

**BOARD OF REGENTS
BRIEFING PAPER**

1. **AGENDA ITEM TITLE:** Term Extension, Lease Agreement for Property Located at 4000 E. Charleston Boulevard, UNLV

MEETING DATE: November 29-30, 2018

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The Board of Regents' *Handbook* defines a long-term lease agreement as one that is for a period greater than five years or alternatively, where the value is over \$500,000 in total lease payments. The Fifth Amendment to Lease Agreement (the "**Lease Amendment**") between Woodbury Medical Center L.L.C. ("**Woodbury**") and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, School of Medicine ("**UNLV SOM**"), meets both of these criteria. The purpose of this Lease Amendment is to grant an additional five-year and three-month rental term ("**Rental Term**") and also includes an option to extend the Rental Term for one additional five-year period (the "**Option**"). The Lease Amendment is incorporated hereto as "**Attachment 1.**"

Background Information

The existing lease (the "**Lease**"), dated January 3, 2005, is incorporated hereto as "**Attachment 2**", and was transferred from the University of Nevada, School of Medicine to UNLV SOM as part of the Contract Regarding the Transition of Medical Education in Southern Nevada which outlined the terms of the clinical transition and was approved by the Board of Regents at its September 8-9, 2016 meeting. UNLV SOM became a party to the Lease as of July 1, 2017, which grants the ability to occupy 30,429 rentable square feet ("**RSF**") of clinic and office space located at 4000 E. Charleston Boulevard, bearing Clark County Assessor parcel number 140-31-818-001 (the "**Premises**"). Essential mental health care services are provided to the community at this location.

The Lease will currently terminate as of January 31, 2019. Consequently, UNLV puts forth this request to extend the Rental Term. The Amendment will become effective February 1, 2019 and terminate on April 30, 2024 ("**Initial Term**"), and should the Option be exercised, the Rental Term would conclude on April 30, 2029.

Fiscal Implications

The Premises will be primarily occupied by the UNLV School of Medicine Faculty Practice Plan ("**UNLV MED**") and rental payments will be funded by means of revenue generated from clinical operations. Base rent will begin at a monthly rate of \$1.46 per RSF or \$17.52 annually, and will increase by three percent each year of the Rental Term. Based on UNLV's research, the 2018 second quarter market lease rates for Class B medical space in the eastern submarket of Las Vegas averaged \$1.89 per RSF monthly or \$22.68 per RSF annually. The rental rate during the first year of the Amendment equates to \$1.78 per RSF monthly or \$21.36 annually. The average monthly RSF rate that will be paid over the Initial Term totals \$1.91 RSF or \$22.92 RSF annually.

Under the terms of the Lease Amendment, UNLV MED is responsible for base rent payments, as well as 66.3% of any increase in building operating expenses above the established 2019 actual operating expense figures. Woodbury will provide UNLV MED with an annual reconciliation for the purpose of verifying the operating expenses, and based on the outcome of the reconciliation, the operating expenses will be adjusted accordingly. UNLV MED will also be responsible for paying custodial and electricity costs. Lease costs are estimated to be \$3,491,012.89 for the Initial Term and below is a summary of these costs:

| | |
|---|----------------|
| Base Rent (Includes Annual 3% Increase) | \$2,830,385.67 |
| Estimated Operating Expenses (Assumes 3% Annual Increase) | \$ 45,829.29 |
| Estimated Electricity Costs (Assumes 3% Annual Increase) | \$ 318,548.15 |
| Estimated Custodial (Assumes 3% Annual Increase) | \$ 296,249.78 |
| Total Estimated Initial Term Lease Cost | \$3,491,012.89 |

Additionally, Woodbury has agreed to complete improvements at the Premises for the benefit of UNLV MED in the amount of \$753,735. Improvements include: (1) new flooring, (2) interior paint, (3) installation of LED fixtures and light bulbs, (4) replacement of ceiling tiles, and (5) painting of the ceiling grid. In addition, two new exam rooms and a break room will be constructed, electrical and plumbing improvements will be made, and wall and door relocations in the primary clinic area will take place (collectively "**Tenant Improvements**").

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV Acting President Marta Meana requests approval of the Lease Amendment with Woodbury Medical Center L.L.C., for property located at 4000 E. Charleston Boulevard, and bearing Clark County Assessor parcel number 140-31-818-001. President Meana also requests that the Chancellor be granted authority to execute any ancillary documents, deemed necessary and appropriate by the Chief General Counsel, to implement all terms and conditions of the Lease and Lease Amendment.

4. IMPETUS (WHY NOW?):

The Lease is currently scheduled to expire on January 31, 2019 and the Lease Amendment will extend the Rental Term thus allowing the existing program to remain in operation at the Premises.

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

Success – UNLV SOM provides needed mental health care services within the community while also advancing educational and training experiences and opportunities for its students.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- UNLV MED will continue to provide needed services to the community while advancing the educational experience for its students.
- Woodbury will provide an allowance of \$753,735 for installation and construction of new Tenant Improvements.
- Rental rates are consistent with current market rates.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

The lease is a long-term commitment that will eliminate the opportunity to relocate to another property should market rental rates be reduced in the future.

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

- The Board does not approve the lease agreement.
- Discontinue the clinic currently operating at the Premises.
- Investigate other properties with possible lower rental rates.

9. RECOMMENDATION FROM THE CHANCELLOR’S OFFICE:

10. COMPLIANCE WITH BOARD POLICY:

Consistent With Current Board Policy: Title #4 Chapter #10 Section #1(9), table 9.1

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

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

Other: _____

Fiscal Impact: Yes No _____

Explain: Total payments for the Initial Term equates to \$3,491,012.89. These costs will be funded by the UNLV School of Medicine Faculty Practice Plan from clinical operation revenue.

Attachment "1"
Fifth Amendment

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement ("**Fifth Amendment**") is entered into as of the day of _____ 20__ ("**Effective Date**"), by and between WOODBURY MEDICAL CENTER L.L.C., a Utah limited liability company ("**Landlord**"), and BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("**NSHE**") on behalf of the University of Nevada, Las Vegas, School of Medicine, d/b/a MOJAVE COUNSELING CENTER ("**Tenant**") and amends the Lease Agreement between Landlord and Tenant dated January 3, 2005, as amended by the Lease Assignment dated June 11, 2007, Lease Extension and Modification Agreement dated February 1, 2010, the Second Lease Extension and Modification Agreement dated March 8, 2011, Assignment and Assumption of Leases dated June 19, 2012, Third Lease Extension and Modification Agreement dated February 10, 2014, and Fourth Amendment to Lease Agreement dated July 1, 2017 (collectively the "**Lease**") pursuant to which Tenant leased from Landlord 30,429 square feet ("**sf**") in space known as Suites A-210, B-130, B-230, and C-220 consisting of A-210 (7,733 sf), B-130 (7,288 sf), B-230 (7,675 sf), C-220 (7,733 sf) (the "**Premises**") in that certain building located at 4000 E. Charleston Blvd., Las Vegas, Nevada ("**Building**").

RECITALS

WHEREAS, the Rental Term is set to expire of its own terms on January 31, 2019, and the parties desire to extend the Rental Term of the Lease as hereinafter provided.

WHEREAS, Landlord and Tenant desire to modify the Lease as follows:

AGREEMENT

NOW, THEREFORE, in consideration and furtherance of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant hereby agree to the following terms and conditions:

1. Landlord agrees to extend the Rental Term for an additional five (5) years and three (3) months, commencing February 1, 2019 and ending April 30, 2024 ("**Fourth Extension Term**").
2. Base Monthly Rent during the Fourth Extension Term shall be as follows:
Base Monthly Rent shall be abated for the first three (3) calendar months of the Fourth Extension Term. Commencing May 1, 2019 and continuing through April 30, 2020, annual Base Monthly Rent shall be Five Hundred Thirty-Three Thousand One Hundred Sixteen and 08/100 Dollars (\$533,116.08), payable in equal consecutive



monthly installments of Forty-Four Thousand Four Hundred Twenty-Six and 34/100 Dollars (\$44,426.34).

3. Escalations in Base Monthly Rent during the Fourth Extension Term shall occur as follows:

| <u>Escalation Date</u> | <u>Base Monthly Rent</u> |
|------------------------------|--------------------------|
| May 1, 2020 – April 30, 2021 | \$45,759.13 |
| May 1, 2021 – April 30, 2022 | \$47,131.90 |
| May 1, 2022 – April 30, 2023 | \$48,545.86 |
| May 1, 2023 – April 30, 2024 | \$50,002.24 |

4. From and after the Effective Date of this Fifth Amendment, Section 1.01(N), LANDLORD'S SHARE OF OPERATING EXPENSES, of the Lease, as amended by Paragraph 4 of that certain Second Lease Extension and Modification Agreement, shall be amended to base year 2019 for Tenant's Premises.
5. Tenant shall continue to pay its pro rata share of all operating expenses in excess of Landlord's share, as defined in Section 3.03 of the Lease, as amended by Paragraph 5 of that certain Second Lease Extension and Modification Agreement.
6. Tenant shall continue to pay for all sub-metered electricity consumed by Tenant at the Premises, to be paid to Landlord quarterly. Tenant shall be responsible to maintain janitorial within the Premises at its sole cost.
7. From and after the Effective Date of this Fifth Amendment, the last sentence of Section 5.02, CHANGES AND ADDITIONS BY LANDLORD, of the Lease shall be amended and modified as follows

Landlord hereby reserves the right at any time, and from time to time, to make alterations or additions to, and to build additional stories on the building in which the Premises are contained and to build adjoining the same and to modify the existing parking or other Common Areas to accommodate additional buildings. Landlord also reserves the right to construct other buildings or improvements in the Building area from time to time, on condition that if the Building area is expanded so as to include any additional buildings, Landlord agrees to create or maintain a parking ratio of four (4) spaces per one thousand (1,000) usable square feet, barring a possible taking, adequate to meet local laws and ordinances, including the right to add land to the building or to erect parking structures thereon.

8. From and after the Effective Date of this Fifth Amendment, Section 14.01, ASSIGNMENT, of the Lease shall be amended and restated as follows:

Tenant shall not assign this Lease or sublet the Premises, or any part thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. The consent of Landlord shall not relieve Tenant of this



Lease from continuing liability for all obligations under this Lease. Transfer of use by the Premises to any NSHE organization shall not constitute a sublease.

9. **OPTION TO RENEW:** Provided Tenant is not, and has not been, in default beyond any applicable cure period under any of the terms and conditions contained herein, Tenant shall have one (1) additional consecutive five (5) year option to renew and extend the Rental Term ("**Option**") as provided herein. The Option shall only be exercised by Tenant delivering written notice thereof to Landlord not less than one hundred eighty (180) days prior to the expiration of the Rental Term, or any Option period. Base Monthly Rent for the Option period shall be as follows:

| <u>Option Period</u> | <u>Base Monthly Rent</u> |
|------------------------------|--------------------------|
| May 1, 2024 – April 30, 2025 | \$51,502.30 |
| May 1, 2025 – April 30, 2026 | \$53,047.37 |
| May 1, 2026 – April 30, 2027 | \$54,638.79 |
| May 1, 2027 – April 30, 2028 | \$56,277.96 |
| May 1, 2028 – April 30, 2029 | \$57,966.30 |

10. At the end of the Fourth Extension Term, or any Rental Term extension or renewal thereof, or in the event Landlord or Tenant terminates the Lease, or lack of occupancy by Tenant, Tenant shall immediately remove all signage on or within the Premises prior to vacating the Premises. Tenant shall patch and repair, in a manner acceptable to Landlord, all holes and penetrations and restore all finishes to a "like-new" condition as determined by Landlord's architect in Landlord's sole and absolute discretion. In the event Tenant fails to remove its signage within ten (10) days of the expiration, vacation or earlier termination of the Lease, Tenant shall pay to Landlord a penalty of Fifty and 00/100 Dollars (\$50.00) per day for each day Tenant fails to remove its signage from the Premises. Tenant shall immediately, at Tenant's sole cost and expense, repair any and all damage from the removal of any Tenant signage.
11. **LANDLORD'S WORK:** Landlord shall construct the Premises in accordance with the final construction documents approved by Landlord and Tenant. Landlord shall contribute an amount not to exceed Seven Hundred Fifty-Three Thousand Seven Hundred Thirty-Five and 00/100 Dollars (\$753,735.00) ("**Landlord's Construction Cost Cap**") towards Landlord's construction of the Premises ("**Landlord's Work**"). Any architectural or engineering fees shall be deducted from Landlord's Construction Cost Cap. Tenant shall pay all costs in excess of Landlord's Construction Cost Cap, including any Tenant change order requests, within thirty (30) days of invoice from Landlord. If Tenant fails to pay such invoice when due, Tenant shall pay interest and a late fee in accordance with Section 3.05 of the Lease.
12. **ADDITIONAL LANDLORD'S WORK:** In addition to Landlord's Work, Landlord shall, at its sole cost and expense, perform the work in the Premises ("**Additional Landlord's Work**") as set forth in Exhibit "A" attached hereto. Landlord's Construction Cost Cap shall not apply to Additional Landlord's Work.



13. **DESIGN AND CONSTRUCTION:** Landlord shall perform all architectural and engineering services and shall deduct the cost of these services from Landlord's Construction Cost Cap, as further outlined in an architectural professional services agreement. Tenant shall approve the preliminary plans which shall include a space plan, reflected ceiling plan and list of any lab equipment. Tenant shall also approve the final construction drawings. Tenant responses shall be provided within thirty (30) days of Tenant's receipt of any plans. Landlord's responses to any Tenant requested changes to the plan shall be provided within thirty (30) days of Landlord's receipt of any request for changes to the plan. Any delays caused by Tenant design changes, change orders or delays in responses, including the aforementioned review periods, shall extend the Rental Term by an amount of days equal to the days of delay caused by Tenant.
14. In lieu of any other provisions in the Lease and this Fifth Amendment, all notices, demands, requests, consents, approval and other communications required or permitted to be given pursuant to the Lease and this Fifth Amendment (collectively "**Notices**") shall be in writing and shall be sent by certified mail with return receipt requested, or by nationally known courier service with verification of receipt or refusal (including date of delivery or refusal), in each case with postage or delivery fees prepaid and addressed to a party at the addresses set forth below:

If to Tenant at: University of Nevada, Las Vegas, School of Medicine
Attn: Office of the Dean
4505 S. Maryland Parkway, Box 453070
Las Vegas, NV 89154-3070

With a copy to: University of Nevada, Las Vegas
Attn: Real Estate Department
4505 S. Maryland Parkway, Box 451018
Las Vegas, NV 89154-1018

With a copy to: University of Nevada, Las Vegas
Attn: Department of Purchasing
4505 S. Maryland Parkway, Box 451033
Las Vegas, NV 89154-1033

If to Landlord at: Woodbury Medical Center L.L.C.
c/o Woodbury Corporation
Attn: Lease Administration
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109
Ref: **#2240 – Mojave Counseling, Space 130**



With a copy to: Woodbury Medical Center L.L.C.
c/o Woodbury Corporation
Attn: Legal Department
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109
Ref: **#2240 – Mojave Counseling, Space 130**

Notices are deemed given upon receipt at the Notice address or refusal of delivery. From time to time a party may specify any other address in the United States of America upon twenty (20) days' advance notice thereof, similarly given, to the other party hereto. Notices sent by facsimile transmission, electronic mail or any other method not specifically mentioned herein shall not satisfy the requirements of this Section 14. No party may have more than three (3) addresses for Notices at any time.

15. Except as specifically modified, altered, or changed by this Fifth Amendment; the Lease and any amendments or extensions shall remain unchanged and in full force and effect throughout the Fourth Extension Term. Capitalized terms used in this Fifth Amendment that are not defined herein shall have the meanings ascribed to them in the Lease.

[Signature Pages to Follow]



IN WITNESS THEREOF, the parties hereto have executed this Fifth Amendment as of the date and year first above written.

