

BOARD OF REGENTS
BRIEFING PAPER

1. AGENDA ITEM TITLE: Request to Approve Long-Term Lease Agreement for the UNLV Center for Academic Enrichment and Outreach

MEETING DATE: June 7-8, 2018

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The Board of Regents Handbook defines a long-term lease agreement as one that’s for a period greater than five (5) years or alternatively, where the value is over \$500,000 in total lease payments. This lease agreement (the “**Lease**”) with Executive Center, LLC (the “**Landlord**”) meets each of those criteria. *See*, the Lease incorporated hereto as “Attachment A.” As described below, the purpose of the Lease is to enter into a new agreement for a seven-year term that has a value of \$2.47 million dollars.

Background Information

The UNLV Center for Academic Enrichment and Outreach (the “**CAEO**”) is a federally grant funded program designed to motivate and support students from disadvantaged backgrounds in the pursuit of a college degree. Additionally, the CAEO serves low-income individuals, first generation college students, and individuals with disabilities. The program has been located at 1455 E. Tropicana Avenue, bearing Assessor Parcel Number 162-26-112-001 (the “**Premises**”), since April 1999 and currently leases 20,896 square feet of office, classroom, and research space, along with 1,142 additional square feet of storage space. Combined, both portions of the Premises equate to 22,038 square feet. Due to the large amount of square footage required to accommodate the program, alternative space on the UNLV campus is not available.

The CAEO has procured federal grant funding that will remain in effect through September, 2025. Due to the newly acquired grant funds, a seven-year lease term is being requested which will run concurrently with the term of the grant. Terms of the Lease allows for early termination should federal appropriations be discontinued. The Lease will become effective on September 1, 2018 and terminate on August 31, 2025 (“**Lease Term**”).

Fiscal Information

The cost of the Lease for the entire seven-year term will total \$2.47 million which will be funded entirely by federal grant monies. *See*, table below that provides a more detailed summary of the payment schedule for the Lease Term. The monthly price per square foot for the administrative office space will begin at \$1.55 or \$18.60 annually, increase by two percent after year two of the Lease Term, and is considered a full-service lease; therefore, no additional payments are due to the Landlord for operations and maintenance costs or common area maintenance expenses. The lease rate for the storage space will remain constant throughout the Lease Term at \$0.26 per square foot monthly or \$3.12 annually. Market data for the third quarter of 2018 indicates that full service rental rates for the submarket where the property is located averaged \$1.75 per square foot monthly or \$21.00 annually. In addition, the landlord has agreed to complete tenant improvements at their expense in the form of repainting, installation of new flooring throughout the Premises, and making changes to some floor plans so that the space is more conducive to the needs of the CAEO.

Lease Year	Office/Administrative Space Annual Rent	Storage Space Annual Rent
1 & 2	\$388,665.60	\$3,600.00
3	\$396,438.96	\$3,600.00
4	\$404,367.72	\$3,600.00
5	\$412,455.00	\$3,600.00
6	\$420,704.16	\$3,600.00
7	\$429,238.20	\$3,600.00
Total	\$2,451,869.64	\$18,000.00
Overall Total Lease Payments		\$2,469,869.64

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

The University of Nevada, Las Vegas requests Board approval to enter into a seven-year Lease for the Premises located at 1455 E. Tropicana Avenue, and bearing Assessor Parcel Number 162-26-112-001, which will be occupied by the UNLV Center for Academic Enrichment and Outreach. UNLV further requests that the Chancellor be granted authority to execute the Lease, any amendments, and any ancillary documents deemed appropriate by the System General Counsel to implement all terms and conditions associated with the agreement.

4. IMPETUS (WHY NOW?):

- The current lease will expire on August 31, 2018 and the new Lease Term will begin September 1, 2018.
- CAEO has acquired grant funding that will remain in effect through September 2025.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- Access (Increase participation in post-secondary education)
- Success (Increase student success)
- Close the Achievement Gap (Close the achievement gap among underserved student populations)
- Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)
- Research (Co-develop solutions to the critical issues facing 21st century Nevada and raise the overall research profile)
- Not Applicable to NSHE Strategic Plan Goals

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

The lease will accommodate space needs for the CAEO which is a federally grant funded program designed to motivate and support students from disadvantaged background in the pursuit of a college degree and serves low-income individuals, first generation college students, and individuals with disabilities.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Lease payments will be funded entirely by federal grant monies.
- Rates to be paid throughout the Lease Term are below current Las Vegas market rental rates.
- Landlord has agreed to incur the cost of providing tenant improvements for the Premises.
- Communication infrastructure improvements have already been made therefore no additional costs will be invested for these types of services.
- Lease allows for early termination should federal appropriations be discontinued.
- Due to amount of square footage needed by the program, alternative space on the UNLV campus is not available.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- The lease is a long term seven-year commitment, which would prevent UNLV from relocating to another property within that time period if lower rates were to become available however that scenario is unlikely to take place based on current market conditions and trends.

8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

- CAEO could relocate to another property but, based on market research, the rates would be higher than those being offered under the terms of this Lease.

9. RECOMMENDATION FROM THE CHANCELLOR’S OFFICE:

Approve lease

10. COMPLIANCE WITH BOARD POLICY:

Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 9.1

Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____

Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____

Other: _____

Fiscal Impact: Yes No _____

Explain: The overall cost for the seven-year term equates to \$2.47 million. Lease payments to be funded by federal grant monies procured by the UNLV Center for Academic Enrichment and Outreach.

ATTACHMENT A
CAEO LEASE AGREEMENT

LEASE

THIS LEASE AGREEMENT (“**Agreement**”), made by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, hereinafter referred to as “**Lessee**,” and Executive Center LLC a Nevada Limited-Liability Company, hereinafter referred to as “**Lessor**”;

WITNESSETH:

WHEREAS, Lessor is the owner of the premises described below; and

WHEREAS, Lessee desires to lease the described premises for the purposes contained herein;

NOW, THEREFORE, Lessor and Lessee agree as follows:

1.0 Premises:

For and in consideration of the premises, the rents reserved herein, the covenants and agreements herein contained, and other valuable consideration, Lessee does hereby hire and take from Lessor, and Lessor does hereby grant and lease to Lessee, that office and building space described in Exhibit A, upon the terms and agreements and conditions following. Exhibit A is attached hereto and by this reference made a part hereof.

