Master Tenant's or any Sub-Tenant's trade fixtures or personal property and Master Tenant shall be solely responsible therefor.

14.2. Notwithstanding the foregoing, if during the Term (a) the Premises are damaged or destroyed to the extent of twenty-five percent (25%) or more of the replacement value of the Premises, or (b) the Premises is destroyed as a result of a casualty not insured against, then Landlord shall have the right, to exercise notice in writing to Master Tenant given within ninety (90) days after said occurrence, to terminate this Lease. Provided, however, that if (x) Landlord is obligated, or elects, to make repairs under this Article, (y) such repairs are not substantially completed within ninety (90) days of the date upon which Landlord received notice of the fire or other casualty, and (z) the fire or other casualty is not a result of the negligent act or omission or willful misconduct of Master Tenant or any Sub-Tenant, Master Tenant shall have the right to terminate this Lease upon the expiration of such ninety (90) day period by delivering written notice to Landlord of Master Tenant's election to so terminate the Lease within thirty

(30) days after the expiration of such ninety (90) day period, provided that if Landlord substantially completes such repairs within thirty (30) days after Landlord receives Master Tenant's termination notice, then this Lease will remain in full force and effect. The provisions of this Article shall supersede the obligations of Landlord to make repairs as otherwise required under this Lease.

14.3. Notwithstanding the provisions of this Article, if the Premises or any other portion thereof are damaged by fire or other casualty resulting from the gross negligence or willful misconduct of Master Tenant or Sub-Tenants, Rent shall not be reduced during the repair of the damage, and Master Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent that cost and expense is not covered by insurance proceeds.

ARTICLE 15. CONDEMNATION AND EMINENT DOMAIN.

15. CONDEMNATION AND EMINENT DOMAIN.

15.1. General. If during the Term a Taking or Partial Taking of the Premises or any interest in this Lease occurs, the rights and obligations of the Parties will be determined under this Article. Master Tenant and Landlord intend that this Article will govern fully in the event of a Taking or Partial Taking and accordingly, the Parties each waive any right to terminate this Lease in whole or in part under any applicable Federal, State, or local law, if any. "Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under Law of all of the Premises or the interest under this Lease, and is consummated by recording a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

15.2. Total Taking; Automatic Termination. If a total Taking occurs, then this Lease will terminate as of the Date of Taking. "Date of Taking" means the earlier of the date upon which title to any portion of the Premises taken passes to and vests in the condemnor or the date on which Master Tenant is dispossessed.

15.3. Partial Taking; Election to Terminate.

A. If a Partial Taking occurs, then this Lease will terminate in its entirety if all of the following exist: (i) the Partial Taking, in Master Tenant's reasonable judgment, renders the remaining portion of the Premises untenable or unsuitable for continued use by Master Tenant for its intended purposes or otherwise materially adversely affects Tenant's normal operations in the Premises; (ii) the condition rendering the Premises untenable or unsuitable either is not curable or is curable but Landlord is unwilling or unable to cure the condition; and (iii) Master Tenant elects to terminate.

B. If a Partial Taking occurs, and the condition rendering the Premises untenable or unsuitable either is not curable or is curable but Landlord is unwilling or unable to cure the condition, then Master Tenant and Landlord will each have the right to terminate this Lease.

C. Either Party electing to terminate this Lease under the provisions of this Section may do so by giving written notice to the other Party before or within 30 days after the Date of Taking, and thereafter this Lease will terminate upon the later of the 30th day after the written notice is given or the Date of Taking.

15.4 Rent; Award. Upon termination of this Lease under Section 15.3 (Partial Taking; Election to Terminate), then: (a) Master Tenant's obligation to pay Rent will continue up until the date of termination, and thereafter will cease, except that Rent will be reduced to the extent of any partial taking, as provided in Section 15.5 (Partial Taking; Continuation of Lease) for any period during which this Lease continues in effect after the Date of Taking; and (b) Landlord will be entitled to the entire Award in

connection with the Partial Taking, except that portion of the Award, if any, made specifically for Master Tenant's relocation costs or the interruption of or damage to Master Tenant's use or damage to Master Tenant's personal property. Under no circumstances shall any award be given to Master Tenant based on a determination that the Rents under the Lease are below prevailing Fair Market Rents. "Award" means all compensation, sums or anything of value paid, awarded or received for a Taking, whether under judgment, agreement, settlement or otherwise.