LANDLORD:

**WOODBURY MEDICAL CENTER L.L.C.,
a Utah limited liability company**

By: **WOODBURY CORPORATION,
a Utah corporation, Its Manager**

By: _____
O. Randall Woodbury, President

By: _____
W. Richards Woodbury, Chairman

TENANT:

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION on behalf of University of Nevada
Las Vegas, School of Medicine**

By: _____
Barbara Atkinson
Planning Dean,
University of Nevada, Las Vegas, School of Medicine

Date

RECOMMENDED:

By: _____
Marta Meana
President
University of Nevada, Las Vegas

Date



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

Date



ACKNOWLEDGMENT OF LANDLORD

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 20____, before me personally appeared O RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that he is the President of WOODBURY CORPORATION, a Utah corporation, Manager of Woodbury Medical Center L.L.C., the company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument pursuant to its Articles of Organization and/or Operating Agreement.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 20____, before me personally appeared W. RICHARDS WOODBURY, to me personally known, who being by me duly sworn did say that he is the Chairman of WOODBURY CORPORATION, a Utah corporation, Manager of Woodbury Medical Center L.L.C., the company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument pursuant to its Articles of Organization and/or Operating Agreement.

Notary Public



EXHIBIT "A"

ADDITIONAL LANDLORD'S WORK

The following is a description of the construction, and limitations of same, which has been or shall be provided exclusively by Landlord at Landlord's expense unless indicated otherwise herein.

GENERAL

1. **Code Compliance:** Work shall satisfy all regulatory agency requirements having jurisdiction over the Project, including but not limited to, meeting all applicable building codes, regulations and ordinances in force and adapted by the local municipality, County and State building officials.
2. **General Conditions:** Work shall include all usual and customary costs for general conditions associated with Landlord's Work.

BUILDING

1. **Security Cameras:** Add additional security cameras as determined by Landlord.
2. **Exterior Improvements:** Repair damaged stucco areas in planter areas and other front exterior building areas, as necessary. Repair and paint front exterior areas where paint has faded, as determined by Landlord.
3. **Restrooms:** Add exterior partition walls in exterior common area restrooms.
4. **Water Heaters:** Replace all water heaters not in good working order, as determined by Landlord.

LOCATING OF LANDLORD'S WORK WITHIN THE PREMISES

1. Landlord shall have the right to locate utility mains and other facilities within Tenant's Premises, when such location is dictated by necessities of engineering design, good practice, and/or code requirements. These shall be located so as to cause the minimum of interference with Tenant, and to be unobtrusive in appearance.
2. Facilities may include, but are not necessarily limited to: roof drains and drain pipes, water supply, sewer lines, refrigerant lines, sprinkler risers, electric power circuits, telephone circuits, pump stations, electric panel boards, sanitary vents, fresh air supply ducts to the Premises on lower levels, exhaust ducts and flues.
3. Landlord's right to locate facilities within the Premises shall include facilities required by Tenants in lower floors or above who have no access to a roof or ground. Such areas shall be located adjacent to an interior wall other than the storefront and shall in no event exceed two percent (2%) of the floor area.
4. Landlord's right to locate work within the Premises shall include the right to locate work in ceiling plenum areas between Tenant's finished ceiling and the roof deck above.



Attachment "2"
Lease and Amendments 1-4

LEASE

by and between

**WOODBURY MEDICAL CENTER,
a General Partnership,**

as Landlord

and

**THE BOARD OF REGENTS OF THE UNIVERSITY
AND COMMUNITY COLLEGE SYSTEM OF NEVADA
for the benefit of
THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE**

d/b/a MOJAVE COUNSELING CENTER

as Tenant

for space numbers

A-210, B-130, B-230, and C-220

**WOODBURY MEDICAL CENTER
4000 E. CHARLESTON
LAS VEGAS, NEVADA**



WOODBURY MEDICAL CENTER - LAS VEGAS, NEVADA
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LEASE AGREEMENT

ARTICLE I. BASIC LEASE PROVISIONS; ENUMERATION OF EXHIBITS

SECTION 1.01 BASIC LEASE PROVISIONS

- (A) DATE: ^{January} ~~December~~ 3, 2004
- (B) LANDLORD: WOODBURY MEDICAL CENTER, a general partnership.
- (C) ADDRESS OF LANDLORD FOR NOTICES (Section 16.01): 2733 East Parleys Way, Suite 300, Salt Lake City, UT 84109. FED TAX ID # 87-0401829.
- (D) TENANT: The Board of Regents of the University and Community College System of Nevada for the benefit of THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
- (E) ADDRESS OF TENANT FOR NOTICES (Section 16.01): School of Medicine c/o Mojave Counseling Center Attn: Jim Parcells 4000 E. Charleston, Las Vegas, NV 89104; with a copy to: UCCSN Real Estate Director, Business Center North, Real Estate 239, Reno, NV 89557-0115.
- (F) PERMITTED USES (Section 7.01): General offices and clinic.
- (G) TENANT'S TRADE NAME (Exhibit "E" - Sign Criteria): Mojave Counseling Center
- (H) BUILDING (Section 2.01): OFFICE COMPLEX situated at 4000 East Charleston Boulevard in the City of Las Vegas, County of Clark, State of Nevada.
- (I) PREMISES (Section 2.01): That portion of the building at the approximate location outlined on Exhibit "A" known as Suites A-210, B-130, B-230, and C-220 consisting of approximately the square footage of gross rentable area as follows: A-210 (7,733 sf), B-130 (7,288 sf), B-230 (7,675 sf), C-220 (7,733 sf) for a total of approximately 30,429 sf.
- (J) DELIVERY OF POSSESSION (Section 5.03): Tenant is currently in possession of Suites A-210, B-130, and B-230. Possession of Suite C-220 shall be upon execution of Lease. Preliminary Term begins on Delivery of Possession (Section 5.03).
- (K) RENTAL TERM, COMMENCEMENT AND EXPIRATION DATE (Sections 4.01 & 4.02): The Rental Term shall commence on the earlier of (a) February 1, 2005, or (b) the issuance of a Certificate of Occupancy for Suite C-220, and shall be for a period of five (5) full Lease Years ending January 31, 2010.
- (L) BASE MONTHLY RENT (Section 3.01): Forty-One Thousand Two Hundred Eighty-One and 00/100 Dollars (\$41,281.00).
- (M) ESCALATIONS IN BASE MONTHLY RENT (Section 3.02): \$42,520.00, commencing on the first anniversary of the Rental Commencement Date; \$43,795.00, commencing on the second anniversary of the Rental Commencement Date; \$51,538.00, commencing on the third anniversary of the Rental Commencement Date; \$53,085.00, commencing on the fourth anniversary of the Rental Commencement Date.
- (N) LANDLORD'S SHARE OF OPERATING EXPENSES (Section 3.03): Base year 2002 for Suites A-210, B-130, and B-230. Base year 2003 for Suite C-220.
- (O) TENANT'S PRO RATA SHARE OF OPERATING EXPENSES (Section 3.03): 49.45 percent (49.45%) for Suites A-210, B-130, and B-230; and 16.85 percent (16.85%) for Suite C-220 for a total of 66.30 percent (66.30%) of all operating expenses as defined in Section 3.03 in excess of Landlord's share.
- (P) UTILITIES AND EQUIPMENT. Subject to the provisions of Section 3.03, this Lease provides that the utilities and services shall be paid by the party shown below:
- | | | | |
|--------------------------|----------|------------------------------|----------|
| Heat: | Landlord | Real Property Taxes: | Landlord |
| Water: | Landlord | Personal Property Taxes: | Tenant |
| Telephone: | Tenant | Janitorial: | Tenant |
| Electricity: | Tenant | Building Insurance: | Landlord |
| Common Area Maintenance: | Landlord | Personal Property Insurance: | Tenant |
- None of the utilities are separately metered except electricity which is sub-metered for use in prorating charges to Tenants. Telephone services shall be contracted for directly by Tenant.
- (Q) LANDLORD'S CONTRIBUTION TO TENANT'S WORK (Section 6.02 and Exhibit "C-1"): Landlord shall contribute an amount not to exceed One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) toward Tenant's cost of improvements in the Leased Premises, to be paid on the latter of Tenant opening for business or upon satisfactory completion of Tenant's work in accordance with the terms of Exhibit "C-1". Landlord shall have no obligation to pay any portion of Landlord's contribution



to Tenant's Work unless and until Landlord has been satisfied in its sole reasonable determination that Tenant has completed all of its construction obligations for the Leased Premises and provided Landlord with satisfactory evidence thereof, including, but not limited to, lien waivers from all contractors and subcontractors who have worked on the Leased Premises and all those who have supplied materials which have been utilized in the construction of the space. Tenant shall submit to Landlord a written request for payment of Landlord's contribution as set forth herein, together with commercially reasonable evidence of the fact that it has completed all of Tenant's work. Such evidence to be provided by Tenant shall include, but not be limited to, lien waivers from all contractors and subcontractors who have performed Tenant's Work together with additional lien waivers from any supplier which has provided materials utilized in Tenant's Work with a total aggregate value of more than \$1,000.00. Within ten (10) days of receiving the written request for payment from Tenant, Landlord shall either pay Tenant the requested amount, or respond in writing with a list of specific objections to Tenant's evidence, together with a request for any additional evidence, detail, and/or information which Landlord reasonably deems to be required.

- (R) **PREPAID RENT:** Not Applicable.
- (S) **SECURITY DEPOSIT (Section 26.01):** \$8,745.60 paid on July 30, 1997 and carried over from a prior Lease.
- (T) **PRIOR LEASE:** This Lease shall replace Tenant's Lease dated June 12, 1997 and the subsequent Extensions and Modifications dated May 14, 1998; November 2, 2000 and July 10, 2003. Tenant shall continue to pay based on the prior Lease until such time that this Lease takes effect.



SECTION 1.02 SIGNIFICANCE OF A BASIC LEASE PROVISION. The foregoing provisions of Section 1.01 summarize for convenience only certain fundamental terms of the Lease delineated more fully in the Articles and Sections referenced therein. In the event of a conflict between the provisions of Section 1.01 and the balance of the Lease, the latter shall control.

SECTION 1.03 ENUMERATION OF EXHIBITS. The exhibits enumerated in this Section and attached to this Lease are incorporated in the Lease by this reference and are to be construed as a part of the Lease.

EXHIBIT "A" - SITE PLAN
 EXHIBIT "A-1" - LEASE PLAN
 EXHIBIT "A-2" - OFFICE LAYOUT FOR SUITE C-220
 EXHIBIT "B" - LEGAL DESCRIPTION(S)
 EXHIBIT "C" - LANDLORD'S WORK
 EXHIBIT "D" - TENANT'S WORK

ARTICLE II. GRANT AND PREMISES

SECTION 2.01 PREMISES. In consideration for the rent to be paid and covenants to be performed by Tenant, Landlord hereby leases to Tenant, and Tenant leases from Landlord for the Term and upon the terms and conditions herein set forth premises described in Section 1.01(I) (hereinafter referred to as the "Premises" or "Leased Premises"), located in an office building development referred to in Section 1.01(I-1) (hereinafter referred to as the "Building"). The legal description for the property on which the Building is located is attached hereto as Exhibit "B". Gross rentable area measurements herein specified are from the exterior of the perimeter walls of the building to the center of the interior walls. In addition, the factor set forth in Section 1.01(I) has been added to the area as measured above to adjust for Tenant's proportionate share of common hallways, restrooms, etc. in the building.

The exterior walls and roof of the Premises and the areas beneath said Premises are not demised hereunder and the use thereof together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the building or buildings are hereby reserved to Landlord. Landlord reserves (a) such access rights through the Premises as may be reasonably necessary to enable access by Landlord to the balance of the building and reserved areas and elements as set forth above; and (b) the right to install or maintain meters on the Premises to monitor use of utilities. In exercising such rights, Landlord will use reasonable efforts so as to not commit waste upon the Premises and as far as practicable to minimize annoyance, interference or damage to Tenant when making modifications, additions or repairs.

Subject to the provisions of Article VIII, Tenant and its customers, agents and invitees have the right to the non-exclusive use, in common with others of up to 4 unreserved automobile parking spaces per 1000 square feet leased, driveways, footways, and other facilities designated for common use within the Building, except that with respect to non-exclusive areas, Tenant shall cause its employees to park their cars only in areas specifically designated from time to time by Landlord for that purpose.

ARTICLE III. RENT

SECTION 3.01 BASE MONTHLY RENT. Tenant agrees to pay to Landlord the Base Monthly Rent set forth in Section 1.01(L) at such place as Landlord may designate, without prior demand therefor, without offset or deduction and in advance on or before the first day of each calendar month during the Rental Term, commencing on the Rental Commencement Date. In the event the Rental Commencement Date occurs on a day other than the first day of a calendar month, then the Base Monthly Rent to be paid on the Rental Commencement Date shall include both the Base Monthly Rent for the first full calendar month occurring after the Rental Commencement Date, plus the Base Monthly Rent for the initial fractional calendar month prorated on a per-diem basis (based upon a thirty (30) day month).

SECTION 3.02 ESCALATION. As set forth in Section 1.01(M).

SECTION 3.03 TENANT'S SHARE OF LANDLORD'S EXPENSES. Tenant shall pay as additional rent the amount by which Tenant's pro-rated share of Landlord's expenses for utilities, common area maintenance, insurance, property taxes and assessments, repairs, security, and building management fees and costs exceeds Landlord's Share of Operating Expenses set forth in Section 1.01(N) for the previous twelve (12) full calendar months (hereinafter "Tenant's Share").

Landlord shall bill Tenant for Tenant's Share, if any, at the end of the second Lease Year of the Rental Term. Beginning with the third Lease Year and continuing thereafter, one-twelfth (1/12th) of Tenant's Share for the prior year shall be added to the Base Monthly Rent as determined in Sections 3.01 and 3.02 for the next full twelve (12) calendar months of the Rental Term and shall be paid as set forth in Section 3.05.

As an alternative to the above, Landlord may continue the present procedure of billing Tenant on a quarterly basis for its share of Operating Expenses, in excess of Landlord's share, together with Landlord's quarterly billing of actual sub-metered electricity charges.



SECTION 3.04 TAXES.

- (a) Landlord shall pay all real property taxes and assessments (all of which are hereinafter collectively referred to as "Taxes") which are levied against or which apply with respect to the Premises.
- (b) Tenant shall prior to delinquency pay all taxes, assessments, charges, and fees which during the Rental Term hereof may be imposed, assessed, or levied by any governmental or public authority against or upon Tenant's use of the Premises or any inventory, personal property, fixtures or equipment kept or installed, or permitted to be located therein by Tenant.

SECTION 3.05 PAYMENTS. All payments of Base Monthly Rent, to be made to Landlord shall be made on a timely basis and shall be payable to Landlord or as Landlord may otherwise designate. All such payments shall be mailed or delivered to Landlord's principal office set forth in Section 1.01(C), or at such other place as Landlord may designate from time to time in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage thereon to be received in Landlord's account by no later than the due date for such payment. If Tenant shall fail to pay any Base Monthly Rent or any additional rent or any other amounts or charges when due, Tenant shall pay interest from the due date of such past due amounts to the date of payment, both before and after judgment at a rate equal to the greater of eighteen (18%) percent per annum or two (2%) percent over the "prime" or "base" rate charged by Zions First National Bank of Utah at the due date of such payment; provided however, that in any case the maximum amount or rate of interest to be charged shall not exceed the maximum non-usurious rate in accordance with applicable law.

ARTICLE IV. RENTAL TERM, COMMENCEMENT DATE & PRELIMINARY TERM

SECTION 4.01 RENTAL TERM. The initial term of this Lease shall be for the period defined as the Rental Term in Section 1.01(K), plus the partial calendar month, if any, occurring after the Rental Commencement Date (as hereinafter defined) if the Rental Commencement Date occurs other than on the first day of a calendar month. "Lease Year" shall include twelve (12) calendar months, except that first Lease Year will also include any partial calendar month beginning on the Rental Commencement Date.

SECTION 4.02 RENTAL COMMENCEMENT DATE. The Rental Term of this Lease and Tenant's obligation to pay rent hereunder shall commence as set forth in Section 1.01(K) (the "Rental Commencement Date"). Within five (5) days after Landlord's request to do so, Landlord and Tenant shall execute a written affidavit, in recordable form, expressing the Rental Commencement Date and the termination date, which affidavit shall be deemed to be part of this Lease.

SECTION 4.03 PRELIMINARY TERM. The period between the date Tenant enters upon the Premises and the commencement of the Rental Term will be designated as the "preliminary term" during which no Base Monthly Rent shall accrue; however, other covenants and obligations of Tenant shall be in full force and effect. Delivery of possession of the Premises to Tenant as provided in Section 5.03 shall be considered "entry" by Tenant and commencement of "preliminary term".