2.0 Terms:

The terms of this Lease shall be for a period of Eighty Four (84) Months, beginning September 1, 2018 and ending August 31, 2025.

3.0 Governing Law:

Lessor and Lessee agree that the laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this lease. Any and all disputes arising out of or in connection with the lease shall be litigated only in the 8th Judicial District Court in and for the County of Clark, State of Nevada, and Executive Center LLC hereby expressly consents to the jurisdiction of said court.

4.0 Rent:

4.1 Lessor reserves and Lessee agrees to pay as rent for the main premises without notice or demand, to Lessor rent per the following schedule:

Term	Per Square Foot cost	Monthly Rent
9/1/18-8/31/2020	\$1.55	\$32,388.80
9/1/2020-8/31/2021	\$1.58	\$33,036.58
9/1/2021-8/31/2022	\$1.61	\$33,697.31
9/1/2022-8/31/2023	\$1.64	\$34,371.25
9/1/2023-8/31/2024	\$1.68	\$35,058.68
9/1/2024-8/31/2025	\$1.71	\$35,759.85

4.2 Lessor reserves and Lessee agrees to pay as rent for the storage premises without notice or demand, to Lessor \$300.00 per month.

4.3 If any month of the lease term is less than a full calendar month, the rent for such month shall be prorated according to the number of days in that month.

4.4 Rent Submission.

Payments will be paid to MDL Group.

Mail to:

MDL Group

3065 S. Jones Blvd., Suite 201

Las Vegas, NV 89146

5.0 Use of the Premises:

Lessee will use and occupy the premises for the purpose of general office, classroom, research, and laboratory use and any other legally permitted uses. Use for any other purpose is prohibited without first obtaining the written consent of Lessor therefor. Lessee will conform to and comply with all applicable municipal, state, and federal laws in using the premises, and will not use or suffer to be used the premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the premises. Lessee will conform to and comply with all applicable and commercially reasonable Lessor regulations and policies as well as all municipal, state, and federal laws (the "Laws") in using the Premises, and will not use or suffer to be used the Premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the Premises.

6.0 Condition of Premises and Repairs:

Lessee has examined the premises prior to the execution hereof, knows the condition thereof, and acknowledges that Lessee has received the premises in good order and condition, and that no representation or warranty as to the condition or repair of the premises has been made by Lessor. At the expiration of the term of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

7.0 Alterations, Additions and Improvements:

7.1 Lessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about the premises without first obtaining the written consent of Lessor therefore; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions, and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind whatsoever shall be created against or imposed upon the premises or any part thereof.

7.2 Alterations, additions, or improvements on or in the leased premises at the commencement of the lease term, and that may be thereafter erected or installed therein, shall become part of the premises and the sole property of Lessor, except that all moveable nonfixtures installed by Lessee shall be and remain Lessee's property and shall not become the property of Lessor.

8.0 Service to the Premises:

8.1 Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the premises. Items not checked shall not be the responsibility of either party.

8.1.2	<u>Lessor</u>	<u>Lessee</u>	
	(X)	()	Water
	(X)	()	Sewer
	(X)	()	Refuse Removal
	(X)	()	Gas
	(X)	()	Electricity
	(X)	()	Heating and Cooling Systems
	(X)	()	Janitorial Service and Supplies Inside and Outside the Premises

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Chilled Drinking Water |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Maintenance and Upkeep |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Carpeting repair, unless damage caused by Lessee |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Lighting Fixtures |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Alarm System |
| | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Intra-Institutional Telephone Service |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Telephone Installation, Service, Billing and Long Distance Charges |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Redecorating and Painting |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Tenant shall be assigned Parking space numbers 59-85 |

8.2 Lessee shall furnish and pay for any services or supplies not itemized above.

9.0 Capital Expenditure's

9.1 Landlord to provide Tenant Improvements as described in **Exhibit "B"** hereto) with a Capital Expenditure Budget not to exceed One Hundred and Twenty Thousand and no/100 (\$120,000.00.) The Capital Expenditure Budget shall include all expenses associated with space planning, engineering, construction drawings, and construction of Tenant's interior improvements including mini blinds, FF&E, supervision, and any necessary permits so long as they are associated with the Premises. All costs in excess of the Capital Expenditure Budget shall be the financial responsibility of the Tenant.

- (i) Landlord shall oversee Tenant Improvements on Tenant's behalf. Landlord.
- (ii) Tenant, at its sole cost and expense, is responsible for any data/phone/access control cabling, equipment and FF&E.
- (iii) Landlord and Tenant shall complete Working Drawings (defined in **Exhibit "B"** hereto) by March 15, 2018. If Landlord does not deliver possession of the Premises to Tenant on or before the estimated Rent Commencement Date (as set forth in Article 1.A, above Notwithstanding the foregoing,

provided that Tenant has approved the Working Drawings (defined in **Exhibit "B"** hereto) by March 15, 2018 and the Working Drawings are otherwise in a condition so that Landlord may approve and submit the same to the County for building permits for the Improvements, if the Substantial Completion of the Improvements has not occurred on or before the 91st day after the contingency described below in Section 9.2 is removed (the "**Deadline Date**") (as such Deadline Date may be extended pursuant to the terms hereof), then, as Tenant's sole and exclusive remedy, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord within three (3) days after the Deadline Date. Tenant acknowledges and agrees that the Deadline Date shall be extended one (1) day for each day of delay of the Substantial Completion of the Improvements caused by Tenant Delay. Notwithstanding any contrary provision contained in this Lease, for purposes of this subsection (a), the failure of the City to issue the building permit for the Improvements within sixty (60) days following the date the same are submitted shall constitute a Force Majeure delay. If Tenant timely terminates this Lease pursuant to this subsection (a), then from and after such termination effective date, neither Landlord nor Tenant shall have any further rights or obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease. Landlord and Tenant hereby stipulate that the Premises contains the number of square feet specified in Article 1.B. of the Basic Lease Provisions, except that the rentable and usable square feet of the Premises and the Project are subject to verification from time to time by Landlord's architect/space planner, whose determination shall be binding on the parties. In the event that Landlord's architect/space planner determines that the amounts thereof shall be different from those set forth in this Lease, all amounts, percentages and figures appearing or referred to in this Lease based upon such incorrect amount (including, without limitation, the amount of the Basic Rental,