15.5. Partial Taking; Continuation of Lease. If a Partial Taking occurs under circumstances where this Lease is not terminated in its entirety under Section 15.3 (Partial Taking; Election to Terminate), then this Lease will terminate as to the portion of the Premises so taken, but will remain in full force and effect as to the portion not taken, and the rights and obligations of the Parties will be as follows: (a) Rent will be reduced by an equitable amount based on the number of Leased Units available for Master Tenant's use; and (b) Landlord will be entitled to the entire Award in connection with the Partial Taking, except that portion of the Award, if any, made specifically for Master Tenant's relocation costs or the interruption of or damage to Master Tenant's use or damage to Master Tenant's or Sub-Tenants personal property.

15.6. Temporary Taking. If a Taking occurs with respect to the Premises for a period of time not in excess of 60 consecutive days, this Lease will be unaffected, and Master Tenant will continue to pay Rent and to perform all of the terms, conditions, and covenants of this Lease. In the event of a temporary Taking, Master Tenant will be entitled to receive that portion of any Award representing compensation for the use or occupancy of the Premises during the Term up to the proportion of the total Rent owing by Master Tenant for the period of the Taking, where the proportion is equal to the proportion of the square footage of the Premises subject to the Taking.

ARTICLE 16. ASSIGNMENT AND SUBLETTING.

16. ASSIGNMENT AND SUBLETTING.

16.1. Master Tenant shall not to assign this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, so long as such assignment is to another government or quasi-government entity providing transitional housing. Landlord acknowledges that Master Tenant intends allow Sub-Tenants to occupy the Leased Units to provide short-term housing assistance to individuals and families and such use is authorized by Landlord without any further action required by Master Tenant and that all Sub-Tenants shall abide by the terms of this Master Lease.

ARTICLE 17. SALE OF PREMISES.

17. SALE OF PREMISES.

17.1. If the Premises is sold, or this Lease is assigned by Landlord, Landlord shall automatically be entirely freed and relieved of all liability under any and all of Landlord's covenants and obligations contained in this Lease or arising out of any act, occurrence, or omission occurring after such sale or assignment, and the assignee or purchaser shall be deemed, without any further agreement between the Parties, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease, and shall be substituted as Landlord for all purposes from and after the sale or assignment.

ARTICLE 18. SUBORDINATION; ATTORNMENT; MODIFICATION; ASSIGNMENT.

18. SUBORDINATION; ATTORNMENT; MODIFICATION; ASSIGNMENT.

18.1. Master Tenant's interest under this Lease is subordinate to all terms of and all liens and interests arising under any ground lease, deed of trust, or mortgage now or hereafter placed on Landlord's

interest in the Premises. Master Tenant consents to an assignment of Landlord's interest in this Lease to Landlord's lender as required under such financing. If the Premises, or any part thereof, is sold as a result of a default under the mortgage, or pursuant to a transfer in lieu of foreclosure, Master Tenant shall, at the mortgagee's, purchaser's or ground lessor's sole election, attorn to the mortgagee or purchaser. This Article is self-operative; however, Master Tenant agrees to execute and deliver upon request such further instruments reasonably requested to subordinate this Lease to a lien of any mortgage or deed of trust, to acknowledge the consent to assignment and to affirm the attornment provisions set forth herein. Landlord shall obtain subordination and non-disturbance agreements upon Master Tenant's request.

ARTICLE 19. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS.

19. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS.

19.1. Master Tenant agrees to execute, acknowledge, and deliver to Landlord no more than once per year within fifteen (15) calendar days after written request:

A. An estoppels certificate either Landlord provided or a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications), (b) the dates to which Rent has been paid in advance, if any, (c) Master Tenant's acceptance and possession of the Leased Units, (d) the Commencement Date, (e) the Rent provided under the Lease, (f) that Landlord is not in default under this Lease (or if Master Tenant claims such default, the specific nature thereof), (g) that Master Tenant claims no offsets against Rent, and (h) such other information as may be reasonably requested with respect to the provisions of this Lease or the tenancy created hereby. Master Tenant's failure to timely deliver such statement shall be conclusive upon Master Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (j) that there are no uncured defaults in Landlord's performance, and (k) that not more than one month's Rent has been paid in advance.

ARTICLE 20. DEFAULTS; REMEDIES.

20. DEFAULTS; REMEDIES.

20.1. Events of Default by Master Tenant. Any of the following will constitute an event of default by Master Tenant under this Lease (each, a "Master Tenant Event of Default"):

A. The failure by Tenant to make any payment of Rent or any other payment required to be made by Master Tenant hereunder, as and when due. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subsection.