ARTICLE V. CONSTRUCTION OF PREMISES

SECTION 5.01 CONSTRUCTION BY LANDLORD. Landlord has constructed the Building in which the Leased Premises are located substantially in accordance with Outline Specifications entitled "Landlord's Work" marked Exhibit "C" attached hereto and made a part hereof. It is understood and agreed by Tenant that no minor changes from any plans or from said Outline Specifications made necessary during construction of the building or Leased Premises shall affect or change this Lease or invalidate same.

SECTION 5.02 CHANGES AND ADDITIONS BY LANDLORD. Landlord hereby reserves the right at any time, and from time to time, to make alterations or additions to, and to build additional stories on the Building in which the Premises are contained and to build adjoining the same and to modify the existing parking or other common areas to accommodate additional buildings. Landlord also reserves the right to construct other buildings or improvements in the Building area from time to time, on condition that if the Building area is expanded so as to include any additional buildings, Landlord agrees to create or maintain a parking ratio of 4 spaces per 1,000 usable square feet adequate to meet local laws and ordinances, including the right to add land to the Building or to erect parking structures thereon.

SECTION 5.03 DELIVERY OF POSSESSION. Landlord shall deliver the Premises to Tenant ready for tenant's Work on or before the date set forth in Section 1.01(J). The Premises shall be deemed as ready for Tenant's work when Landlord shall have substantially completed construction of the portion of the said premises to be occupied exclusively by Tenant, in accordance with Landlord's obligations set forth in Exhibit "C". Landlord shall, from time to time during the course of construction, provide information to Tenant concerning the progress of construction of said Premises, and will give written notice to Tenant when said premises are in fact ready for Tenant's work. If any disputes arise as to the premises being ready for Tenant's work, a certificate furnished by Landlord's architect in charge so certifying shall be conclusive and binding of that fact and date upon the parties. It is agreed that by occupying the premises as a Tenant, Tenant formally accepts the same and acknowledges that the premises are in the condition called for hereunder, except for items specifically excepted in writing at date of occupancy as "incomplete".



ARTICLE VI. TENANT'S WORK & LANDLORD'S CONTRIBUTION

SECTION 6.01 TENANT'S WORK. Tenant agrees, prior to the commencement of the Rental Term of this Lease, at Tenant's sole cost and expense, to provide all work of whatsoever nature in accordance with its obligations set forth in Exhibit "D". Tenant agrees to furnish Landlord, within the time periods required in Exhibit "D", with a complete and detailed set of plans and specifications drawn by a registered architect (or by some other qualified person acceptable to Landlord) setting forth and describing Tenant's Work in such detail as Landlord may require and in compliance with Exhibit "D", unless this requirement be waived in writing by Landlord. If said plans and specifications are not so furnished by Tenant within the required time periods then Landlord may, at its option, in addition to other remedies Landlord may enjoy, cancel this Lease at any time thereafter while such plans and specifications have not been so furnished. No deviation from the final set of plans and specifications once submitted to and approved by Landlord, shall be made by Tenant without Landlord's prior written consent. Landlord shall have the right to approve or disapprove Tenant's architect and contractor to be used in performing Tenant's Work, and the right to require and approve insurance or bonds to be provided by Tenant or such contractors. In due course, after completion of Tenant's Work, Tenant shall certify to Landlord the itemized cost of Tenant Improvements and fixtures located upon the Leased Premises. To the extent that Landlord elects to perform certain Tenant's Work as provided in Exhibits "C" and "D," Tenant shall pay Landlord for such work within ten (10) days of invoice by Landlord.

SECTION 6.02. SETTLEMENT OF DISPUTES. It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with reference to the work to be performed pursuant to Exhibits "C" and "D" shall be resolved by Landlord's architect, whose good faith decision shall be final and binding on both Landlord and Tenant.

ARTICLE VII. USE

SECTION 7.01 USE OF PREMISES. Tenant shall use and occupy the Premises solely for the purpose of conducting the business indicated in Section 1.01(F). Tenant shall not occupy the premises with uses that would be inconsistent with a multi tenant professional office complex. Tenant shall promptly comply with all present or future laws, ordinances, lawful orders and regulations affecting the Premises and the cleanliness, safety, occupancy and use of same. Tenant shall not make any use of the Premises which will cause cancellation or an increase in the cost of any insurance policy covering the same. Tenant shall not keep or use on the Premises any article, item, or thing which is prohibited by the standard form of fire insurance policy. Tenant shall not commit any waste upon the Premises and shall not conduct or allow any business, activity, or thing on the Premises which is an annoyance or causes damage to Landlord, to other tenants, occupants, or users of the improvements, or to occupants of the vicinity.

SECTION 7.02 HAZARDOUS SUBSTANCES. Tenant shall not use, produce, store, release, dispose or handle in or about the Leased Premises or transfer to or from the Leased Premises (or permit any other party to do such acts) any Hazardous Substance except in compliance with all applicable Environmental Laws. Tenant shall not construct or use any improvements, fixtures or equipment or engage in any act on or about the Leased Premises that would require the procurement of any license or permit pursuant to any Environmental Law. Tenant shall immediately notify Landlord of (i) the existence of any Hazardous Substance on or about the Leased Premises that may be in violation of any Environmental Law (regardless of whether Tenant is responsible for the existence of such Hazardous Substance), (ii) any proceeding or investigation by any governmental authority regarding the presence of any Hazardous Substance on the Leased Premises or the migration thereof to or from any other property, (iii) all claims made or threatened by any third party against Tenant relating to any loss or injury resulting from any Hazardous Substance, or (iv) Tenant's notification of the National Response Center of any release of a reportable quantity of a Hazardous Substance in or about the Leased Premises. "Environmental Laws" shall mean any federal, state or local statute, ordinance, rule, regulation or guideline pertaining to health, industrial hygiene, or the environment, including without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act; "Hazardous Substance" shall mean all substances, materials and wastes that are or become regulated, or classified as hazardous or toxic, under any Environmental Law. If it is determined that any Hazardous Substance exists on the Leased Premises resulting from any act of Tenant or its employees, agents, contractors, licensees, subtenants or customers, then Tenant shall immediately take necessary action to cause the removal of said substance and shall remove such within ten (10) days after discovery. Notwithstanding the above, if the Hazardous Substance is of a nature that can not be reasonably removed within ten (10) days Tenant shall not be in default if Tenant has commenced to cause such removal and proceeds diligently thereafter to complete removal, except that in all cases, any Hazardous Substance must be removed within sixty (60) days after discovery thereof. Furthermore, notwithstanding the above, if in the good faith judgment of Landlord, the existence of such Hazardous Substance creates an emergency or is of a nature which may result in immediate physical danger to persons at the Office Complex, Landlord may enter upon the Leased Premises and remove such Hazardous Substances and charge the cost thereof to Tenant as Additional Rent.

ARTICLE VIII. OPERATION AND MAINTENANCE OF COMMON AREAS.

SECTION 8.01 CONSTRUCTION AND CONTROL OF COMMON AREAS. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord in or near the buildings or Building, including if any, employee parking areas, truck ways, loading docks, mail rooms or mail pickup areas, pedestrian sidewalks and hallways, landscaped areas, retaining walls, stairways, restrooms and other areas and improvements provided by Landlord for the general use in common tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord



which shall have the right from time to time to establish, modify and enforce reasonable Rules and Regulations with respect to all facilities and areas mentioned in this Section. Landlord shall have the right to construct, maintain and operate lighting and drainage facilities on or in all said areas and improvements; to police the same, from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to close temporarily all or any portion of said areas or facilities to such extent as may, in the opinion of counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to assign "reserved" parking spaces for exclusive use of certain tenants or for customer parking, to discourage non-employee and non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, the Landlord shall determine to be advisable with a view toward maintaining of appropriate convenience uses, amenities, and for permitted uses by tenants, their officers, agents, employees and customers. Landlord will operate and maintain the common facilities referred to above in such a manner as it, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all Rules and Regulations pertaining to and necessary for the proper operation, security and maintenance of the common areas and facilities. Building and/or project signs, traffic control signs and other signs determined by Landlord to be in best interest of the Building, will be considered part of common area and common facilities.

SECTION 8.02 LICENSE. All common areas and facilities not within the Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Landlord shall not be subject to any liabilities nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction, so long as such revocations or diminutions are deemed by Landlord to serve the best interests of the Building.

ARTICLE IX. ALTERATIONS, SIGNS, LOCKS & KEYS

SECTION 9.01 ALTERATIONS. Tenant shall not make or suffer to be made any alterations or additions to the Premises or any part thereof without the prior written consent of Landlord. Any additions to, or alterations of the Premises except movable furniture, equipment and trade fixtures shall become a part of the realty and belong to Landlord upon the termination of Tenant's lease or renewal term or other termination or surrender of the Premises to Landlord.

SECTION 9.02 SIGNS. Subject to prior municipal or required public approvals and to full conformity with Exhibit "E", Tenant may place, at its own expense, suitable Tenant identification signs on the Premises and/or Building, provided that such sign shall be in the Landlord-approved building location, and that general design conforms to the design and style of other tenant signs on the Buildings and provided that written approval of the sign design and proposed location is obtained in advance from Landlord. If any sign is installed or posted prior to obtaining such approval or which does not conform to the conditions herein specified, Tenant shall be required to remove said sign and repair any damage caused thereby at its sole cost and expense. At the termination of this Lease, Tenant shall remove said sign. Tenant shall repair any damage caused by the installation or removal of any Tenant signs. All work shall be completed in a good and workmanlike manner. Tenant shall be named on any building directories and shall have a right to place signage on a portion of the complex pylon sign.

SECTION 9.03 LOCKS AND KEYS. Tenant may change locks or install other locks on doors, but if Tenant does, Tenant must provide Landlord with duplicate keys within twenty four hours after said change or installation. Tenant upon termination of this Lease shall deliver to Landlord all the keys to the Premises including any interior offices, toilet rooms, combinations to built-in safes, etc. which shall have been furnished to or by the Tenant or are in the possession of the Tenant.

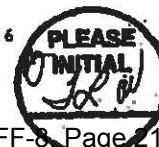
ARTICLE X. MAINTENANCE AND REPAIRS; ALTERATIONS; ACCESS

SECTION 10.01 LANDLORD'S OBLIGATION FOR MAINTENANCE. Landlord shall maintain and repair: (1) the areas outside the Premises including hallways, public restrooms, if any, general landscaping, parking areas, driveways and walkways; (2) the Building structure including roof, exterior walls, and foundation; and (3) all plumbing, electrical, heating, and air conditioning systems. However, if the need for such repairs or maintenance results from any careless, wrongful or negligent act or omission of Tenant, Tenant shall pay the entire cost of any such repair or maintenance including a reasonable charge to cover Landlord's supervisory overhead. Landlord shall not be obligated to repair any damage or defect until receipt of written notice from Tenant of the need of such repair and Landlord shall have a reasonable time after receipt of such notice in which to make such repairs. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment provided by Landlord.

Landlord will provide building security 16 hours per day, 5 days per week, excluding Holidays.

SECTION 10.02 TENANT'S OBLIGATION FOR MAINTENANCE.

- (a) Tenant shall provide its own janitorial service and lamp replacements and keep and maintain the Premises including the interior wall surfaces and windows, floors, floor coverings and



ceilings in a clean, sanitary and safe condition in accordance with the laws of the State and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting said Premises.

- (b) Tenant shall pay, when due, all claims for labor or material furnished, for work under Sections 9.01, 9.02 and 10.02 hereof, to or for Tenant at or for use in the Premises, and shall bond such work if reasonably required by Landlord to prevent assertion of claims against Landlord.
- (c) Tenant agrees to be responsible for all furnishings, fixtures and equipment located upon the Premises from time to time and shall replace carpeting within the Premises if same shall be damaged by tearing, burning, or stains resulting from spilling anything on said carpet, reasonable wear and tear accepted. Tenant further agrees to use chairmats or floor protectors wherever it uses chairs with wheels or casters on carpeted areas.

SECTION 10.03 SURRENDER AND RIGHTS UPON TERMINATION.

- (a) This Lease and the tenancy hereby created shall cease and terminate at the end of the Rental Term hereof, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting summary recovery of possession of Premises from a Tenant holding over to the same extent as if statutory notice has been given.
- (b) Upon termination of this Lease at any time and for any reason whatsoever, Tenant shall surrender and deliver up the Premises to Landlord in the same condition as when the Premises were delivered to Tenant or as altered as provided in Section 9.01, ordinary wear and tear excepted. Upon request of Landlord, Tenant shall promptly remove all personal property from the Premises and repair any damage caused by such removal. Obligations under this Lease relating to events occurring or circumstances existing prior to the date of termination shall survive the expiration or other termination of the Rental Term of this Lease. Liabilities accruing after date of termination are defined in Sections 13.05, 19.01 and 19.02.

ARTICLE XI. INSURANCE AND INDEMNITY

SECTION 11.01 LIABILITY INSURANCE AND INDEMNITY. Tenant is self-insured for liabilities to the extent of Tenant's obligation under Nevada Revised Statutes (NRS) 41.035 (\$50,000 per cause of action). Landlord may purchase additional liability insurance to provide coverage beyond the statutory limits, the premiums for which shall be included as building operating costs pursuant to Section 3.03 herein.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Tenant or any of its officers or employees, which may occur during or which may arise out of the performance of the Lease. Tenant will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Tenant's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$50,000.00 per case of action.

SECTION 11.02 FIRE AND CASUALTY INSURANCE.

- (a) Subject to the provisions of this Section 11.02, Landlord shall secure, pay for, and at all times during the terms hereof maintain, insurance providing coverage upon the building improvements in an amount equal to the full insurable value thereof (as determined by Landlord) and insuring against the perils of fire, extended coverage, vandalism, malicious mischief and all risk. All insurance required hereunder shall be written by reputable, responsible companies licensed in the State of Nevada. Tenant shall have the right, at its request at any reasonable time, to be furnished with copies of the insurance policies then in force pursuant to this Section, together with evidence that the premiums therefor have been paid.
- (b) Tenant agrees to maintain at its own expense such fire and casualty insurance coverage as Tenant may desire or require in respect to Tenant's personal property, equipment, furniture, fixtures or inventory and Landlord shall have no obligation in respect to such insurance or losses. All property kept or stored on the Premises by Tenant or with Tenant's permission shall be so done at Tenant's sole risk and Tenant shall indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to same.
- (c) Tenant will not permit said Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof or increase the insurance risk or increase the insurance premiums in effect just prior to the commencement of this Lease. Tenant agrees to pay as additional rent the total amount of any increase in the insurance premium of Landlord over that in effect prior to the commencement of this lease resulting from Tenant use



of the Premises. If Tenant installs any electrical or other equipment which overloads the lines in the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of Landlord's insurance.

- (d) Landlord shall be responsible for all glass breakage from any cause except for Tenant's negligence or Tenant's forced entry, and agrees to immediately replace all glass broken or damaged during the terms hereof with glass of the same quality as that broken or damaged. Landlord may replace, at Tenant's expense, any glass broken or damaged by Tenant's forced entry or tenant negligence if not replaced by Tenant within five (5) days after such damage.

SECTION 11.03 WAIVER OF SUBROGATION. Each party hereto does hereby release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

ARTICLE XII. UTILITY CHARGES

SECTION 12.01 UTILITY CHARGES. Subject to the provisions of Section 3.03 herein, Landlord shall promptly pay when due, the cost of utility charges except that Tenant shall pay for all telephone installation, equipment and monthly use charges. Tenant covenants to use good faith efforts to reasonably conserve utilities by turning off lights and equipment when not in use and taking such other reasonable actions in accordance with sound standards for energy conservation. Landlord reserves the right to separately meter or otherwise monitor any utility usage and to separately charge tenants for their own utilities.

ARTICLE XIII. OFF-SET STATEMENT, ATTORNMENT AND SUBORDINATION

SECTION 13.01 OFF-SET STATEMENT. Tenant agrees within ten (10) days after request therefore by Landlord to execute in recordable form and deliver to Landlord a statement in writing, certifying

- (a) that this Lease is in full force and effect,
- (b) the date of commencement of the Rental Term of this Lease,
- (c) that rent is paid currently without any off-set or defense thereto,
- (d) the amount of rent, if any paid in advance, and
- (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant.

SECTION 13.02 ATTORNMENT. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 13.03 SUBORDINATION. Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any first mortgages or deeds of trust that may hereafter be placed upon said Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgages or trustees named in said mortgages or deeds of trust shall agree to recognize the Lease of Tenant in the event of foreclosure, if Tenant is not in default.

SECTION 13.04 MORTGAGEE SUBORDINATION. Tenant hereby agrees that this Lease shall, if at any time requested by Landlord or any lender in respect to Landlord's financing of the building or project in which the Premises are located or any portion hereof, be made superior to any mortgage or deed of trust that may have preceded such Lease.