9.2 Contingency. This Lease is expressly conditioned upon the approval of this Lease by the Board of Regents of the Nevada System of Higher Education on behalf of University of Nevada, Las Vegas, (such entity, the "Board of Regents" and such contingency, the "Lease Contingency") by June 7-8, 2018 ("Approval Deadline Date"). Tenant shall inform Landlord, in writing, whether or not the Lease Contingency has been satisfied within three (3) days following the Approval Deadline Date. If the Board of Regents disapproves the Lease, Tenant shall have the right (by delivering written notice to Landlord) to either extend the Approval Deadline Date until the next monthly meeting of the Board of Regents or terminate this Lease. If Tenant elects to extend the Approval Deadline Date, then Tenant shall inform Landlord, in writing, whether or not the Lease Contingency has been satisfied within five (5) business days following the extended Approval Deadline Date. If the Board of Regents again disapproves the Lease, then both Landlord and Tenant shall each have the right to terminate this Lease by delivering to the other party written notice of such election within the first five (5) business days following the extended Approval Deadline Date. The effective date of such termination shall be the date of the terminating party's delivery of such termination notice. Upon the termination of this Lease pursuant to this paragraph, Landlord and Tenant shall be automatically released from all rights and obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease. Tenant hereby acknowledges and agrees that Landlord shall have no obligation to commence the design or construction of the Improvements described in Exhibit "B" attached hereto unless and until

Tenant has delivered to Landlord written notice of satisfaction of the Lease Contingency (i.e., that the Board of Regents has approved this Lease).

10.0 Lessor's Right of Entry:

Lessor shall have the right, at any reasonable time, to enter upon the premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the premises, providing such improvements, alterations, and additions are reasonably necessary or convenient to the use to which the premises are being put at the time, but at no time shall Lessor be compelled or required to make any improvements, alterations, or additions.

11.0 Assignment and Subletting:

This Lease shall not be assigned, subleased, or mortgaged in whole or in part without the written consent of Lessor.

12.0 Holding Over:

Lessee's holding or continued use or occupancy beyond the term of this Lease shall be construed as a tenancy from month to month at the same monthly rent and subject to the same conditions set forth in this Lease

13.0 Condemnation:

13.1 In the event the premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, as of the date title shall vest in said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term of that portion of the rent reserved in the proportion that the premises remaining after the taking, damaging, or condemnation bears to the whole of the premises before the taking, damaging, or condemnation. All damages and payments resulting from said taking, damaging, or condemnation of the premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

13.2 In the event only a part of the premises is taken and the portion remaining is unsuitable or insufficient for Lessee's purposes, Lessee has the right or option to terminate the Lease as to the remaining portion by giving written notice to Lessor specifying the date of termination.

14.0 Destruction:

14.1 If at any time during the term of this Lease, or any extension or renewal thereof, the premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Lessee within the period of 30 days after the damaging event; and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such premises shall have been rebuilt and repaired. In

case, however, Lessor elects not to rebuild or repair said premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate.

14.2 In the event of termination of this Lease under the terms of clause 14.1, the Lessee shall have a reasonable period of time to vacate the premises.

14.3 All notices sent under the terms of this provision shall conform to the provisions of Section 21.0, "Modification," and Section 22.0, "Notice."

15.0 Code and Regulations:

Lessor shall be required to meet all federal, state, and local codes and regulations, including but not limited to OSHA. In addition, Lessor shall be required to:

15.1 Respond in writing to Lessee complaints within five (5) working days after receipt of a written complaint from Lessee.

15.2 Determine the cause of and remedy any building deficiencies.

15.3 Keep records of inspection, maintenance, and remedial actions and make such records available upon written request to Lessee management and the applicable regulatory agency.

16.0 Termination:

In the event Lessee fails to pay rent as required herein, Lessee shall be in default of this lease, which default must be cured or removed without notice within 15 days from the date of the rental payment as due and payable, or else Lessor may terminate this Lease forthwith in accordance with applicable law.

17.0 Default:

Lessor shall, on default with respect to any of the provisions of this Lease by Lessee except for the payment of rent, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have thirty (30) days either to correct the condition or commence corrective action if the condition cannot be corrected in thirty (30) days. If the condition cannot be corrected in thirty (30) days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms and conditions of the Lease by any other method available under the law.

18.0 Waivers:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

19.0 Binding on Heirs, Successors, and Assigns:

This Agreement shall be binding upon and inure to the benefit of their heirs, personal

representatives, and permitted assigns, as applicable, of the Lessor and the Lessee.

20.0 Entire Agreement:

This Agreement (with its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 20.0 on "Modification."

21.0 Modification:

This Lease may be amended at any time only upon mutual agreement in writing of the parties.

22.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO THE LESSEE:

University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas, Nevada 89154-3070
Attention: Dean

With a copy to:

University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451018
Las Vegas, Nevada 89154-1027
Attention: Real Estate Department

And to:

University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451033
Las Vegas, Nevada 89154-1033
Attention: Purchasing Department

TO THE LESSOR:

MDL Group
3065 S. Jones Blvd., Suite 201
Las Vegas, NV 89146

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

23.0 Access:

Lessee has the right of reasonable ingress and egress and to parking facilities.

24.0 Discrimination:

In the use or occupancy of the premises Lessee will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, or handicap.

25.0 Quiet Enjoyment:

On payment of rents and performance of the covenants and agreements on the part of Lessee to be paid and performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all of the rights, privileges, and appurtenances granted herein.

26.0 Lessee's Insurance and Indemnification Provisions:

26.1 During the term of this Lease and any extension thereof, Lessee shall maintain in force Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 Annual Aggregate or self-insurance sufficient to cover the Lessee's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

26.2 In accordance with the limitations of NRS 41.0305 to NRS 41.039, the Lessee agrees to indemnify and hold Lessor harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessee, its officers, employees, and agents under this Lease. Lessee's indemnity obligation in tort is limited to \$100,000 per cause of action in accordance with NRS 41.035. Lessee will assert the defense of sovereign immunity in all legal actions.