B. The failure by Master Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Master Tenant other than those referenced in subsection (A) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Master Tenant; provided, however, that if the nature of Master Tenant's noncompliance is such more than thirty (30) days are reasonably required for its cure, then Master Tenant shall not be deemed to be in default if Master Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Master Tenant under applicable Unlawful Detainer statutes.

C. Landlord's Remedies. Upon the occurrence of any Master Tenant Event of Default, Landlord will have all rights and remedies available under law or granted under this Lease,

including:

(1). Terminate Master Tenant's right to possession of the applicable Leased Unit(s) by any lawful means, in which case this Lease and the term hereof shall terminate as to said Leased Unit(s) and Master Tenant shall immediately surrender possession of the applicable Leased Unit(s) to Landlord. In such event Landlord shall be entitled to recover from Master Tenant all damages incurred by Landlord by reason of Master Tenant's default including, but not limited to, the cost of recovering possession of the Leased Unit(s); expenses of reletting, including necessary renovation and alteration of the Leased Unit(s), reasonable attorneys' fees, and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Master Tenant proves could be reasonably avoided.

(2). Maintain Master Tenant's right to possession in which case this Lease shall continue in effect whether or not Master Tenant shall have vacated or abandoned the applicable Leased Unit(s). In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

(3). Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located.

20.2. Event of Default by Landlord. Any of the following will constitute an event of default by Landlord under this Lease (each, a "Landlord Event of Default"):

A. Failure to comply with the HUD Standards. If the Premises and/or Leased Units do not comply with the HUD Standards, Landlord, upon written notice, immediately offer a another unit on the Premises to the Master Tenant. If no other units are available to Master Tenant, Master Tenant has the right, but not the obligation, to immediately (1) reduce the number of Leased Units under this Master Lease for each Leased Unit that is not in compliance with HUD Standards or (2) terminate this Master Lease with thirty (30) days' written notice for all Leased Units.

B. Subject to more specific provisions elsewhere in this Lease, if Landlord fails to perform any of its obligations under this Lease, then (without limiting any of Master Tenant's other cure rights under this Lease) Master Tenant, at its sole option, may cure the default at Landlord's cost if the default continues after thirty (30) days from the date Master Tenant gives notice to Landlord of Master Tenant's intention to perform the cure and Landlord has not promptly commenced pursuit of a cure. However, in the case of a default that for causes beyond Landlord's control (excluding any financial inability to perform) cannot with due diligence be cured within the thirty (30) day period, the thirty (30) day period may be reasonably extended if Landlord, promptly upon receipt of Master Tenant's notice, advises Master Tenant of Landlord's intention to take all steps required to cure the default, and Landlord promptly commences the cure and diligently prosecutes the same to completion.

C. Master Tenant's Remedies. Master Tenant will have all rights and remedies available under Law or granted under this Lease, including:

(1) If Landlord fails to cure any default within the cure period provided above, then, whether or not Master Tenant elects to cure Landlord's default as provided in this Lease, Rent will be abated to the extent to which the default renders all or any portion of the Leased Unit untenable or unsuitable for continued use by Master Tenant for its intended purposes or otherwise materially adversely affects Master Tenant's normal operations in the Leased Unit.

(2). If any default by Landlord continues for sixty (60) days and impairs Master Tenant's ability to use the Leased Unit, then Master Tenant will have the right to terminate this

Lease as to said Leased Unit upon written notice to Landlord within thirty (30) days after the expiration of the sixty (60) day period.

ARTICLE 21. DISPUTE RESOLUTION.

21. DISPUTE RESOLUTION.

21.1. The Parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Lease by conducting good faith negotiations. If the Parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by legal or equitable proceedings more particularly described in Article 24.3 below.

ARTICLE 22. BROKER'S COMMISSIONS.

22. BROKER'S COMMISSIONS.

22.1. Master Tenant represents and warrants that it has not had any dealings with any realtors, brokers, finders, or agents (collectively, "Brokers") in connection with this Lease and releases and agrees to indemnify Landlord from and against any Claims for commissions arising out of the actions of Master Tenant in connection with this Lease. Master Tenant releases and agrees to indemnify Landlord from and against any other claims for commissions.

ARTICLE 23. LIABILITY.

23. LIABILITY.

23.1. Each party shall be responsible for its own acts and omissions and the acts and omissions of its (as applicable) elected officials, officers, members, directors, employees, Sub-Tenants, and agents and for any and all claims, losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of this Lease and the activities hereunder.

In no event shall the language herein constitute or be construed as a waiver or limitation of the City'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 applicable law, including Nevada Revised Statute Chapter 41.

ARTICLE 24. GENERAL PROVISIONS.