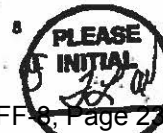
SECTION 13.05 REMEDIES. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments described in this Article XIII upon failure of the Tenant to execute and deliver any of the above instruments within fifteen (15) days after written request so to do by Landlord; and such failure shall constitute a breach of this Lease entitling the Landlord, at its option, to cancel this Lease and terminate the Tenant's interest therein.

ARTICLE XIV. ASSIGNMENT

SECTION 14.01 ASSIGNMENT. Tenant shall not assign this lease or sublet the Premises, or any part thereof, without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld. The consent of Landlord shall not relieve Tenant of this lease from continuing liability for all obligations under this lease.

ARTICLE XV. WASTE OR NUISANCE

SECTION 15.01 WASTE OR NUISANCE. Tenant shall not commit or suffer to be committed any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Premises may be located, or elsewhere within the Building.



ARTICLE XVI. NOTICES

SECTION 16.01 NOTICES. Except as provided in Section 19.01, any notice required or permitted hereunder to be given or transmitted between the parties shall be either personally delivered, or mailed postage prepaid by registered mail, return receipt requested, addressed if to Tenant at the address set forth in Section 1.01(E), and if to Landlord at the address set forth in Section 1.01(C). Either party may, by notice to the other given as prescribed in this Section 16.01, change its above address for any future notices which are mailed under this Lease.

ARTICLE XVII. DESTRUCTION OF THE PREMISES

SECTION 17.01 DESTRUCTION.

- (a) If the Premises are partially or totally destroyed by fire or other casualty insurable under standard fire insurance policies with extended coverage endorsement so as to become partially or totally untenantable, the same shall be repaired or rebuilt as speedily as practical under the circumstances at the expense of the Landlord, unless Landlord elects not to repair or rebuild as provided in Subsection (b) of this Section 17.01. During the period required for restoration, a just and proportionate part of Base Rent, payable by Tenant hereunder shall be abated until the Premises are repaired or rebuilt.
- (b) If the Premises are (i) rendered totally untenantable by reason of an occurrence described in Subsection (a), or (ii) damaged or destroyed as a result of a risk which is not insured under Landlord's fire insurance policies, or (iii) at least twenty percent (20%) damaged or destroyed during the last year of the Rental Term, or (iv) if the Building is damaged in whole or in part (whether or not the Premises are damaged), to such an extent that Tenant cannot practically use the Premises for its intended purpose, then and in any such events Landlord may at its option terminate this Lease Agreement by notice in writing to the Tenant within sixty (60) days after the date of such occurrence. Unless Landlord gives such notice, this Lease Agreement will remain in full force and effect and Landlord shall repair such damage at its expense as expeditiously as possible under the circumstances.
- (c) If Landlord should elect or be obligated pursuant to Subsection (a) above to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to the original Building any other work or improvements which may have been originally performed or installed at Landlord's expense. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, Landlord may terminate this Lease Agreement unless Tenant, within fifteen (15) days after demand therefor, deposits with Landlord a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose. Tenant shall replace all work and improvements not originally installed or performed by Landlord at its expense.
- (d) Except as stated in this Article XVII, Landlord shall not be liable for any loss or damage sustained by Tenant by reason of casualties mentioned hereinabove or any other accidental casualty.

ARTICLE XVIII. CONDEMNATION

SECTION 18.01 CONDEMNATION. As used in this Section the term "Condemnation Proceeding" means any action or proceeding in which any interest in the Premises or Building is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof. If the whole of the Premises is taken through Condemnation Proceedings, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. If in excess of twenty-five (25%) percent of the Premises is taken, either party hereto shall have the option to terminate this Lease by giving the other written notice of such election at any time within thirty (30) days after the date of taking. If less than twenty-five (25%) percent of the space is taken and Landlord determines, in Landlord's sole discretion, that a reasonable amount of reconstruction thereof will not result in the Premises or the Building becoming a practical improvement reasonably suitable for use for the purpose for which it is designed, then Landlord may elect to terminate this Lease Agreement by giving thirty (30) days written notice as provided hereinabove. In all other cases, or if neither party exercises its option to terminate, this Lease shall remain in effect and the rent payable hereunder from and after the date of taking shall be proportionately reduced in proportion to the ratio of: (1) the area contained in the Premises which is capable of occupancy after the taking; to (2) the total area contained in the Premises which was capable of occupancy prior to the taking. In the event of any termination or rental reduction provided for in this Section, there shall be a proration of the rent payable under this Lease and Landlord shall refund any excess theretofore paid by Tenant. Whether or not this Lease is terminated as a consequence of Condemnation Proceedings, all damages or compensation awarded for a partial or total taking, including any sums compensating Tenant for diminution in the value of or deprivation of its leasehold estate, shall be the sole and exclusive property of Landlord, except that Tenant will be entitled to any awards intended to compensate Tenant for expenses of locating and moving Tenant's operations to a new space.



ARTICLE XIX. DEFAULT OF TENANT

SECTION 19.01 DEFAULT - RIGHT TO RE-ENTER. In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after written notice that the same is past due shall have been mailed to Tenant, or any failure by Tenant to perform any other of the terms, conditions or covenants required of Tenant by this Lease within thirty (30) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall abandon said Premises, or permit this Lease to be taken under any writ of execution, then Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and shall have the immediate right of re-entry and may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Tenant hereby waives all compensation for the forfeiture of the term or its loss of possession of the Premises in the event of the forfeiture of this Lease as provided for above. Any notice that Landlord may desire or is required to give Tenant with reference to the foregoing provision may, in lieu of mailing, at the option of Landlord, be conspicuously posted for ten (10) consecutive days at the main entrance to or in front of the Premises, and such notice shall constitute a good, sufficient, and lawful notice for the purpose of declaring a forfeiture of this Lease and for terminating all of the rights of the Tenant hereunder.

SECTION 19.02 DEFAULT - RIGHT TO RE-LET. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and may relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied first to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; second, to the payment of rent or other unpaid obligations due hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rental received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court or competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous default. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such default, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable.

SECTION 19.03 LEGAL EXPENSES. In case of default by either party in the performance and obligations under this Lease, the defaulting party shall pay all costs incurred in enforcing this Lease, or any right arising out of such default, whether by suit or otherwise, including a reasonable attorney's fee.

ARTICLE XX. BANKRUPTCY, INSOLVENCY OR RECEIVERSHIP

SECTION 20.01 ACT OF INSOLVENCY, GUARDIANSHIP, ETC. The following shall constitute a default of this Lease by the Tenant for which Landlord, at Landlord's option, may immediately terminate this Lease.

- (a) The appointment of a receiver to take possession of all or substantially all of the assets of the Tenant.
- (b) A general assignment by the Tenant of his assets for the benefit of creditors.
- (c) Any action taken or suffered by or against the Tenant under any federal or state insolvency or bankruptcy act.
- (d) The appointment of a guardian, conservator, trustee, or other similar officer to take charge of all or any substantial part of the Tenant's property.

Neither this Lease, nor any interest therein nor any estate thereby created shall pass to any trustee, guardian, receiver or assignee for the benefit of creditors or otherwise by operation of law.

ARTICLE XXI. LANDLORD ACCESS

SECTION 21.01 LANDLORD ACCESS. Landlord or Landlord's agent shall have the right to enter the Premises at all reasonable times to examine the same, or to show them to prospective purchasers or lessees of the Building, or to make all repairs, alterations, improvements or additions as Landlord may deem necessary or



desirable, and Landlord shall be allowed to take all material into and upon said Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and rent shall not abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the ninety days prior to the expiration of the Rental Term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants and place upon the Premises the usual notices "To Let" or "For Rent" which notices Tenant shall permit to remain thereon with molestation. At all times, Landlord and/or Landlord's agent shall maintain in confidence and not disclose Tenant's and patient's personal information to third parties.

ARTICLE XXII. LANDLORD'S LIEN

SECTION 22.01 LANDLORD'S LIEN. Tenant hereby grants to Landlord a lien upon the improvements, trade fixtures and furnishings of Tenant to secure full and faithful performance of all of the terms of this Lease.

ARTICLE XXIII. HOLDING OVER

SECTION 23.01 HOLDING OVER. Any holding over after the expiration of the Rental Term hereof shall be construed to be a tenancy at sufferance and all provisions of this Lease Agreement shall be and remain in effect except that the monthly rental shall be double the amount of rent (including any adjustments as provided herein) payable for the last full calendar month of the Rental Term including renewals or extensions.

SECTION 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing.

ARTICLE XXIV. RULES AND REGULATIONS

SECTION 24.01 RULES AND REGULATIONS. Tenant shall comply with all reasonable rules and regulations which are now or which may be hereafter prescribed by the Landlord and posted in or about said Premises or otherwise brought to the notice of the Tenant, both with regard to the project as a whole and to the Premises including common facilities.

ARTICLE XXV. QUIET ENJOYMENT

SECTION 25.01 QUIET ENJOYMENT. Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease and actions resulting from future eminent domain proceedings and casualty losses. Tenant shall have access to the leased premises 24 hours per day, 365 days per year.

ARTICLE XXVI. SECURITY DEPOSIT

SECTION 26.01 SECURITY DEPOSIT. The Landlord herewith acknowledges receipt of the amount set forth in Section 1.01 (S) which it is to retain as security for the faithful performance of all the covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements; the Landlord may so apply the Security Deposit, at its option; and the Landlord's right to the possession of the Leased Premises for non-payment of rents or for other reasons shall not in any event be affected by reason of the fact that the Landlord holds this Security Deposit. The said sum, if not applied toward the payment of rents in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to Tenant without interest when this Lease is terminated, according to these terms, and in no event is the said Security Deposit to be returned until Tenant has vacated the Leased Premises and delivered possession to the Landlord.

In the event that the Landlord repossesses Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this Lease, Landlord may apply the said Security Deposit toward damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. In the event of bankruptcy or other debtor-creditor proceedings against Tenant as specified in Article XX, the Security Deposit shall be deemed to be applied first to the payment of Rents and other charges due Landlord for the earliest possible periods prior to the filing of such proceedings. The Landlord shall not be obliged to keep the said Security Deposit as a separate fund, but may mix the same with its own funds.



ARTICLE XXVII. MISCELLANEOUS PROVISIONS

SECTION 27.01 WAIVER. No failure on the part of Landlord to enforce any covenant or provision of this Lease shall discharge or invalidate such covenant or provision or affect the right of Landlord to enforce the same in the event of any subsequent breach. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition and the consent to or approval of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

SECTION 27.02 ENTIRE AGREEMENT. This Lease constitutes the entire Agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements. This Lease may not be altered or amended except by a subsequent written agreement executed by all parties.

SECTION 27.03 FORCE MAJEURE. Any failure to perform or delay in performance by either party of any obligation under this Lease, other than Tenant's obligation to pay rent, shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

SECTION 27.04 LOSS AND DAMAGE. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying all or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever.

SECTION 27.05 ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the amount owing hereunder shall be deemed to be other than on account of the earliest stipulated amount receivable from Tenant, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or receivable or pursue any other remedy available under this Lease or the law of the state where the Premises are located.

SECTION 27.06 NO OPTION. The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon full execution and delivery thereof by Landlord and Tenant.

SECTION 27.07 ANTI-DISCRIMINATION. Tenant herein covenants by and for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, sex, marital status, color, creed, national origin or ancestry, in the leasing, subleasing, assigning, use, occupancy, tenure or enjoyment of the Premises, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, or subtenants in the Premises.

SECTION 27.08 SEVERABILITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 27.09 OTHER MISCELLANEOUS PROVISIONS. This instrument shall not be recorded without the prior written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" lease for recording purposes which memorandum shall describe the parties, the Premises, the Rental Term and shall incorporate this Lease by reference, and may include other special provisions. The captions which precede the Sections of this Lease are for convenience only and shall in no way affect the manner in which any provisions hereof is construed. In the event there is more than one Tenant hereunder, the liability of each shall be joint and several. This instrument shall be governed by and construed in accordance with the laws of the State wherein the Premises are located. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. Time is of the essence of this Lease and every term, covenant and condition herein contained.

SECTION 27.10 REPRESENTATION REGARDING AUTHORITY. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

SECTION 27.11 BROKER'S COMMISSION: Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed below, and each of the parties agrees to indemnify the other against, and hold harmless from, all liabilities arising from such claim (including, without limitation, the cost of counsel fees in connection therewith) except as follows: Landlord has commission obligation to Woodbury Corporation.



ADDITIONAL PROVISIONS: None.



SIGNATURES:

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

LANDLORD

WOODBURY MEDICAL CENTER, a Utah general partnership

By: [Signature]
W. Richards Woodbury, Attorney-In-Fact

By: [Signature]
O. Randall Woodbury, Attorney-In-Fact

TENANT

BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA for the benefit of THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE

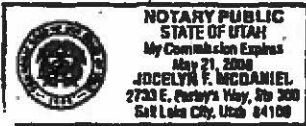
By: [Signature] 1/3/05
Its: VICE-CHANCELLOR, Judy Larson

By: [Signature] 12-15-04
Its: John M. Lillley, President

LANDLORD ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 10th day of JANUARY, 2005, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY to me personally known, who being by me duly sworn did each for himself say that he is Attorney-In-Fact for that certain partnership known as WOODBURY MEDICAL CENTER and that the within instrument was executed on behalf of said partnership, by virtue of a written power of attorney.

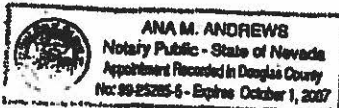


[Signature]
Notary Public

TENANT ACKNOWLEDGMENT (Corporate)

STATE OF ~~NEVADA~~)
COUNTY OF ~~WASHOE~~)

On this 3rd day of JANUARY, 2005, before me personally appeared JUDY A. LARSON and [Signature], known to me to be the VICE-CHANCELLOR and of THE BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA for the benefit of THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporate therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.