26.3 Lessee shall not be liable for claims arising out of the use of the common areas and parking lots.

26.4 Lessee agrees to provide property insurance on the building and contents if Lessee occupies the entire building, otherwise Lessor shall provide property insurance for the building and Lessor's contents.

26.5 Lessee shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessee by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapters 616A-D and all other related chapters, is not required.

27.0 Lessor's Insurance and Indemnification Provisions:

27.1 The Lessor agrees to indemnify and hold Lessee harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessor, its officers, employees, and agents under this Lease.

27.2 Lessor shall, at Lessor's sole expense, procure, maintain, and keep in force for the duration of the Lease the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Lessee, the required insurance shall be in effect at commencement of the Lease and shall continue in force

as appropriate until the lease expires and Lessee vacates the premises.

Workers' Compensation and Employer's Liability Insurance

Lessor shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessor by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

27.3 Deductibles and Self-Insured Retentions: Insurance maintained by Lessor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lessee. Such approval shall not relieve Lessor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the institution's Risk Manager.

27.4 Approved Insurer: Each insurance policy shall be:

- a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- b. Currently rated by A.M. Best as "A- IX" or better.

27.5 Evidence of Insurance: Prior to the start of the Lease, Lessor must provide the following documents to the Lessee:

- a. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Lessee to evidence the insurance policies and coverages required of Lessor.
- b. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the Lessee, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be

sent by certified mail to the address specified herein.

27.6 Waiver of Subrogation: Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the premises or its contents, or the building regardless of whether such loss or damage is caused by the negligence of Lessee or Lessor, arising out of the peril or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Lessor or Lessee pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Lessor or Lessee shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

27.7 Access: Lessor agrees to provide Lessee and its insurer access and authority to investigate on site and to obtain such information from Lessor as may be required to defend the Lessee and its officers or employees from claims or litigation arising from activities under this Lease.

28.0 Fiscal Fund Out

The Lessor acknowledges that the Lessee's ability to fund this Lease is based on grants from the certain governmental entities. Provided that Lessee is not then in default under this Lease, then, notwithstanding any contrary provision contained in this Lease, Lessee, at its sole discretion, may terminate this Lease if, and only if, through no fault of Lessee, all available funding is completely eliminated (such that there remains no funds available to fund Lessee's obligations under this Lease). Lessee must give at least ninety (90) days prior written notice to Lessor of its election to terminate this Lease, which notice shall be accompanied by written evidence of such complete loss of funding. Basic Rental and all other amounts payable by Lessee shall be paid through and apportioned as of such termination effective date and from and after the termination effective date, neither Lessor nor Lessee shall have any further rights or obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease.

29.0 Subordination

Lessee agrees that this Agreement and the rights of Lessee hereunder shall be subject and subordinate to any and all deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, "Security Documents") which now or hereafter constitute a lien upon or affect the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Lessee of any additional document for the purpose of evidencing or effecting such subordination. In addition, Lessor shall have the right to subordinate or cause to be subordinated any such Security Documents to this Agreement and in such case, in the event of the termination or transfer of Lessor's estate or interest in the Building by reason of any termination or foreclosure of any such Security Documents, Lessee shall, notwithstanding such subordination, attorn to and become the Lessee of the successor in interest to Lessor at the option of such successor in interest. Furthermore, Lessee shall within fifteen (15) days of demand therefor, and after being provided an acceptable written notice of nondisturbance by Lessor, execute any instruments or other documents which may be required

by Lessor or the holder of any Security Document and specifically shall execute, acknowledge and deliver within fifteen (15) days of demand therefor a subordination of lease or subordination of deed of trust, in the form required by the holder of the Security Document requesting the document; the failure to do so by Lessee within such time period shall be a material default hereunder; provided, however, the new landlord or the holder of any Security Document shall agree that Lessee's quiet enjoyment of the Premises shall not be disturbed as long as Lessee is not in default under this Agreement.

30.0 Estoppel certificate

Lessee shall, upon not less than thirty (30) days' prior notice by Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying to those facts for which certification has been requested by Lessor or any current or prospective purchaser, holder of any Security Document, ground lessor or master lessor, including, but without limitation, that (i) this Agreement 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 the modifications), (ii) the dates to which the Rent and other charges hereunder have been paid, if any, and (iii) whether or not to the best knowledge of Lessee, Lessor is in default in the performance of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default of which Lessee may have knowledge. Lessee's failure to execute and deliver such statement within such time shall, at the option of Lessor, constitute a material default under this Agreement and, in any event, shall be conclusive upon Lessee that this Agreement is in full force and effect without modification except as may be represented by Lessor in any such certificate prepared by Lessor and delivered to Lessee for execution and that all other matters stated in such certificate are true, correct and complete as presented to Lessee. Any statement delivered pursuant to this Paragraph 30 may be relied upon by any prospective purchaser of the fee of the Building or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrance upon the Building.

31.0 Hazardous Materials

As used herein, the term "Hazardous Material" means any pollutants, flammable or ignitable explosives, radioactive materials, or hazardous, toxic, corrosive or dangerous waste, substances or related materials, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Premises or the Building, including, but not limited to, asbestos, lead-based paints, radon, polychlorobiphenyls, petroleum products and byproducts, including, but not limited to, underground storage tanks and other petroleum-related matters. Hazardous Materials shall include substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "toxic substances," "asbestos-containing materials" or similarly identified in the Comprehensive Environmental Response, Compensation, and Liability Act, as now or hereafter amended; in the Resource Conservation and Recovery Act, as now or hereafter amended; and in any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; and shall include any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended; and any "toxic pollutant" or "pollutant" under the Clean Water Quality Control Act; or any hazardous air pollutant under the Clean Air Act, as now or hereafter amended, and any "hazardous material" hazardous substance" or "hazardous waste" as defined in Nevada Revised Statutes §§ NRS

459.428, 459.429 and 459.430, each as hereafter amended or supplemented and any substance regulated under 590.740, as hereafter amended or supplemented. "Hazardous Materials Laws" means all federal, state, county, regional and local laws that relate to Hazardous Materials, including all regulations, rules, rulings, decisions and publications adopted by the applicable governmental or quasigovernmental authority pursuant thereto, all as amended or supplemented hereafter.