24.1. NOTICE. All notices required or permitted under this Lease shall be given in writing and shall be validly given to the address and email as listed on the Master Lease Summary only if (a) received by the party to whom it was directed by hand delivery or personal service; or (b) deposited with the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to be notified at the address for such party; (c) deposited with a nationally recognized courier service such as FedEx, keeping records of deliveries and attempted deliveries and addressed to the party to be notified at the address for such party; or (d) an electronic record sent to the email address of the recipient stated in this Section. Service by mail or courier shall be conclusively deemed made upon receipt or on the first business day delivery is attempted. Email notices shall be effective when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

24.2. FORCE MAJEURE. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control including quarantine restriction, epidemic, pandemic, fire or other

casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse the Master Tenant from the prompt payment of any Rent or charge required of the Master Tenant hereunder.

24.3. CHOICE OF LAW; VENUE; WAIVER OF JURY TRIAL; ATTORNEY FEES.

A. Governing Law. This Lease and all disputes between the Parties under or related to this Lease or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

B. Venue. Subject to the terms of Article 21, each of the Parties hereby irrevocably and unconditionally submits for itself, to the exclusive jurisdiction of any Nevada state court or federal court of the United States of America located in Clark County, Nevada and any appellate court from any thereof, in any proceeding arising out of or relating to this Lease or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such proceeding except in such courts, (ii) agrees that any claim in respect of any such proceeding may be heard and determined in such Nevada state court or in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such Nevada state or federal court, and (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court. Each of the Parties agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

C. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LEASE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, AND (III) IT MAKES SUCH WAIVERS VOLUNTARILY. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

D. Attorney's Fee. In any action or proceeding arising out of this Lease, including the enforcement of this Lease, or any part thereof, or the exercise of any other remedy herein provided for any event of default by the other party (either by direct action or counterclaim), the non-prevailing party in such action or proceeding shall pay to the prevailing party therein such prevailing party's reasonable attorneys' fees, expert witness fees, and costs. In addition to the foregoing award of attorneys' fees and costs to the prevailing party, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Lease or the merger of this Lease into any judgment on such instrument.

24.4. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between the Parties with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included in this Lease. There are no other representations, covenants or warranties between the parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Lease. The parties agree that any deletion of language from this Lease prior to its mutual execution by SNRHA and the City shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

24.5. SEVERABILITY. It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

24.6. CAPTIONS. 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.

24.7. AMENDMENTS; AUTHORITY. To be effective and binding on the Parties, any amendment, modification, addition or deletion to the provisions of this Lease must be made in writing and executed by both Parties in the same manner as this Lease.

Upon approval of this Lease by the Las Vegas City Council and after it has been fully executed by signature of all Parties, the City's Department of Neighborhood Services Director 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.

24.8. 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 the Parties acknowledge that any consent or approval required of either party under this Lease, may require the party to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

24.9. 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.

24.10. RECORDATION. This Lease shall not be recorded.

24.11. 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 any rights or remedies under or by reason of this Lease, including any Sub-Tenants of Master Tenant.

24.12. INCORPORATION OF TERMS. Any introductory language and recitals set forth above, and the Exhibits referenced herein and attached hereto are incorporated into this Lease by reference and made a part hereof.

24.13. CALENDAR DAYS. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and all holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or holiday, the next business day shall be the applicable deadline.

24.14. COUNTERPARTS; ELECTRONIC DELIVERY. This Lease 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.

24.15. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Owner warrants that it has disclosed on the form attached as Exhibit A, all principals, including partners, of the entity listed as Owner, as well as any person or entity who holds more than a one percent (1%) interest in the entity listed as Owner. Throughout the term hereof, the Owner shall notify the City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[SIGNATURES CONTINUED ON NEXT PAGE]

MASTER LEASE
CITY OF LAS VEGAS AND RESIDENCE AT SIERRA VISTA, LLC

Signature Page

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Council Action:


_____, 20____; Item #_____

ATTEST:

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

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

By:  2/21/23
Deputy City Attorney Date

**MASTER LEASE
CITY OF LAS VEGAS AND RESIDENCE AT SIERRA VISTA, LLC**

Signature Page (continued)

RESIDENCE AT SIERRA VISTA, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name:	
Address:	City / ST / Zip:
Telephone:	EIN or DUNS :
Block 2: Description / Subject Matter of Contract	
Services for:	Project Number:

Block 3: <u>Type of Business</u>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification (*Notarized signature required in event of contract award per section 4, "Incorporation"*)

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Signature

Date

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Signature