[Signature]
Notary Public



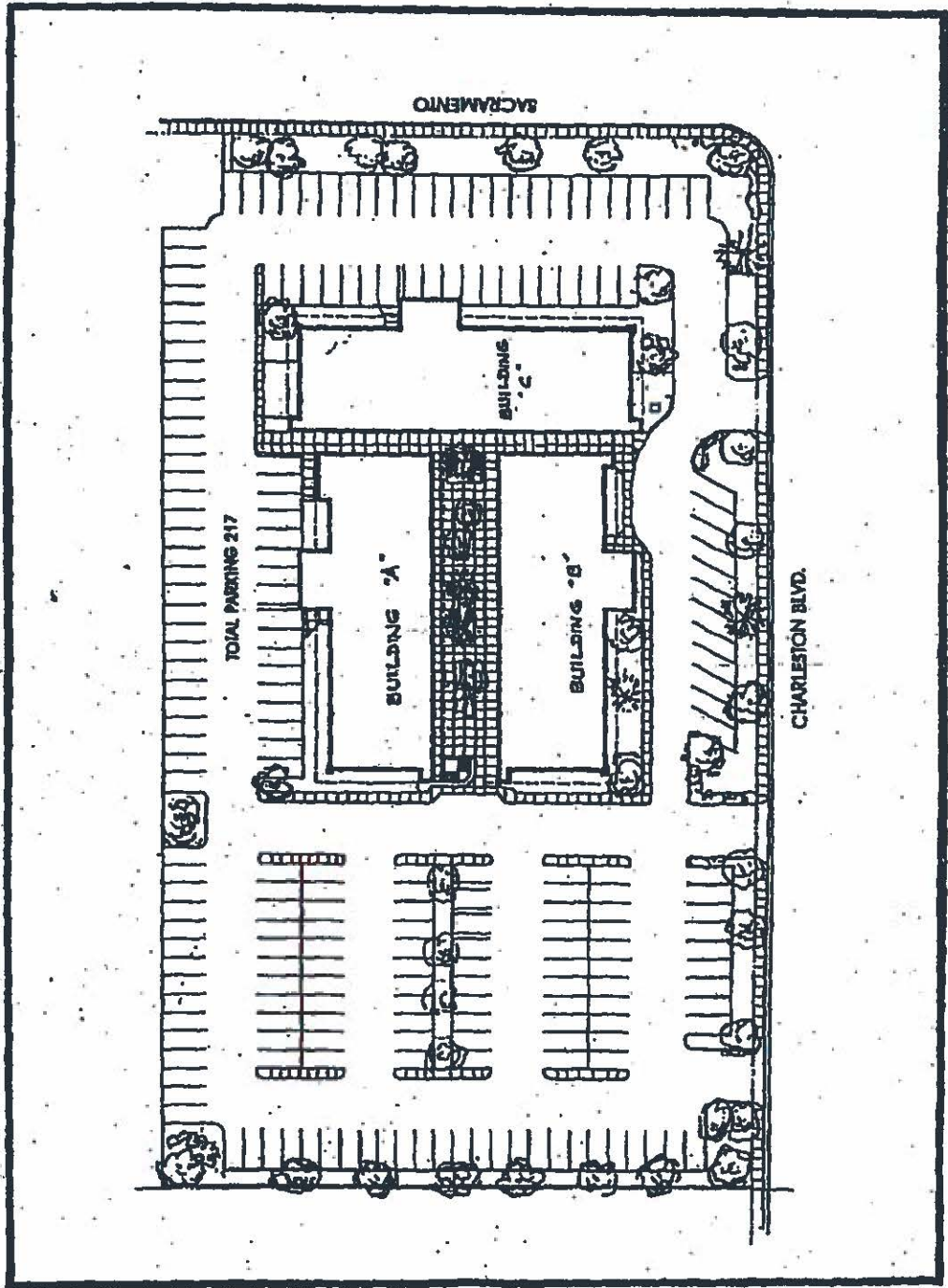
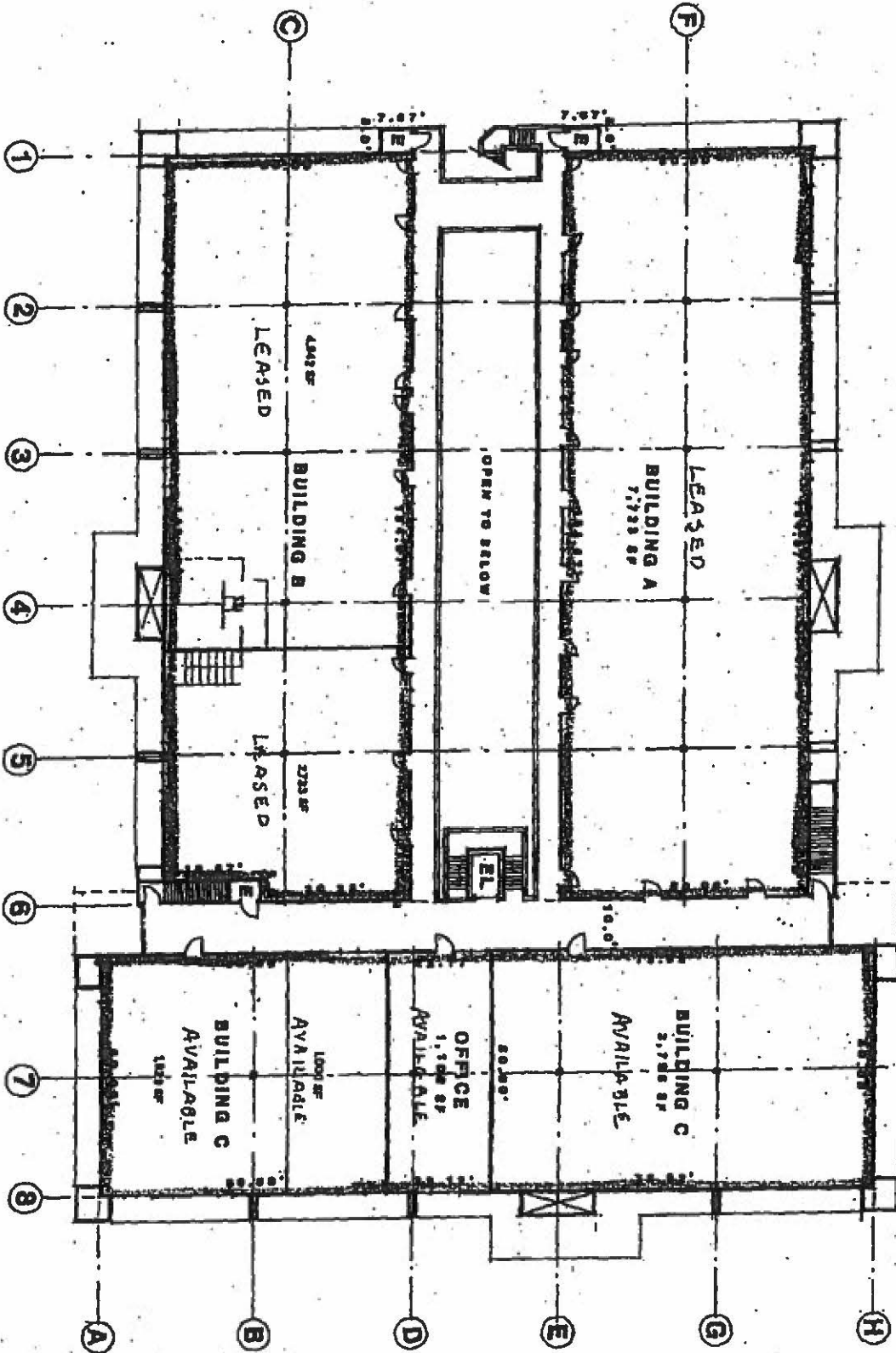


EXHIBIT 'A'
SITE PLAN

EXHIBIT "A-1"
SITE LEASE PLAN

SECOND FLOOR LEASE PLAN
SCALE: 1"=80'-0"



4000 EAST CHARLESTON BLVD.
LAS VEGAS, NEVADA



EXHIBIT "B"

Legal Description

Situated in the County of Clark, State of Nevada, described as follows:

That portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada bounded by the following described lines.

COMMENCING AT THE SOUTH QUARTER (S1/4) CORNER OF SAID SECTION 31; THENCE NORTH 00°26'44" WEST ALONG THE NORTH-SOUTH QUARTER (1/4) LINE OF SECTION 31, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°26'44" WEST ALONG SAID NORTH-SOUTH QUARTER LINE 277.92 FEET; THENCE NORTH 89°25.00" EAST 508.43 FEET TO THE WEST RIGHT OF WAY LINE OF SACRAMENTO STREET (51.00 FEET WIDE); THENCE SOUTH 00°35'43" WEST ALONG SAID RIGHT OF WAY LINE 260.20 FEET; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE, TURNING TO THE RIGHT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE WHICH IS CONCAVE NORTH-WESTERLY AND SUBTENDING A CENTRAL ANGLE OF 90°16'47" AN ARC LENGTH OF 31.51 FEET TO THE NORTH RIGHT OF WAY OF CHARLESTON BOULEVARD (100.00 FEET WIDE); THENCE SOUTH 89°41'04" WEST 489.06 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.



EXHIBIT C

LANDLORD'S WORK

Notwithstanding anything contained herein to the contrary, Tenant accepts the Premises in an "as is" condition. All references to Exhibit "C" and/or Landlord's Work contained in this lease shall be deemed to mean the condition of the Leased Premises on the date this Lease was executed



EXHIBIT "C-1"

LANDLORD'S CONTRIBUTION TO TENANT WORK

Tenant shall provide Landlord, prior to the commencement of construction, a complete and detailed set of plans and specifications drawn by a registered architect (or by some other qualified person acceptable to Landlord) setting forth and describing Tenant's construction plans for building out the Leased Premises in accordance with the floor plan set forth in Exhibit A-1 which shall be in such detail as Landlord may require ("Tenant's Work"). Tenant shall provide Landlord with lien waivers from each of the contractors, subcontractors, and suppliers which have provided materials, labor, and/or services during the construction of Tenant's Work.

Prior to the fifteenth (15th) day of each month, Tenant shall provide Landlord with a narrative summary detailing the status of Tenant's progress with respect to the completion of Tenant's Work. Such summary shall include detail respecting the name of each contractor or subcontractor which has worked on the improvements, a description of progress made by such contractor or subcontractor, as well as the detail respecting any payments made to said contractors or subcontractors, together with copies of all lien waivers (full or partial) which have been obtained from said contractor or subcontractors in exchange for such payment. Additionally, the report shall contain itemized detail of all materials delivered to and/or installed in the Premises, together with information regarding payments made to the suppliers of such materials, as well as copies of all lien waivers obtained from said suppliers in exchange for such payments. Landlord shall have the right to require from Tenant any additional information it deems necessary respecting the status of said construction that Landlord may deem necessary in its commercially reasonable discretion.

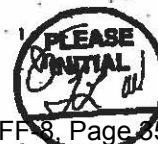


EXHIBIT "D"

Tenant's Work

- A. Any work which is not specifically described as being Landlord's Work in Exhibit "C" but which is required to complete and place the premises in a finished condition shall be done by Tenant at Tenant's cost and in full accordance with Design and Construction Standards.
- B. Tenant's Work shall include all design, finishes, decorating, equipment, furniture and any other costs or fees required to complete construction within leased premises.
- C. Tenant may not enter upon premises to commence Tenant's Work or to deliver fixtures or equipment prior to substantial completion of Landlord's Work within the premises except with prior written approval of Landlord. If so permitted, such entry shall not be deemed an acceptance by the Tenant or possession of the premises, but in such event Tenant shall hold Landlord and Landlord's General contractor harmless for any loss or damage to Tenant's property, fixtures or equipment and for injury to any persons, unless same be directly caused by the wanton negligence of Landlord or its agents or General Contractor.
- D. Procedure and schedule for the completion of Tenant's plans, specifications and construction.
1. Landlord shall initially arrange with Tenant a meeting with Landlord's architect to discuss Tenant's space layout needs and general building design criteria. Within seven (7) days after execution of the Lease, Landlord will provide to Tenant a space layout drawing showing the general location of utility lines and other improvements within unit and a proposed office partitioning plan.
 2. Tenant shall be responsible for the preparation of all design drawings, working drawings and specifications describing in detail the construction and installation in Tenant's premises. All plans must be prepared by a qualified architect or designer, and all mechanical and electrical plans must be prepared by a licensed engineer or architect.
 3. Tenant may at his option utilize the services of Landlord's Architect who will quote a fee for the design and completion of all building finish plans and specifications.
 4. Plans will be submitted to Landlord in triplicate for approval of engineering design, compatibility with building systems and conformance with design standards and criteria. Any irregularities or deficiencies will be noted for correction or modification and will be resubmitted until approved.
 5. All submissions of Tenant plans or questions, clarifications or interpretations regarding design criteria shall be directed to Landlord at:

WOODBURY CORPORATION
Attn: Mr. Lynn S. Woodbury
2733 East Parleys Way
Salt Lake City, UT 84109
 6. Upon approval of Tenant's plans, construction may commence.
 7. Tenant's contractors shall confirm with the General Requirements herein, secure necessary permits and be responsible for any damage to basic building systems caused by or incidental to its work.
 8. Upon completion, Landlord shall inspect and upon verification of compliance with design criteria and proper tie-in with building systems, construction allowance will be paid.
 9. Tenant may at his option, utilize Landlord's contractor for the completion of his work. Landlord's contractor will submit to Tenant complete cost breakdowns for the performance of all work and upon receipt of Tenant's written approval, Landlord's contractor shall commence construction and complete all work in a timely manner.
 - a. Landlord's contractor shall notify Tenant of substantial completion at which time an inspection will be performed and a "punch list" of deficiencies prepared.
 - b. Tenant may then enter upon the premises and install any other equipment, fixtures furnishings, decorations or improvements not included as part of the construction contract.
 - c. Tenant shall pay within ten (10) days after substantial completion any amounts by which the actual construction cost exceeds the amount of any Landlord provided allowances.



- d. Landlord's contractor shall correct in a timely manner any deficiencies on the punch list.
- E. The design criteria as set forth in this Exhibit represent minimum standards for all systems, finishes, mechanical, electrical and other construction work and installations, and design. All work shall conform with the standards set forth herein and shall be subject to prior written approval of Landlord's Architect, who shall have absolute authority with respect to design and construction issues and whose decisions shall be binding upon Tenant. Tenant hereby agrees to abide by the decisions of said Architect.
- F. GENERAL CONSTRUCTION REQUIREMENTS
1. The design, type of construction, engineering of mechanical and electrical systems, types of materials and finishes and each of Tenant's proposed contractors must be approved by Landlord or Landlord's Architect prior to the commencement of any construction work.
 2. Construction and use shall comply with applicable statutes, ordinances, regulations, laws, building codes, zoning statutes including, without limiting, the foregoing: Uniform Building Code, and applicable City, County and State Building, Plumbing, Mechanical, Fire, Health Pollution, Electrical, Safety and other codes.
 3. All required permits shall be obtained and paid for by the Tenant and /or Tenant's Contractor.
 4. Quality of workmanship and materials shall be first class, acceptable to Landlord's Architect and in keeping with the project standards.
 5. On completion, all facilities shall be in full use without defects.
 6. Contractors shall be required to show evidence of possessing good labor relations, compatible with other labor on the project, and Tenant and its contractors shall avoid labor practices or disputes which will interfere with other work or operations in the project.
 7. Contractors shall be required to work in harmony with other contractors on the project. Tenant's contractors shall coordinate their work and any system shut downs with other contractors and occupants of the building.
 8. Landlord shall have the right to order any Tenant or Tenant's Contractor, who willfully violates the above requirements, to cease work, and to remove himself, his work, his equipment, and his employees from the property.
 9. Tenant's contractors shall carry such types of insurance in such amounts as shall be designated by Landlord and all policies shall name the Landlord and its agents as additional insureds.
 10. Landlord shall have the right to perform by its own contractor or subcontractors, on behalf of and for the account of the Tenant, any of Tenant's work which Landlord determines should be so performed. Generally, such work shall be that which affects structural components, or the general utility systems for the project. If Landlord so determines, Landlord shall notify Tenant prior to commencement of said work and Tenant shall reimburse Landlord for all costs of planning and performing such work.
 11. No approval by Landlord shall deemed valid unless same shall be in writing signed by Landlord or Landlord's Architect.

G. ARCHITECTURAL

1. Interior walls and Partitions: Tenant shall be responsible for the installation of all interior walls, divider partitions or office wall systems (except for demising walls) including the installation of any base, trim, moldings, casings, doors and windows within leased premises and the installation of all wall coverings, painting and decoration thereof.
2. Ceilings: Any modifications to Landlord provided ceilings required by Tenant's installations shall be by Tenant. Ceiling should be a suspended T-bar lay-in acoustical ceiling. Ceilings must be one-hour fire rated construction with fire dampers at grilles and boxed "USG Thermal Fiber" light fixture protection or equal, where required by the local building official.
3. Doors and Windows: Tenant shall provide all interior doors, windows and frames required within the premises except that Landlord shall provide the exterior exit corridor as presently exists.
4. Floor Coverings: Shall be provided by Tenant. All floors shall be carpeted with a minimum 24 oz. face weight nylon carpet adhered with tack strips. Type, style and color at Tenant's option.



5. Cabinetry and Millwork: Shall be provided by Tenant. Type, style and color at Tenant's option.

H. STRUCTURAL AND ROOF

1. There shall be no penetrations of the roof or installation of radio or television antennas or any other equipment on the roof without the prior written approval of Landlord's Architect.
2. Any and all roof penetrations shall be engineered and installed in accordance with standard project details by Tenant. Roof system utilized is an EPDM, single-ply ballasted system.
3. Any rooftop equipment or exhaust fans required by Tenant's installation beyond that provided by Landlord, if permitted, shall be installed by Tenant of fully contained curbs in a location specifically approved by Landlord's Architect. Roof Curbs shall be fully framed and the structure will be reinforced as necessary and in a manner so as to leave it as strong or stronger than the original design with unimpaired.
4. Floor construction and loads are designed of adequate capacity to generally support typical office needs and equipment. However, Tenant shall indicate on plans the weight of any special equipment, heavy equipment or computers, so that Landlord's Architect may evaluate load carrying capacity. If inadequate, additional reinforcing will be required.
5. Under no condition shall any penetrations or cutting of the floor or roof joists be permitted except with Landlord's Architect's specific written approval and then only in accordance with any special requirements that said Architect may impose.
6. Any cutting of slabs or floor decks must be by saw cutting or core drilling. Special precautions will have to be taken if spaces above or below are occupied at the time that such work is taking place.

I. PLUMBING

1. Tenant shall be responsible for the installation of all plumbing and associated fixtures he may require within premises including the extension of any sewer or water services. Landlord may require the installation of additional water heaters if Tenant requires hot water within premises.
2. Natural gas service is only available to premises upon special request and need. If required, Tenant shall pay all cost required to create a separately metered gas service and associated extension from building main gas distribution point.