31.1 Lessee agrees that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Lessee, its assignees, subtenants, and their respective agents, servants, employees, representatives and contractors (collectively referred to herein as "Lessee Affiliates"), throughout the Agreement term, shall be in all respects in compliance with the Hazardous Materials Laws relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Materials.

31.2 If Lessee breaches the obligations stated in Section 31.0, or if the presence of Hazardous Materials on the Premises or the Building caused or permitted by Lessee results in contamination of the Premises or the Building then Lessee shall, to the extent permitted by NRS 41, indemnify, defend and hold Lessor harmless for, from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, diminution of value of the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact on marketing of space in the Building, the sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert (fees) which arise during or after the Agreement term as a result of such contamination). This indemnification of Lessor by Lessee includes, to the extent authorized by law, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in or about any part of the Building, including, to the extent authorized by law, the soil or ground water under the Building.

31.3 In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Building by Lessee, Lessee Affiliates or any person claiming by, through or under Lessee or present on the Premises at the express or implied invitation of or with the permission of Lessee ("Lessee Parties") or that is present on the Premises (unless present prior to Lessee first entering upon the Premises, Lessor shall perform or cause to be performed the Remedial Work in compliance with such Law or order at Lessee's sole cost and expense. All Remedial Work shall be performed by one or more contractors, reasonably approved by Lessor, and under the supervision of a consulting engineer, selected by Lessee and approved in advance in writing by Lessor. All costs and expenses of such Remedial Work shall be paid by Lessee, including, without limitation, the charges of such contractor(s), the consulting engineer, and Lessor's costs incurred in connection with monitoring or review of such Remedial Work. In no event shall Lessee be liable to Lessor for punitive, consequential or special damages under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____ 2018.

LESSOR

EXECUTIVE CENTER LLC

a Nevada limited liability company

By: _____
7 LLC., a Nevada limited liability company
Its Manager

By: _____
Grant Carpenter
Manager

LESSEE

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION

on behalf of the University of Nevada, Las Vegas

RECOMMENDED:

By: _____
Keith Rogers
Executive Director for the Center for Academic Enrichment and Outreach
University of Nevada, Las Vegas

By: _____
Juanita P. Fain
Vice President for Student Affairs
University of Nevada, Las Vegas

By: _____
Jean Vock
Chief Financial Officer and Vice President for Finance and Business
University of Nevada, Las Vegas

By: _____
President
University of Nevada, Las Vegas

APPROVED:

By: _____
Thom Reilly
Chancellor
Nevada System of Higher Education

Date

APPROVED AS TO LEGAL FORM:

By: _____
Elda L. Sidhu
General Counsel
University of Nevada, Las Vegas

Distribution: 1 copy for Institution
 1 copy for Lessor

Exhibit A

Description of Office or Building Space

Building Name
and Location Tropicana Executive Center
1455 East Tropicana Avenue, Las Vegas, NV 89119

Room Number(s): Main Premises:
Suites 300, 380, 390, 540 and 650 (20,896 Square Feet)

And
Storage Premises:
Suite 325 (1,142 Square Feet)

Description: Office, classroom and storage space

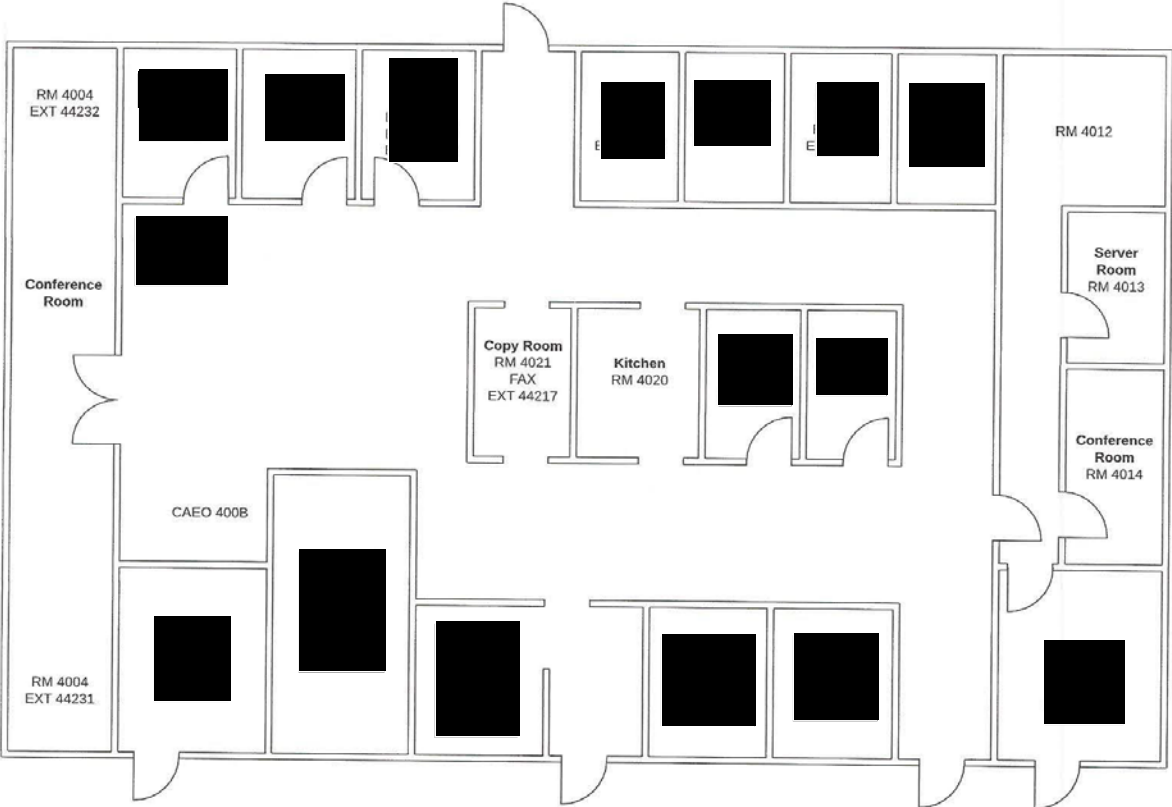
Exhibit B

Tenant Improvements

- 1. Lessor agrees to perform Lessee Improvement work as described below and among the floor plans attached.**
- 2. Repaint the Premises using building standard paint in Lessee's chosen color**
- 3. Installation of new vinyl plank flooring and base throughout premises (chosen color waterfall)**
- 4. Place window tint on windows throughout courtyard of premises**
- 5. Replace any broken or stained ceiling tiles**
- 6. Clean or replace any stained or discolored HVAC vents**
- 7. Make all changes to space plans as noted in red on the attached floor plans**

