

FIRST AMENDMENT

TO

MEDICAL SCHOOL BUILDING AND GROUNDS LEASE

THIS FIRST AMENDMENT TO MEDICAL SCHOOL BUILDING AND GROUNDS LEASE (this “Amendment”) is made and entered into as of _____, 2024, between Nevada Health and Bioscience Asset Corporation, a Nevada non-profit corporation established as a supporting charitable organization for the benefit of UNLV School of Medicine (“Landlord”) and the Board of Regents of the Nevada System of Higher Education, for and on behalf of the University of Nevada, Las Vegas (“Tenant”)

RECITALS:

Landlord and Tenant are parties to the Medical School Building and Grounds Lease, dated as of March 18, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “MEB Lease”). Landlord and Tenant are also parties to that certain Development Agreement for the UNLV School of Medicine, dated as of January 30, 2020 (the “MEB Development Agreement”). In connection with Landlord’s proposal to build the Southern Nevada Public Health Lab on the MEB Parcel (as defined in the MEB Lease) and the parties’ agreements as set forth in that certain Development Agreement for the Southern Nevada Public Lab, executed as of even date herewith, the parties desire to amend certain provisions of the MEB Lease, as set forth herein. Except as specifically amended herein, all other provisions of the MEB Lease remain unmodified and in full force and effect.

AGREEMENTS:

NOW, THEREFORE, for valuable consideration, whose receipt and sufficiency are acknowledged, the Landlord and Tenant agree as follows:

1. Terms Defined in MEB Lease. Capitalized terms used herein but undefined herein shall have the meaning assigned to such term in the MEB Lease.

2. Legal Description Amendment. After completion of the subdivision process set forth in Article 1 of the Lab Development Agreement, as evidenced by recordation of a commercial subdivision map, recordation of records of survey for the parcel referenced in Article 1, together with corresponding deeds therein: (i) Exhibit “A” to the MEB Lease shall be deemed modified and replaced with the legal description for the MEB Parcel (as defined in the Lab Development Agreement); and (ii) the definition of “Premises” shall refer to the MEB Parcel, as improved by the MEB. After completion of the subdivision process as provided in the Lab Development Agreement, the reversionary right and obligation for Landlord to convey the property constituting the Lab Parcel to UNLV upon expiration of the Initial Term, as set forth in Section 2.1 of the MEB Lease, shall be of no further force and effect. Notwithstanding the foregoing, UNLV’s reversionary right and Landlord’s obligation to reconvey to UNLV shall continue to apply to all portions of Premises (as amended herein).

3. Memorandum of Lease. In connection with Section 24 of the MEB Lease, the Memorandum of Lease attached hereto as Exhibit “A” shall be executed and recorded immediately after execution of this Amendment.

4. Counterparts. This Amendment may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A telecopy, facsimile or other electronic signature (sign as pdf) of any party shall be considered to have the same binding effect as an original signature.

5. Governing Law, Venue, Waiver of Jury. This Amendment shall be governed in all respects by the laws of the State of Nevada. The provisions of Section 28.4 and Section 28.10 of the MEB Lease are incorporated herein as if expressly set forth herein, *mutatis mutandis*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the day and year first written above.

LANDLORD:

NEVADA HEALTH AND BIOSCIENCE ASSET CORPORATION, a Nevada non-profit corporation, a supporting charitable organization for the benefit of UNLV School of Medicine

By: _____
Name:
Title:

TENANT:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Recommended:

Keith Whitfield
UNLV President

Approved:

Patricia Charlton
Chancellor, NSHE

Date

Exhibit "A"
Memorandum of Lease

APN: _____

Recording Requested By and
When Recorded Return To:

NEVADA SYSTEM OF HIGHER EDUCATION
Office of the Chancellor
4300 S. Maryland Parkway
Las Vegas, Nevada 89119

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is executed this ___ day of _____, 2024, by and between **NEVADA HEALTH AND BIOSCIENCE ASSET CORPORATION**, a Nevada non-profit corporation established as a supporting charitable organization for the benefit of the UNLV School of Medicine ("NHBAC" or "Landlord") and **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS** ("UNLV" or "Tenant").