J. HEATING, VENTILATION AND AIR CONDITIONING (HVAC)

1. Tenant shall be responsible for the installation of duct drops from main supply ducts and all associated grilles and registers as may be required for the proper distribution, balancing and functioning of building HVAC system within Tenant's premises; in accordance with good engineering practices and design. Tenant may also be required to relocate thermostats and controls.
2. All duct work shall be installed within concealed ceiling spaces above ceilings. Tenant's contractor will be responsible for the proper coordination of duct installation with existing systems within plenum area and shall size and route distribution ducts so as to not interfere with any other installed systems. supply ducts may be flexible or insulated spiral round duct if run does not exceed 6 feet. Turning vanes will be required in all supply air duct elbows.
3. No openings for fans, louvers, grilles, exhaust vents or other devices will be installed in any demising partition or exterior walls except with Seller's Architect's specific written approval thereof.
4. Exhaust hoods and make-up air vents, additional cooling, or any other mechanical installation required for Tenant's special needs or other special purpose areas will be installed by Tenant if required in the determination of Landlord's Architect.

K. ELECTRICAL

1. Electric power available to Tenant's premises is 120/208 volt, 3 phase, 4 wire service. Tenant shall pay all costs related to the installation and distribution of its electrical needs for duplex wall outlets, additional lighting beyond that provided by Landlord and switching of all lighting within its premises. This work shall include the cost of all disconnects or other work at main panels.
2. Tenant shall also be responsible for the installation of any time clocks, emergency lighting, night light or exit lights that may be required within leased premises.



L. TELEPHONE COMMUNICATIONS

Landlord has provided main telephone service to the building at a main telephone distribution panel. Tenant shall be responsible for all telephone and communication systems, distribution wiring, outlets and equipment required to satisfy its needs and shall make any necessary arrangements with the local utility company and/or private telephone companies.

M. SIGNS

1. Building address numbers will be prominently located on the exterior of each building so as to be easily visible and readable from the street.
2. Freestanding or pylon signs or Tenant signs located on the exterior of the building will generally not be permitted unless Tenant occupied an entire building or major portion thereof and if permitted by municipal authorities. Such signs shall be of a design and type determined by Landlord's Architect.
3. Directory Signage: Directories of uniform design and style will be located at the main entry of the building identifying each suite and occupant therein. Landlord shall initially design and install all such directories and identifications in accordance with established criteria for the overall project. any subsequent changes necessary from time to time shall be the responsibility of the occupant requiring such changes and subject to the project manager's approval and must be of the same type and quality as initially installed.
4. Unit identification Signage:
 - a. Each unit shall be identified by signage of a uniform size, style and character for the project as determined by Landlord's Architect. All such signage shall be located at the main customer entry to the leased premises. No signage will otherwise be located on the exterior of the building.
 - b. Signs shall be non-illuminated and shall include any graphic color banding required by Landlord's Architect, the suite number, and business identification. All elements shall be of a uniform letter style and sized in accordance with the Landlord's Architect standards.
 - c. All such identification signage will be installed by Tenant in the appropriate location dictated by Landlord's architect. any changes thereafter shall be made by Tenant subject to the approval of the project manager and in conformance with design and quality of other signs.
5. Nothing herein shall prevent the Landlord from permitting installation of other compatible signage as may be deemed necessary or desirable by Landlord for proper project of occupant identity



LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT is made this 11th day of June, 2007, by Zeev and Cila Mansdorf (Assignors) and Christopher N. and Catherine E. Parker (Assignees).

RECITALS

WHEREAS, Assignors accepted (via the LEASE ASSIGNMENT dated August 31, 2004) that certain Lease Agreement, executed July 26, 2003 with the Board of Regents of the University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas for the lease of the real property known as 5003 Tamarus Street, Las Vegas, Nevada 89119 (the "demised premises").

WHEREAS, Assignors have entered into an agreement to sell the demised premises to Assignees, and

WHEREAS, Assignees will take ownership of the demised premises at close of escrow and has agreed to honor and comply with all terms and conditions of the aforementioned lease agreement.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Assignors hereby assign all it's rights and obligations in the aforementioned lease to Assignees, effective close of escrow.

- 1. CONSTRUCTION. This Lease Assignment shall be construed in conjunction with the Lease and all of the terms, covenants and conditions of the Lease shall remain in full force and effect and are ratified and confirmed by this instrument.
- 2. COUNTERPARTS. This Lease Assignment may be executed in multiple counterparts, each of which shall be deemed an original document.

IN WITNESS WHEREOF, Assignors and Assignees duly executed this Lease Assignment, as of the day and year first written above.

ASSIGNORS:
Zeev and Cila Mansdorf

Zeev Mansdorf
Zeev Mansdorf

Cila Mansdorf
Cila Mansdorf

ASSIGNEES:
Christopher N. and Catherine E. Parker

Christopher N. Parker
Christopher N. Parker

Catherine E. Parker
Catherine E. Parker

LEASE EXTENSION AND MODIFICATION AGREEMENT

This Lease Extension and Modification Agreement ("Lease Extension") is entered into as of the 1st day of February, 2010, by and between DEDICATED ASSETS L.C., a Utah limited liability company (hereinafter "Landlord") and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (formerly The Board of Regents of the University and Community College System of Nevada) for the benefit of THE UNIVERSITY OF NEVADA RENO, THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE, THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS) AND NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC., d/b/a MOJAVE COUNSELING CENTER (hereinafter "Tenant").

WHEREAS, Woodbury Medical Center, a General Partnership, and Tenant entered into that certain Lease Agreement dated January 3, 2005 (hereinafter the "Lease"), pursuant to which Woodbury Medical Center leased to Tenant certain Premises designated as Spaces A-210, B-130, B-230, and C-220, located in the Woodbury Medical Center at 4000 E. Charleston, Las Vegas, Nevada (hereinafter "Leased Premises"); and

WHEREAS, Landlord is successor in interest to Woodbury Medical Center, a Utah general partnership; and

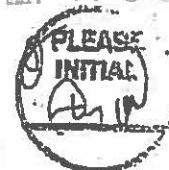
WHEREAS, the Lease term is set to expire of its own terms on January 31, 2010; and

WHEREAS, the Landlord and Tenant desire to extend the Lease for an additional One (1) year period; and

NOW HEREOF, for Ten Dollars and other good and valuable consideration, Landlord and Tenant hereby agree to extend the term of the Lease upon the following terms and conditions:

1. The Leased Premises shall be hereafter defined as including Spaces A-210, B-130, B-230, and C-220 for a total of 30,429 square feet.
2. The Lease Term shall be extended for an additional One (1) year period commencing February 1, 2010 and ending January 31, 2011 (hereinafter "Extension Term").

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- 3. Fixed Minimum Rent during the Extension Term shall be Six Hundred Thirty Seven Thousand Twenty and 00/100 Dollars (\$ 637,020.00) payable in equal consecutive monthly installments of Fifty Three Thousand Eight Five and 00/100 Dollars (\$ 53,085.00).
- 4. Tenant shall continue to pay increase in operating expenses of 49.45% over 2002 base year and 16.85% over 2003 base year.
- 5. Tenant shall continue to pay submetered electricity charged billed quarterly by Landlord.
- 6. Early Termination. Tenant may terminate this Lease upon ninety (90) days prior written notice to Landlord. If exercised, Tenant shall pay an early termination penalty of One Hundred Thousand Six One Hundred Seventy and 00/100 Dollars (\$106,170.00) if this option is exercised on or before July 31, 2010; or a termination fee of Fifty Three Thousand Eighty Five and 00/100 Dollars (\$53,085.00) if this option is exercised after July 31, 2010.
- 7. Option to Purchase/First Right of Refusal. Tenant shall have the non-exclusive option to purchase the entire 4000 E. Charleston property during this Extension period. The purchase price shall be Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00) if the purchase is under contract by July 31, 2010 with a firm closing date of no later than August 31, 2010. After July 31, 2010, or if it is the mutual desire of the parties to pursue a condominium purchase of less than the entire project, Landlord shall re-assess the then current market conditions and will work with Tenant in good faith to establish a mutually acceptable price. Notwithstanding the foregoing, should Landlord receive a bonafide offer to purchase the property during the extension term, Landlord shall offer to sell the property to Tenant on the same price, terms and conditions as contained in said offer and Tenant shall have ten (10) days to elect to purchase the property on such terms and thereafter have three (3) days to enter into a non-revocable purchase contract containing such terms.
- 8. **EXECUTIVE ORDER CERTIFICATION.** For purpose of compliance with Executive Order 13224 and related regulations, Landlord and Tenant hereby states, represents and warrants to each other that:

(a) **Certification.** Landlord and Tenant certify that:

(i) They are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, " Specially Designated

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National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) They have not executed this Lease, directly or indirectly on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity, or nation.

(b) **Indemnification.** Tenant and Landlord hereby agree to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. However, Tenant's indemnity obligation will be limited in accordance with Nevada State Law under NRS 41.0305 to NRS 41.039. The defense of sovereign immunity will be asserted in all cases in accordance with Nevada State Law under NRS 41.0305 to 41.039.

9. Except as specifically modified, altered, or changed by this Agreement, the Lease and any amendments and/or extensions shall remain unchanged and in full force and effect throughout the Extension Term of the Lease.

[Remainder of page intentionally left blank]

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IN WITNESS THEREOF, the parties hereto have executed this Lease Extension and Modification Agreement as of the date and year first above written.

LANDLORD:

DEDICATED ASSETS, L.C., a Utah limited liability company

By: W. Richards Woodbury
W. Richards Woodbury, Its Manager

By: O. Randall Woodbury
O. Randall Woodbury, Its Manager

TENANT:

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSOM), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS), AND THE NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER

By: Milton Glick
Milton Glick, PhD
President, UNR

By: Ole J. Thienhaus
Ole J. Thienhaus, MD, MBA
Dean, UNSOM

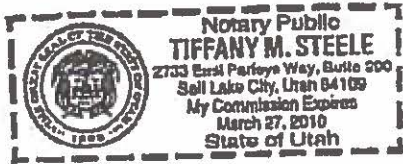
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ACKNOWLEDGMENT OF LANDLORD

STATE OF UTAH)
)
) :SS.
COUNTY OF SALT LAKE)

On the 8th day of March, 2010 before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that they are the Managers of DEDICATED ASSETS, L.C., the company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument pursuant to its Articles of Organization and/or Operating Agreement.



[Handwritten Signature]

Notary Public

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SECOND LEASE EXTENSION AND MODIFICATION AGREEMENT

This Second Lease Extension and Modification Agreement ("Second Lease Extension") is entered into as of the 8th day of MARCH, 2011, by and between DEDICATED ASSETS L.C., a Utah limited liability company (hereinafter "Landlord") and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (formerly The Board of Regents of the University and Community College System of Nevada) for the benefit of THE UNIVERSITY OF NEVADA RENO, THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE, THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS) AND NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC., d/b/a MOJAVE COUNSELING CENTER (hereinafter "Tenant").

WHEREAS, Woodbury Medical Center, a General Partnership, and Tenant entered into that certain Lease Agreement dated January 3, 2005 (hereinafter the "Lease"), pursuant to which Woodbury Medical Center leased to Tenant certain Premises designated as Spaces A-210, B-130, B-230, and C-220, representing a total rentable area of 30,429 square feet, located in the Woodbury Medical Center at 4000 E. Charleston, Las Vegas, Nevada (hereinafter "Leased Premises");

WHEREAS, Landlord is successor in interest to Woodbury Medical Center, a Utah general partnership;

WHEREAS, on or about February 1, 2010, Landlord and Tenant entered into a Lease Extension and Modification Agreement (hereinafter "First Extension Term") extending the term of the Lease for an additional one (1) year period ending January 31, 2011;

WHEREAS, the Lease term, as extended, is set to expire of its own terms on January 31, 2011; and

WHEREAS, the Landlord and Tenant desire to extend the Lease for an additional three (3) year period.

NOW THEREFORE, for Ten Dollars and other good and valuable consideration, Landlord and Tenant hereby agree to extend the term of the Lease upon the following terms and conditions:



1. The Lease Term shall be extended for an additional three (3) year period commencing February 1, 2011 and ending January 31, 2014 (hereinafter "Second Extension Term").
2. Fixed Minimum Rent during the Second Extension Term shall be as follows: Commencing February 1, 2011 of the Second Extension Term and continuing through January 31, 2012, the Annual Fixed Minimum Rent shall be Five Hundred Seventy-Three Thousand Three Hundred and 00/100 Dollars (\$573,300.00) payable in equal consecutive monthly installments of Forty-Seven Thousand Seven Hundred Seventy-Five and 00/100 Dollars (\$47,775.00).
3. The Escalations in Annual Fixed Minimum Rent during the Second Extension Term shall occur as follows:

| <u>Escalation Date</u> | <u>Annual Rent</u> | <u>Monthly Payment</u> |
|------------------------|--------------------|------------------------|
| February 1, 2012 | \$584,766.00 | \$48,730.50 |
| February 1, 2013 | \$596,461.32 | \$49,705.11 |

4. Section 1.01 (N) of the Lease is stricken in its entirety and replaced and restated as follows:

"LANDLORD'S SHARE OF OPERATING EXPENSES: Landlord's share is computed by multiplying the number of gross rentable square feet in the Premises by \$5.40 per square foot per year or \$.45 per square foot per month."

5. Section 1.01 (O) of the Lease is stricken in its entirety and replaced and restated as follows:

"TENANT'S PRO RATA SHARE OF OPERATING EXPENSES: Sixty-Six and Three-Tenths percent (66.3%) of all operating expenses as defined in Section 3.03 of the Lease in excess of Landlord's share, currently estimated to be One Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$1,825.00) per month. In addition, Tenant shall pay sub-metered electricity billed quarterly by Landlord."

6. LANDLORD'S CONTRIBUTION TO TENANT'S WORK: Landlord shall contribute an amount not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00) toward Tenant's cost of improvements in the Leased Premises, specifically to repair and replace the flooring, carpeting and painting in Suite A-210, to be paid within thirty (30) days after the completion of Tenant's Work and the presentation to Landlord of Certificate of Occupancy and proof of lien releases. Landlord shall have no obligation to pay any portion of Landlord's Contribution to Tenant's Work unless and until Landlord has been satisfied in its reasonable determination that Tenant has completed all of its construction obligations for the Leased Premises and provided



Landlord with reasonably satisfactory evidence thereof, including, but not limited to, lien waivers from all contractors and subcontractors who have worked on the Leased Premises and all those who have supplied materials which have been utilized in the construction of the space. Tenant shall submit to Landlord a written request for payment of Landlord's Contribution as set forth herein, together with commercially reasonable evidence of the fact that it has completed all of Tenant's Work. Such evidence to be provided by Tenant shall include, but not be limited to, lien waivers from all contractors and subcontractors who have performed Tenant's Work together with additional lien waivers from any supplier which has provided materials utilized in Tenant's Work with a total aggregate value of more than \$1,000.00.

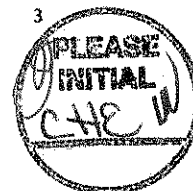
7. Landlord shall upgrade the existing security cameras serving the exterior of the Leased Premises pursuant to the proposals currently under review by Landlord and Tenant. Sample proposals under consideration are attached as Exhibit "A".
8. The Early Termination and Option to Purchase/First Right of Refusal provisions agreed upon by Landlord and Tenant in the First Extension Term shall be stricken in their entirety and are no longer in effect.
9. **EXECUTIVE ORDER CERTIFICATION.** For purpose of compliance with Executive Order 13224 and related regulations, Landlord and Tenant hereby states, represents and warrants to each other that:

(a) **Certification.** Landlord and Tenant certify that:

(i) They are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, " Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) They have not executed this Lease, directly or indirectly on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity, or nation.

(b) **Indemnification.** Tenant and Landlord hereby agree to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. However, Tenant's indemnity obligation will be limited in accordance with Nevada State Law under NRS 41.0305 to NRS 41.039. The defense of sovereign immunity will be asserted



in all cases in accordance with Nevada State Law under NRS 41.0305 to NRS 41.039.

10. Except as specifically modified, altered, or changed by this Agreement, the Lease and any amendments and/or extensions shall remain unchanged and in full force and effect throughout the Second Extension Term of the Lease.