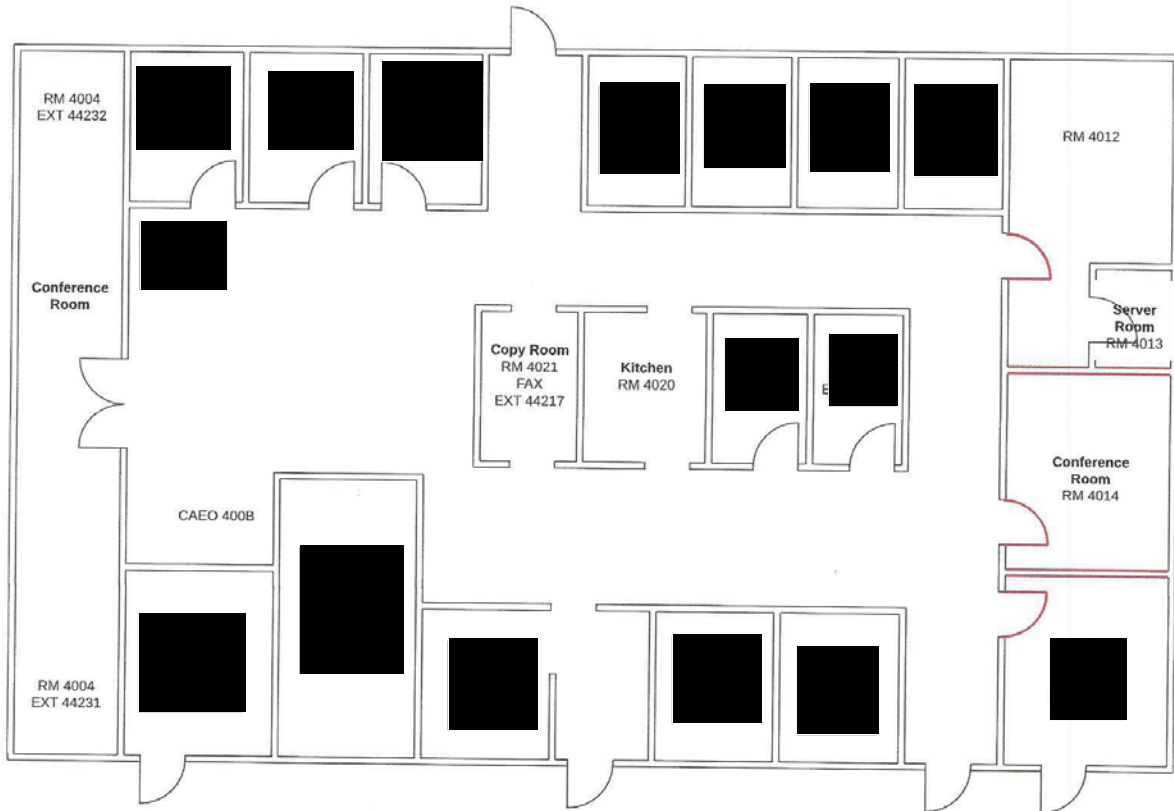
CAEO Tropicana Offices
Suite 400 - Executive Offices, Administration, Finance,
Research & Compliance

CURRENT SPACE PLAN



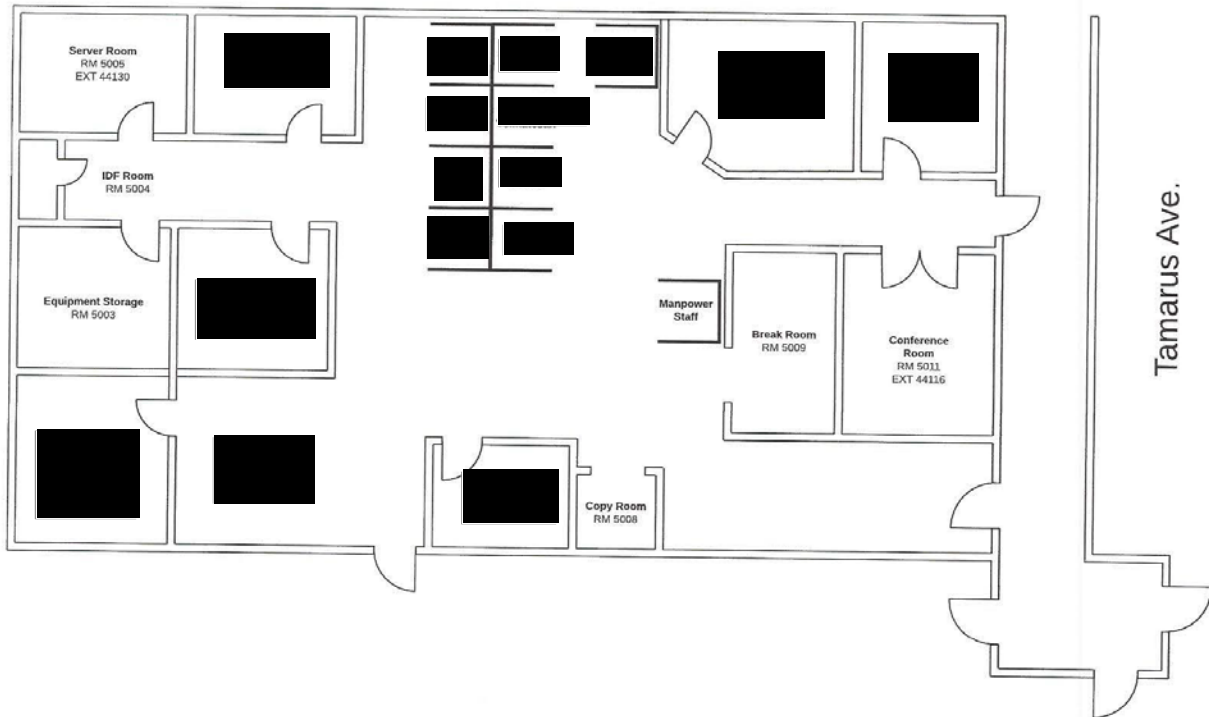
**CAEO Tropicana Offices
Suite 400 - Executive Offices, Administration, Finance,
Research & Compliance**