A. NHBAC as "Landlord" and UNLV as "Tenant" entered into that certain Medical School Building and Grounds Lease, dated March 18, 2020 (the "Lease").

B. Tenant has requested that notice of the Lease be recorded.

NOW, THEREFORE, upon the terms and conditions set forth herein and other terms and conditions more fully set forth in the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. Term. Pursuant to Section 2.1 of the Lease, the Lease Term began on or about May 18, 2023 and shall expire at 11:59 p.m. on January 15, 2030.

2. Use. Pursuant to Section 4 of the Lease, Tenant shall use the Premises exclusively for the Medical School (as defined in the Lease), activities directly related to the allopathic instruction and training of prospective medical doctors, including, without limitation, traditional classrooms and cadaver laboratory facilities, together with ancillary activities commonly associated with the support of students and faculty in a medication education setting (the "Primary Permitted Use" as defined in the Lease). Tenant may also use the Premises for fundraising activities, special events and other purposes (e.g., as extra classroom space for other programs, or for conferences or conventions), so long as such uses are incidental to and are not disruptive of the Primary Permitted Use.

3. Miscellaneous.

a. The sole purpose of this Memorandum is to give notice of the Lease and not to bind the parties to additional terms. There are many terms, covenants and conditions set forth in the Lease that are not expressly recited herein, but notwithstanding same, all of terms, covenants and conditions set

forth in the Lease are incorporated herein by this reference to the same extent as if the Lease was fully set forth herein. Nothing contained herein shall be deemed to modify the Lease or to add interpretive guidance to the Lease terms.

b. Capitalized terms not defined in this Memorandum shall have the meaning ascribed to them in the Lease.

c. The terms, covenants and conditions contained in the Lease, shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors and assigns.

[remainder of page blank – signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date and year first above written.

LANDLORD:

NEVADA HEALTH AND BIOSCIENCE ASSET CORPORATION
a Nevada non-profit corporation

By:

Name:

Title:

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024 by _____ of NEVADA HEALTH AND BIOSCIENCE ASSET CORPORATION, a Nevada non-profit corporation.

[Seal]

NOTARYPUBLIC

My Commission Expires _____

[additional signatures and acknowledgments follow]

TENANT:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS
VEGAS

Recommended:

By:
D. Keith E. Whitfield, President
University of Nevada, Las Vegas

Date: _____

Approved:

By: _____
Patricia Charlton, Chancellor
Nevada System of Higher Education

Date: _____

[acknowledgments appear on following page]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024 by D. Keith E. Whitfield, as President of the University of Nevada, Las Vegas on behalf of the Board of Regents of the Nevada System of Higher Education.

[Seal]

NOTARY PUBLIC
My Commission Expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024 by Patricia Charlton, as Chancellor of the Nevada System of Higher Education on behalf of the Board of Regents of the Nevada System of Higher Education.

[Seal]

NOTARY PUBLIC
My Commission Expires _____

EXHIBIT "A"

PREMISES

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION (33) TOWNSHIP (20) SOUTH, RANGE (61) EAST., M.D.B. & M. SAVING AND EXCEPTING THAT PORTION THEREOF A DEDICATED AS EL DORADO AVENUE ON THE MAP OF BUOL'S ADDITION TO LAS VEGAS AS RECORDED IN BOOK 1 OF PLATS, PAGE 29 AND BUOL'S SECOND ADDITION IN BOOK 1 OF PLATS, PAGE 28, CLARK COUNTY NEVADA RECORDS.

AND EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION BY DEED RECORDED OCTOBER 05, 1944, AS BOOK 36 OF DEEDS PAGE 256, DOCUMENT NO. 187501, OF CLARK COUNTY NEVADA OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY RESOLUTION ACCEPTING DEED RECORDED JANUARY 31, 1951 AS BOOK 63 OF DEEDS PAGE 429, DOCUMENT NO. 362473, OF CLARK COUNTY NEVADA OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION OF THE COUNTY OF CLARK RECORDED MARCH 01, 1972 IN BOOK 211, DOCUMENT NO. 170291, OF CLARK COUNTY NEVADA OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION AS VACATED BY THAT CERTAIN ORDER OF VACATION, RECORDED JULY 23, 1981, IN BOOK 1437.