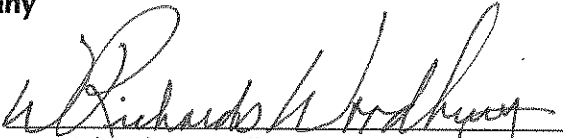
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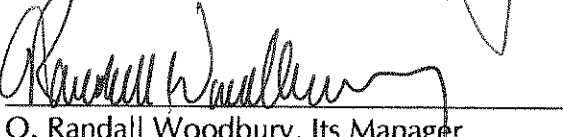


IN WITNESS THEREOF, the parties hereto have executed this Second Lease Extension and Modification Agreement as of the date and year first above written.

LANDLORD:

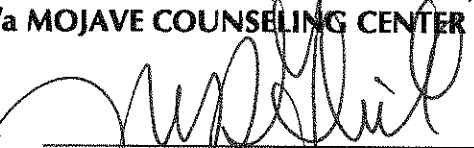
DEDICATED ASSETS, L.C., a Utah limited liability company

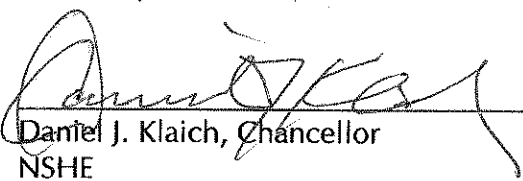
By: 
W. Richards Woodbury, Its Manager

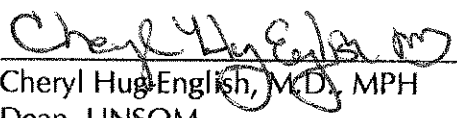
By: 
O. Randall Woodbury, Its Manager

TENANT:

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSON), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS), AND THE NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER

By:  2-8-11
Milton D. Glick, Ph.D, President
University of Nevada, Reno

By: 
Daniel J. Klaich, Chancellor
NSHE

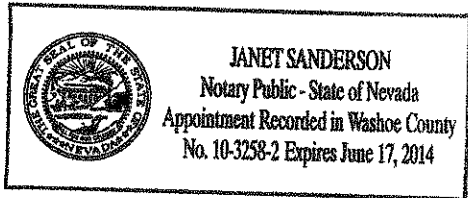
By: 
Cheryl Hug-English, M.D., MPH
Dean, UNSOM



ACKNOWLEDGMENT OF TENANT

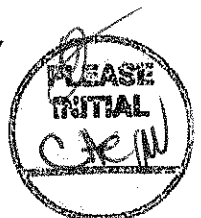
STATE OF Nevada)
 : SS.
COUNTY OF Washoe)

On the 8th day of February, 2011, before me personally appeared MILTON D. GLICK, to me personally known to be the PRESIDENT, of THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSON), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS), AND THE NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



Janet Sanderson

Notary Public



ACKNOWLEDGMENT OF TENANT

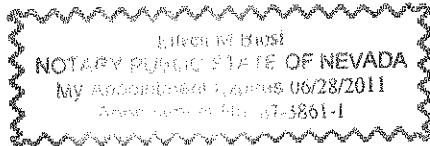
STATE OF NEVADA)

: ss.

COUNTY OF CLARK)

On the 17th day of FEBRUARY, 2011, before me personally appeared DANIEL J. KLAICH, to me personally known to be the CHANCELLOR, NSHE, of THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSON), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS), AND THE NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Eileen M. Bross
Notary Public



ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made between Dedicated Assets, L.C., a Utah limited liability company ("Assignor"), and Woodbury Medical Center L.L.C., a Utah limited liability company ("Assignee"). Assignor and Assignee may be referred to herein as a "Party" or "Parties", as the case may be.

RECITALS

- A. Assignor is the landlord under those certain leases identified on Exhibit "A", which is attached hereto and incorporated herein by reference ("Leases"), which Leases Assignor has agreed to assign to Assignee.
- B. Assignee is the owner of the properties upon which the Leased Premises of the Leases are located, which properties are included in the real property described on Exhibit "B".
- C. This Assignment is executed to effectuate the transfer to Assignee of all of Assignor's right, title, interest, obligations and liabilities in and to the Leases.


NOW, THEREFORE, in consideration of the recitals above which are incorporated below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- 1. **Assignment.** Assignor hereby grants, conveys, assigns, transfers to Assignee, its successors and assigns, free and clear of any and all right, title and interest of Assignor, as landlord or otherwise, in and to the Leases for the remaining term and all extensions thereof and to the rents set forth in the Leases, together with any and all rights and appurtenances thereto in any way belonging to Assignor, its successors and assigns.
- 2. **Acceptance and Assumption.** Assignee hereby accepts and agrees to perform all of the terms, covenants and conditions of the Leases required to be performed by landlord from and after the date hereof.
- 3. **Indemnification by Assignee.** Assignee shall indemnify and hold Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Leases occurring from and after the date hereof.
- 4. **Indemnification by Assignor.** Assignor shall indemnify and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Leases arising or occurring prior to the date hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be signed effective the _____ day of June 2012.

ASSIGNOR:

DEDICATED ASSETS, L.C., a Utah limited liability company

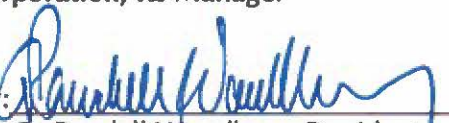
By: 
O. Randall Woodbury, its Manager

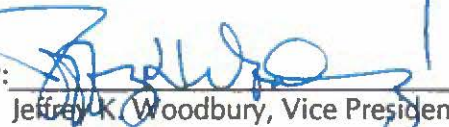
By: 
Jeffrey K. Woodbury, its Manager

ASSIGNEE:

WOODBURY MEDICAL CENTER L.L.C., a Utah limited liability company

By: **WOODBURY CORPORATION, a Utah corporation, Its Manager**

By: 
O. Randall Woodbury, President

By: 
Jeffrey K. Woodbury, Vice President

ACKNOWLEDGMENTS OF ASSIGNOR

STATE OF UTAH)
)
:55.
COUNTY OF SALT LAKE)

On the 19th day of June, 2012 before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the Managers of DEDICATED ASSETS, L.C., the company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument pursuant to its Articles of Organization and/or Operating Agreement.

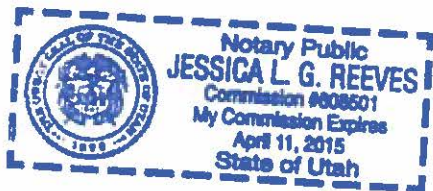


Jessica L. G. Reeves
Notary Public

ACKNOWLEDGMENTS OF ASSIGNEE

STATE OF UTAH)
)
: 55.
COUNTY OF SALT LAKE)

On the 19th day of June, 2012, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice President of WOODBURY CORPORATION, a Utah corporation, Manager of Woodbury Medical Center L.L.C., the company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument pursuant to its Articles of Organization and/or Operating Agreement.



Jessica L. G. Reeves
Notary Public

an

EXHIBIT "A"

1. Lease dated January 3, 2005 between Dedicated Assets, L.C. a Utah limited liability company, as successor in interest to Woodbury Medical Center, a Utah general partnership, as Landlord and The Board of Regents of the University and Community College System of Nevada for the benefit of the University of Nevada School of Medicine d/b/a Mojave Counseling Center, as Tenant.
2. Lease dated October 19, 2007 between Dedicated Assets, L.C. a Utah limited liability company, as Landlord and Tottori Allergy & Asthma Associates, a professional corporation, as Tenant.



EXHIBIT "B"

Legal Description

Situated in the County of Clark, State of Nevada, described as follows:

That portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada bounded by the following described lines.

COMMENCING AT THE SOUTH QUARTER (S1/4) CORNER OF SAID SECTION 31; THENCE NORTH 00°26'44" WEST ALONG THE NORTH-SOUTH QUARTER (1/4) LINE OF SECTION 31, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°26'44" WEST ALONG SAID NORTH-SOUTH QUARTER LINE 277.92 FEET; THENCE NORTH 89°25.00" EAST 508.43 FEET TO THE WEST RIGHT OF WAY LINE OF SACRAMENTO STREET (51.00 FEET WIDE); THENCE SOUTH 00°35'43" WEST ALONG SAID RIGHT OF WAY LINE 260.20 FEET; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE, TURNING TO THE RIGHT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE WHICH IS CONCAVE NORTHWESTERLY AND SUBTENDING A CENTRAL ANGLE OF 90°16'47" AN ARC LENGTH OF 31.51 FEET TO THE NORTH RIGHT OF WAY OF CHARLESTON BOULEVARD (100.00 FEET WIDE); THENCE SOUTH 89°41'04" WEST 489.06 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SCOPE OF WORK - Exhibit A



OVERVIEW:

Sting Alarm will provide and install a complete Head End replacement using the 16 CH ST PC Based DVR. Sting will connect to existing cameras & Rehab Views For Clarity & Refocus. 4 Parking Exit/Entry views specific, 4 Located in the Campus area. Use all salvagable & Existing cams, Wire, Monitor ETC. Head Swap & Additions

Head Swap & Connect to existing. Additions as discussed

Cable Pathway - Interior/Access Granted/Design Specific.

DETAIL:

- 1) Sting Alarm will provide and install 1, Proximal ST PC Based 16-channel Digital Video Recorder complete with 500 gig hard drive and web server. Use existing Monitor, Keyboard & Mouse.
- 2) Sting Alarm will provide and install 8, Proximal Outdoor Day/Night Hi-Res Vandal Dome Color Cameras complete w/2.9-10mm Lens, Mount & hardware to the desired locations: 4-Exit views, 4-Located on Campus Generals.
- 3) Sting Alarm will provide and install 1, 18 CH Camera Power Supply.
- 4) Sting Alarm will provide and install needed Armor con RG 59 18-2 CCTV cable. The Cable will be run in an interior manner with access being given as discussed/Design Specific. BNC Included
- 5) Sting Alarm will provide labor for system programming & Networking.

CLARIFICATIONS:

- 1) Customer is responsible to provide all required 110VAC.
- 2) Sting Alarm will not be held liable for any drywall damage incurred by installation.
- 3) Customer must provide a suitable location for placement of the Digital Video Recorder (DVR) where the internal temperature in that location does not exceed 75 degrees Fahrenheit.
- 4) Permits for this project are to be supplied by others. If Sting is to provide any permits it will be billed outside and in addition to the listed total.
- 5) Client is to provide a high-speed internet connection with Static IP Address to the Digital Video Recorder, if remote viewing is required.
- 6) Sting Alarm will provide labor for 1 training session not to exceed 2 hours to cover system operations.

Initial

conditions hereinafter set forth.

OPERATIVE TERMS AND CONDITIONS

Now, therefore, in consideration of the recitals and of the terms and conditions set forth herein, the parties hereto agree as follows:

Attached to this Agreement and made an integral part hereof may be an Addendum(s) consisting of those pages necessary to describe the protective system, service and equipment to be employed upon the subscribers premises. Said system, service and equipment necessary shall correlate with the protective service and system indicated below. Said exhibit shall also set forth any special condition or exception from Alarmco's normal service as provided by the particular system or service designated by the Subscriber.

SYSTEM SHALL CONSIST OF:

- Install. C.C.T.V.
- 1- 16- CHANNEL DIGITAL VIDEO RECORDER w/ 2 T.B. HARD DRIVE w/ Remote Viewing CAPABILITY
- 1- LOCK BOX w/ FAN FOR D.V.R.
- 2- PAN, TILT, ZOOM CAMERAS w/ VARIOFACAL LENS + HOUSINGS
- 8- COLOR VARIOFACAL PHOTO DOME CAMERAS w/ VARIOFACAL LENS, DAY/NIGHT
- 4- POWER SUPPLY
- APPROX: 3000 FT. CAT FIBER WIRING
- 16- VARIAC FOR WIRING
- 2- CONTROLLER FOR PAN TILT ZOOM CAMERAS
- 1- 28" COLOR FLAT SCREEN CAMERAS
- 1- APC UPS BACK UP FOR D.V.R.
- ALL HARDWARE MOUNTING BRACKETS, HOUSINGS + ETC. NEEDED FOR INSTALL
- LABOR INCLUDED. (CONCRETE PROVIDED BY OTHERS.)
- ALL TRAINING INCLUDED
- TOTAL INSTALL \$20,710.00
- \$135.00 PER MONTH SERVICE.

of the Subscriber, the system or services hereinafter set forth, designed with a check (✓) mark.

- BURGLAR
- FIRE
- SPRINKLER
- HOLD UP
- INDUSTRIAL PROCESS
- ADDITION
- SUPERVISORY
- RADIO
- CENTRAL STATION
- UL APPROVED
- CLOSE CIRCUIT TV
- OTHER
- OTHER
- NON-SUPERVISORY

Alarmco shall, during the terms of this Agreement, service and maintain said system(s), in good working order. The Subscriber shall be responsible for installing any conduit required for the installation of the system and to maintain any telephone lines or attachments thereof excluding leased lines for the proper operation of the system unless otherwise agreed to in writing.

OWNERSHIP OF SYSTEM AND EQUIPMENT. Subscriber acknowledges that the entire system installed in Subscriber's premises, including all components, devices, instrument, apparatus, connections and all other material associated therewith, except telephone company leased lines, is and shall at all times remain the property of Alarmco.

Subscriber agrees not to damage, encumber, or dispose of the system or any part thereof or permit such property to be damaged, encumbered, or taken from the premises above-described, and not to be tampered with or repaired by any but authorized agents of Alarmco. In the event of loss or damage to the system or equipment of Alarmco, for any reason whatsoever, Subscriber agrees to pay Alarmco the value of the system or any part thereof furnished by Alarmco as set forth herein.

REMOVAL OF SYSTEM AND EQUIPMENT. Upon the Agreement, or in the event of default by the Subscriber, Subscriber authorizes Alarmco, its agents and employees to enter upon the Subscriber's premises or any other premises where the property of Alarmco may be located in order to remove any and all of the system, including all components, devices, instruments, appliances, connections, and all other materials associated therewith. The wiring installed on the Subscriber's premises by Alarmco as part of the system may, as Alarmco shall have the discretion to determine, be left on the Subscriber's premises to be disposed of by the Subscriber.

Upon the removal of Alarmco's system and the appurtenant equipment, Alarmco shall not be liable for nor required to effect repairs, painting or redecoration of any portion of Subscriber's premises.

Alarmco's removal of the system and the appurtenant equipment shall constitute neither a breach nor a waiver of Alarmco's right under the terms of this Agreement; nor shall it constitute a waiver of any rights to damage which Alarmco may be entitled by law, nor shall it subject Alarmco to liability of any nature for damage which may be caused to the premises of the Subscriber as a result of the installation or removal of the system and the appurtenant equipment.

DEFAULT. In the event Subscriber shall default in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed upon, the balance of the monies due for the unexpired term or renewal term of this Agreement shall become immediately due and payable at the option of Alarmco. In addition, Subscriber agrees to pay Alarmco any and all other sums which Alarmco may be entitled under law by virtue of said default. Termination of service or removal of the system or the appurtenant equipment in accordance with this Agreement shall not be considered to constitute a breach of this Agreement or a waiver to any such damages. In the event Subscriber shall be delinquent in the payment of the monthly service or installation charges, Subscriber agrees to pay Alarmco a late charge of two percent (2%) per month from the date of delinquency on the unpaid balance.

SUSPENSION OR CANCELLATION OF SERVICE. This Agreement may be suspended or cancelled without notice and without liability or penalty, at the option of Alarmco, in the event of any of the following: (1) Alarmco's central station connection wires or other equipment are destroyed by fire, or other catastrophe or by any other means, or are so substantially damaged that it is impractical to continue service, or (2) Alarmco is unable to either secure or retain the connections or privileges necessary for the transmission of signals between the Subscriber's premises and Alarmco's central station or between the central station and the public police or fire department for any reason whatsoever.

TERM AND PAYMENT. The Subscriber hereby agrees to pay to Alarmco, its agents or assigns, for the labor of installation of said system and equipment and the service and maintenance thereof, the sum of \$ 10,355.00 upon the execution of this Agreement; the sum of \$ 10,355.00 upon the completion of installation; and the sum of \$ 135.00 per month on or before the 1st or 15th day of each month, in advance, for a period of FIVE (5) YEARS from the date of this Agreement. (SERVICE)

This Agreement shall be automatically renewable for periods of one (1) year each, the first of such renewable periods to commence on the date of expiration of this Agreement unless either party shall notify the other, in writing, of its intention to terminate the Agreement, not less than thirty (30) days prior to the expiration of the original term or of any renewal period.