REVISED SPACE PLAN



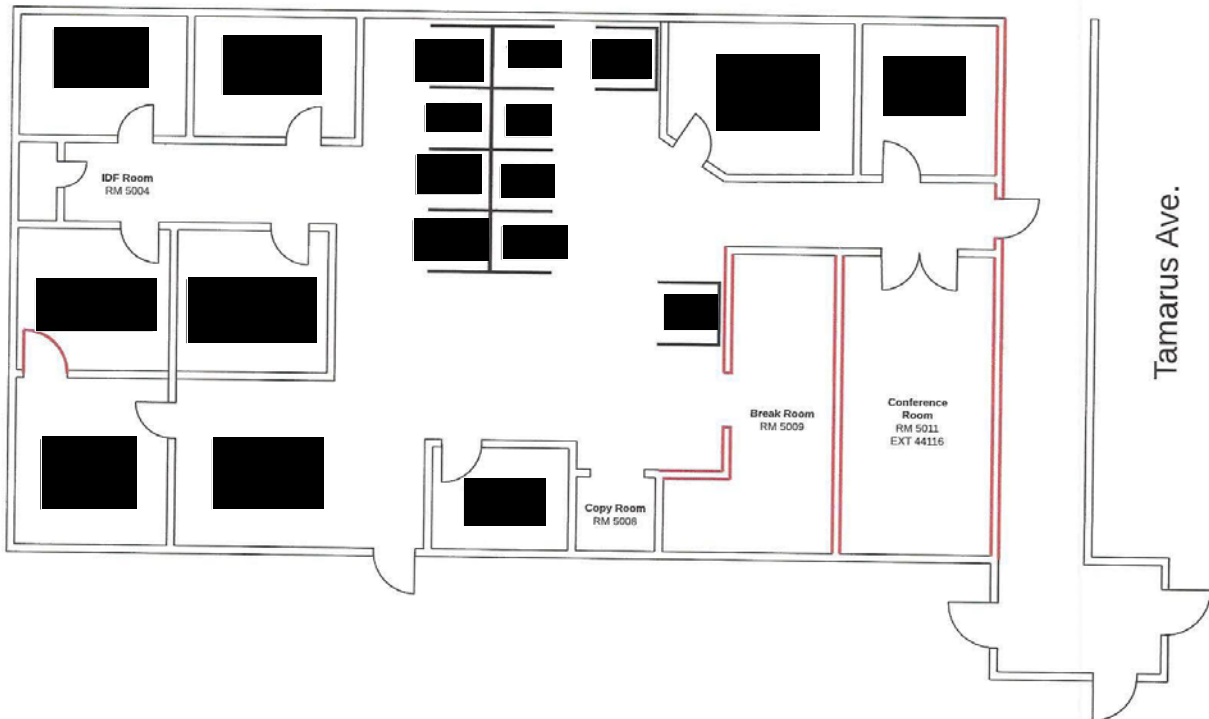
**CAEO Tropicana Offices
Suite 500 - Information Technology**

CURRENT SPACE PLAN



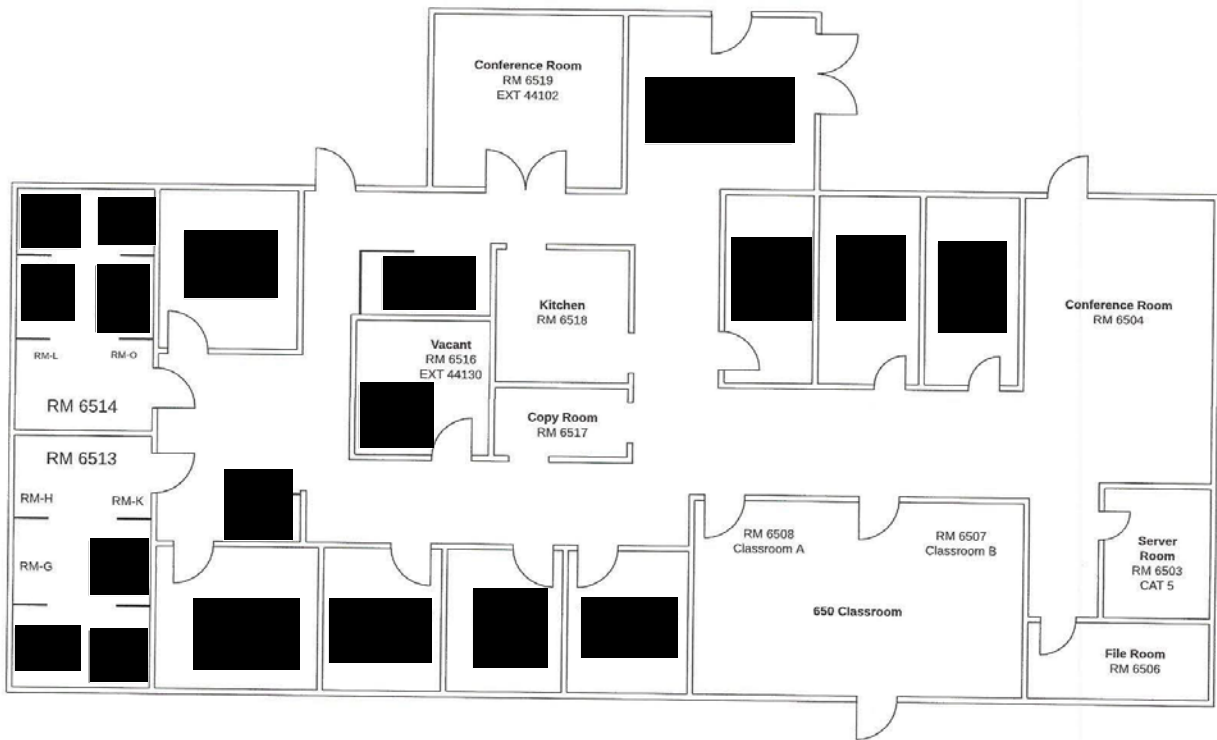
**CAEO Tropicana Offices
Suite 500 - Information Technology**

REVISED SPACE PLAN



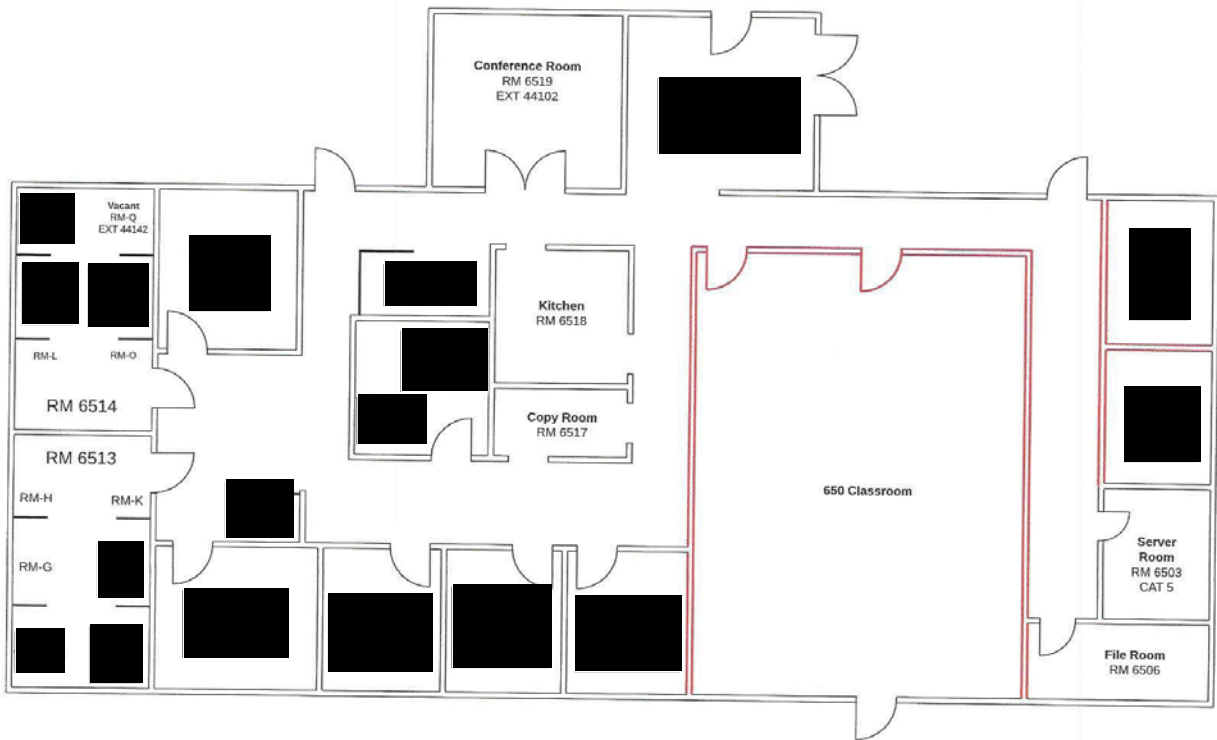
CAEO Tropicana Offices
Suite 650 - GEAR UP

CURRENT SPACE PLAN



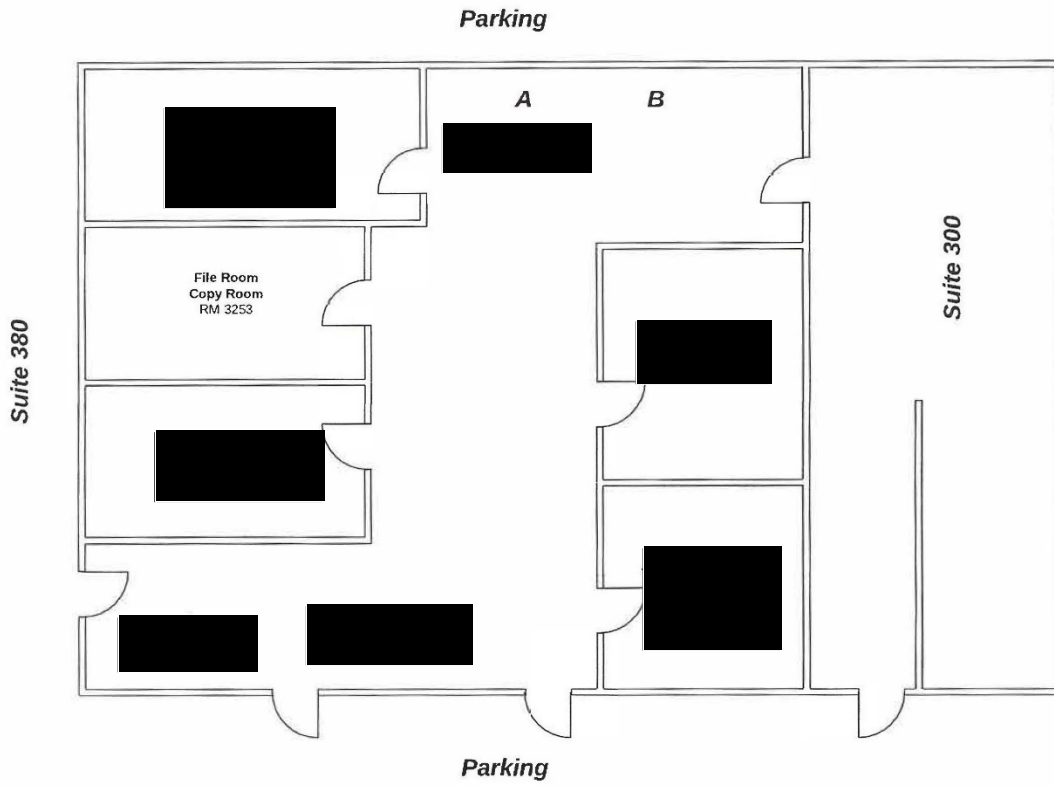
CAEO Tropicana Offices
Suite 650 - GEAR UP

REVISED SPACE PLAN



**CAEO Tropicana Offices
Suite 325 - Educational Opportunity Center**

CURRENT SPACE PLAN



CAEO Tropicana Offices
Suite 325 - Educational Opportunity Center

REVISED SPACE PLAN