All charges set forth herein are based upon existing federal, state, and local taxes and utility charges, including, but not limited to, telephone company leased line charges. Alarmco shall have the right, at any time, to increase the monthly charges provided herein to reflect any and all additional taxes, fees, or charges which may hereafter be imposed by any utility or governmental agency relating to the installation, service or maintenance provided under the terms of this Agreement, and Subscriber agrees to pay the same.

Notwithstanding the terms and conditions herein stated, after the expiration of one (1) year from the date of completion of installation, Alarmco may, at any time within fifteen (15) days advance written notice to the Subscriber, increase or decrease the monthly service charge. In the event the Subscriber shall be unwilling to pay the increased monthly charge, the Subscriber may terminate this Agreement upon giving written notice to Alarmco within fifteen (15) days from receipt of Alarmco's notice, provided Subscriber shall not be in default of any of the terms and conditions of this Agreement. Failure to notify Alarmco within the terms of this provision will be deemed to constitute Subscriber's consent to the change in monthly service charge and all other terms and conditions of this Agreement shall remain in full force and effect.

INSTALLATION. Subscriber hereby authorizes and empowers Alarmco, its agents or assigns, to enter upon the premises of Subscriber to install or cause to be installed the system specified herein, including all connections necessary to transmit the necessary signals from the premises of the Subscriber.

Alarmco shall install the necessary systems and equipment within a reasonable period of time from the date of this Agreement unless otherwise prevented by acts of the Subscriber, fire, acts of God, strikes, riots, civil disturbances, invasions, wars, unavailability of material, or other uncontrollable circumstances.

Alarmco is hereby authorized to make any preparations such as drilling holes, driving nails, making attachments or doing any other thing or things necessary or pertinent to the installation and maintenance of the electrical equipment apparatus necessary to perform the functions requested by the Subscriber, and Alarmco shall not be responsible for any conditions created thereby during the installation, maintenance or removal of the equipment, and further, Alarmco shall not be responsible for the condition of the premises upon the removal of the equipment and Subscriber warrants that it has full authority from the owner and/or any other person in control of the premises to permit the installation of the equipment under all conditions herein above mentioned.

Errors or omissions in the installation of the system, including, but not limited to the failure to wire points of protection, must be called to the attention of Alarmco by the Subscriber, in writing, within fifteen (15) days of the completion of the installation. Upon the expiration of said fifteen (15) day period, the installation and the protection provided thereby shall be deemed accepted by the Subscriber as being in full and complete compliance with the description of the system herein set forth.

SUBSCRIBER: NAME OF SIGNER
 X Cheryl Hug-English, MD, MPH Dean, UNSOM
 PRINT YOUR NAME TITLE
 DATE 11/29/10
 AUTHORIZED SIGNATURE SS#

ALARMCO, INC., A Nevada Corporation
 CRAIG SMITH
 SALESMAN
 DATE
 OFFICER OF ALARMCO, INC. SIGNATURE
 Cell # 439-5222

THIRD LEASE EXTENSION AND MODIFICATION AGREEMENT

This Third Lease Extension and Modification Agreement (hereinafter "Third Lease Extension") is entered into as of the 10th day of February 2014, by and between WOODBURY MEDICAL CENTER L.L.C., a Utah limited liability company (hereinafter "Landlord"), and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) (formerly The Board of Regents of the University and Community College System of Nevada) for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSOM), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS) AND NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER (hereinafter "Tenant").

RECITALS

WHEREAS, Woodbury Medical Center, a Utah General partnership (hereinafter "Woodbury"), and Tenant entered into that certain Lease dated January 3, 2005 (hereinafter the "Lease"), pursuant to which Woodbury leased to Tenant that certain premises designated as Spaces A-210, B-130, B-230 and C-220, consisting of approximately 30,429 square feet of gross rentable area, located in the Woodbury Medical Center at 4000 East Charleston, Las Vegas, Nevada (hereinafter "Leased Premises");

WHEREAS, Dedicated Assets L.C., a Utah limited liability company (hereinafter "Dedicated"), acquired all of Woodbury's right, title and interest in the Lease;

WHEREAS, on or about February 1, 2010, Dedicated and Tenant entered into a Lease Extension and Modification Agreement whereby the Rental Term of the Lease was extended for an additional one (1) year period ending January 31, 2011;

WHEREAS, on or about March 8, 2011, Dedicated and Tenant entered into a Second Lease Extension and Modification Agreement whereby the Rental Term of the Lease was extended for an additional three (3) year period, ending January 31, 2014;

WHEREAS, on or about June 19, 2012, Dedicated assigned all of its right, title, and interest in the Lease to Landlord; and



WHEREAS, Landlord and Tenant desire to extend the Rental Term of the Lease for an additional five (5) year period, ending January 31, 2019.

AGREEMENT

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, Landlord and Tenant hereby agree to the following terms and conditions:

1. The Rental Term shall be extended for an additional five (5) year period commencing February 1, 2014, and ending January 31, 2019 (hereinafter "Third Extension Term").

2. Base Monthly Rent during the Third Extension Term shall be as follows:

No Base Monthly Rent shall be due for the months of February and March 2014. Commencing April 1, 2014 and continuing through January 31, 2015, Base Monthly Rent shall be Forty-Five Thousand Six Hundred Forty-Four and 00/100 Dollars (\$45,644.00).

3. Escalations in Base Monthly Rent during the Third Extension Term shall occur as follows:

| <u>Escalation Date</u> | <u>Base Monthly Rent</u> |
|------------------------|--------------------------|
| February 1, 2015 | \$46,785.00 |
| February 1, 2016 | \$47,954.00 |
| February 1, 2017 | \$49,153.00 |
| February 1, 2018 | \$50,382.00 |

4. Notwithstanding anything to the contrary contained in the Lease and any amendments or extensions thereto, Landlord shall pay Tenant's Share of Operating Expenses (CAM) during the Third Extension Term.

5. Tenant shall continue to pay Landlord for all sub-metered electricity consumed by Tenant at the Leased Premises.

6. Landlord shall upgrade the existing security camera mounting system serving the exterior of the Leased Premises and install an HVAC unit to service the pharmacy located within the Leased Premises.

7. Except as specifically modified, altered, or changed by this Third Lease Extension; the Lease and any amendments or extensions shall remain unchanged and in full force and effect throughout the Third Extension Term. Capitalized terms used in this Third Lease Extension that are not defined herein shall have the meanings ascribed to them in the Lease.

[Signature Pages to Follow]

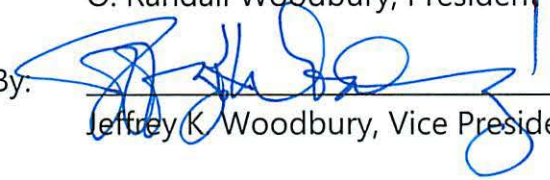


IN WITNESS THEREOF, the parties hereto have executed this Third Lease Extension as of the date and year first above written.


LANDLORD: WOODBURY MEDICAL CENTER L.L.C., a Utah limited liability company

By: **WOODBURY CORPORATION, a Utah corporation, Its Manager**


By: 
O. Randall Woodbury, President

By: 
Jeffrey K. Woodbury, Vice President

TENANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) (formerly The Board of Regents of the University and Community College system of Nevada, for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSOM), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS) AND NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER

By:  1-14-14
Marc A. Johnson, President
University of Nevada, Reno

By: 
Daniel J. Klaich, Chancellor
NSHE

By: 
Thomas L. Schwenk, MD
Vice President Division of Health Sciences
Dean, UNSOM



ACKNOWLEDGMENT OF LANDLORD

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 10th day of February 2014, before me personally appeared O RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice President of WOODBURY CORPORATION, a Utah corporation, Manager of Woodbury Medical Center L.L.C., the company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument pursuant to its Articles of Organization and/or Operating Agreement.



Angela Dennis
Notary Public

Handwritten initials in blue ink, possibly 'AD' or similar, located in the bottom right corner of the page.

ACKNOWLEDGMENT OF TENANT

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On this 17 day January 2014, before me personally appeared MARC A. JOHNSON, to me personally known to be the President of THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) (formerly The Board of Regents of the University and Community College system of Nevada, for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSON), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS) AND NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER



Jodi Fraser

Notary Public

Handwritten initials

ACKNOWLEDGMENT OF TENANT

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On this 23rd day January 2014, before me personally appeared DANIEL J. KLAICH, to me personally known to be the Chancellor of THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) (formerly The Board of Regents of the University and Community College system of Nevada, for the benefit of THE UNIVERSITY OF NEVADA RENO (UNR), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE (UNSON), THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC. (ICS) AND NEVADA FAMILY PRACTICE RESIDENCY PROGRAM, INC. (NFPRP), d/b/a MOJAVE COUNSELING CENTER



Daniette E. Williams
Notary Public

(Handwritten initials)

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into as of 1st day of July, 2017 ("Effective Date"), by and between Woodbury Medical Center L.L.C., a Utah limited liability company, ("Landlord") and The Board of Regents of the Nevada System of Higher Education (NSHE) (formerly The Board of Regents of the University and Community College System of Nevada) for the benefit of The University of Nevada Reno (UNR), The University of Nevada School of Medicine (UNSOM), The University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) and Nevada Family Practice Residency Program, Inc., (NFPRP), d/b/a/ Mojave Counseling Center ("Tenant") and amends the Lease Agreement between Landlord and Tenant dated January 3, 2005, as amended by the Lease Assignment dated June 11, 2007, Lease Extension and Modification Agreement dated February 1, 2010, the Second Lease Extension and Modification Agreement dated March 8, 2011, Assignment and Assumption of Leases dated June 19, 2012, Third Lease Extension and Modification Agreement dated February 10, 2014 (collectively the "Lease") pursuant to which Tenant leased from Landlord 30,429 square feet ("sf") in space known as Suites A-210, B-130, B-230, and C-220 consisting of A-210 (7,733 sf), B-130 (7,288 sf), B-230 (7,675 sf), C-220 (7,733 sf) (the "Premises") in that certain building located at 4000 E. Charleston Blvd., Las Vegas, Nevada ("Building").

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Tenant Name/Entity Change.

Commencing on the Effective Date, the Tenant shall be amended as follows: "Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, School of Medicine."

2. Tenants Notice Address.

Commencing on the Effective Date, any notice, election, demand, consent, approval or other communication to be given to Tenant or Landlord or other document to be delivered to Tenant or Landlord shall be to the following addresses in accordance with Section 1.01 (E) and Section 16.01 of the Lease:

University of Nevada, Las Vegas, School of Medicine
Office of the Dean
4505 S. Maryland Parkway, Box 453070
Las Vegas, NV 89154-3070

With copy to:

University of Nevada, Las Vegas
Real Estate Department
4505 S. Maryland Parkway, Box 451027
Las Vegas, Nevada 89154-1027

And with a copy to:

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

Landlord's Notice Address.

Woodbury Medical Center L.L.C.
c/o Woodbury Corporation
Attn: Lease Administration
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

With a copy to:

Woodbury Medical Center L.L.C.
c/o Woodbury Corporation
Attn: Legal Department
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

3. Section 10.01 Paragraph 2 of the Lease shall be amended as follows: Landlord provides Tenant with a digital security camera system to monitor the Premises, the controls of which are located within Tenant's Premises. Landlord acknowledges the Tenant operates its own police department and security services and that Tenant's police officers and security personnel may periodically patrol the Premises and shall at all times have access to Premises to conduct investigations and other official duties.
4. Section 11.01 **LIABILITY INSURANCE AND INDEMNITY** shall be amended as follows:
Lessee's Insurance: LESSEE, at its expense, will maintain the following insurance coverage during the initial and any extended terms of this Lease: (i) Workers compensation in accordance with Nevada law; (ii) LESSEE is self-insured for liability insurance in accordance with the provisions of NRS Chapter 41; (iii) LESSEE shall maintain property insurance to cover their exposures;
5. Section 11.03 of the Lease shall be deleted in its entirety.
6. **Fiscal Fund-Out Termination.** Notwithstanding any other provision, term or condition of this Lease, LESSOR, pursuant to Nevada Revised Statute 354.626, and LESSEE, pursuant to Article 9, Section 3 of the Nevada Constitution, may terminate this Lease in the event any funding authority fails to appropriate funds to enable the obligations of this Lease to be fulfilled. Such termination shall be effective thirty (30) days after receipt of written notice from a party to terminate pursuant to this paragraph 6. Neither party shall be considered



in default of any provision, term or condition of the Lease by terminating pursuant to this paragraph 6.

7. All capitalized terms used in this Amendment and not otherwise defined shall have the same meaning as the defined terms set forth in the Lease.
8. Except as modified by this Amendment, the Lease shall remain in full force and affect. As amended hereby, the Lease is hereby ratified and confirmed in its entirety. This Amendment and the Lease embodies the entire agreement between the parties relating to the subject matter contained herein.
9. The parties hereto may execute this Amendment simultaneously, in any number of counterparts, or in facsimile copies, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.
10. The parties agree no commission earned in connection with the execution of this Amendment. Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for and compensation, commissions or charges claimed by any other broker or agent utilized by the indemnitor with respect to this Amendment or the negotiation hereof.
11. Landlord's liability hereunder shall be limited solely to Landlord's interest in the Building.
12. In the event that Landlord commences any summary proceedings or action for non-payment of Base Monthly Rent, Additional Rent or other charges provided for in this Lease, Tenant shall not interpose any non-compulsory counterclaim of any nature or description in any such proceeding or action.
13. For purposes of compliance with Executive Order 13224 and related regulations, Landlord and Tenant each represent and warrant that:
 - (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction ("SDN") pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("OFAC");
 - (ii) it is not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and
 - (iii) it is not in violation of Presidential Executive order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or an regulations promulgated pursuant thereto.

Landlord agrees to defend, indemnify, and hold harmless Tenant from and against any and all claims, damages, losses, risks, liabilities and expenses (not including attorney's fees and costs) arising from or related to any breach of the foregoing certification. Should Landlord, during the Rental Term of this Lease, be designated an SDN, Tenant may, at its sole option, terminate this Lease.

To the extent permitted by Nevada Revised Statute Section 41, Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (not including attorney's fees and costs) arising from or related to any breach of the foregoing certification. Should Tenant, during the Rental Term of this Lease, be designated an SDN, Landlord may, at its sole option, terminate this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

[Signatures on Following Page]

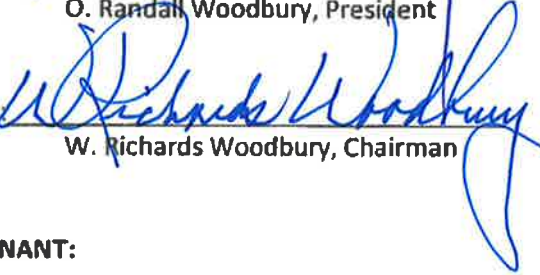


LANDLORD:

**WOODBURY MEDICAL CENTER L.L.C., a Utah
Limited liability company**

By: **WOODBURY CORPORATION,
a Nevada corporation, its Manager**


By: 
O. Randall Woodbury, President

By: 
W. Richards Woodbury, Chairman

TENANT:

**Board of Regents of the Nevada System of Higher Education,
on behalf of the University of Nevada, Las Vegas, School of Medicine**

RECOMMENDED:

By: 
Barbara Atkinson
Planning Dean
University of Nevada, Las Vegas, Medical School


4/27/16
Date

RECOMMENDED:

By: 
Len Jessup
President
University of Nevada, Las Vegas

5-5-17
Date

APPROVED:

By: 
John V. White
Chancellor
Nevada System of Higher Education

5/15/17
Date

APPROVED AS TO LEGAL FORM:

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

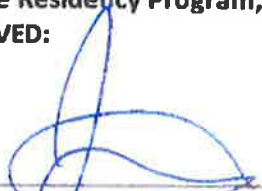
Apr 21, 2017
Date

CONSENT OF THE CURRENT TENANT

The undersigned Tenant does hereby consent to the terms of the above Amendment:

The Board of Regents of the Nevada System of Higher Education (NSHE) (formerly The Board of Regents of the University and Community College System of Nevada) for the benefit of The University of Nevada Reno (UNR), The University of Nevada School of Medicine (UNSOM), The University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) and Nevada Family Practice Residency Program, Inc., (NFPRP), d/b/a/ Mojave Counseling Center

APPROVED:

By:  5/15/17
John V. White
Chancellor
Nevada System of Higher Education

