

## **BOARD OF REGENTS BRIEFING PAPER**

**1. AGENDA ITEM TITLE:** Second Amended and Restated Cooperative Agreement between UNR School of Medicine and UNLV School of Medicine

**MEETING DATE:** February 28 - March 1, 2019

**2. BACKGROUND & POLICY CONTEXT OF ISSUE:**

**Background Information**

Title 4, Chapter 10, Section 1(9), Table 9.1 of the Board of Regents *Handbook* defines a long-term lease agreement as one that is for a period of greater than 5 years or alternatively, where the value is over \$500,000 in total lease payments. The Second Amended and Restated Cooperative Agreement (the “**Second Amended Agreement**”) between University of Nevada, Reno School of Medicine (the “**UNR Med**”) and University of Nevada, Las Vegas, School of Medicine (the “**UNLV SOM**”) meets the criteria.

The lease term (the “**Term**”) of the Second Amended Agreement will begin March 15, 2019 and terminate as of August 31, 2023. There is also the option to extend the Term an additional five-year period (the “**Extension Option**”) based on mutual agreement between UNR Med and UNLV SOM. The Second Amended Agreement is incorporated hereto as “**Attachment A**.” Based on the addition of rentable square footage (“**RSF**”), UNLV SOM will occupy a total of 48,761 RSF of the premises located at 1701 W. Charleston (the “**Premises**”) and UNR Med will remain responsible for 9,216 RSF which they are in the process of subleasing to an outside party.

With Board approval, UNLV SOM entered into a Cooperative Agreement with UNR Med (the “**Original Agreement**”) to occupy 51,452 rentable square feet of administrative office space located at the Premises. The Cooperative Agreement is incorporated hereto as “**Attachment B**.” The term of the Original Agreement began July 1, 2017 and expired as of December 31, 2017; however, UNR Med and UNLV SOM agreed to enter into a short-term amendment (the “**First Amended Agreement**”) that extended the term through March 31, 2018. The First Amended Agreement is incorporated hereto as “**Attachment C**.”

With Board approval, UNLV SOM and UNR Med then entered into a Restated and Amended Cooperative Agreement (the “**Restated and Amended Agreement**”) which took effect April 1, 2018. At that time, UNLV SOM reduced the RSF occupied from 51,452 RSF to 37,228 RSF, consisting of Suites 110, 160, 230, 250, 270, 290, 400 and 590. The Restated and Amended Agreement is incorporated hereto as “**Attachment D**”. Collectively, the Original Agreement, First Amended Agreement, Restated and Amended Agreement, and Second Amended Agreement are referred to herein as (the “**Entire Agreement**”).

UNLV SOM has determined that there is a need for additional classroom and office space for faculty and staff and as of December 2018, UNLV SOM and UNLV Medicine staff have sustained a combined growth of 1,100 employees. Additionally, UNR Med’s Southern Nevada staff has decreased to a minimal level; therefore, the amount of space previously occupied at the Premises is no longer required. For these reasons, UNLV SOM and UNR Med have determined it would be in the best interest of both parties for UNR Med to relocate to 7310 Smoke Ranch Road, Suite Q (the “**Secondary Premises**”), which is currently occupied by UNLV SOM and consists of 1,614 RSF. UNLV SOM would vacate the Secondary Premises entirely and relocate staff to the Premises. Consequently, UNR Med will become the sole occupant and responsible for the existing lease agreement for the Secondary Premises, which expires on June 30, 2020. The lease for the Secondary Premises is incorporated hereto as “**Attachment E**.”

The Premises is strategically located within the City of Las Vegas Medical District and is adjacent to 1707 W. Charleston Boulevard, which is property owned by UNLV and houses the UNLV Medicine multi-specialty clinics. In addition, the Premises is within walking distance from the UNLV Shadow Lane Campus along with the location leased by UNLV SOM at 2040 W. Charleston Boulevard, which is situated on University Medical Center of Southern Nevada campus.

**Fiscal Implications**

Under the terms of the Second Amended Agreement, UNLV SOM will become responsible for the base rent payments of \$19,743.20 for suites 190 and 670 for the first 11 months of the agreement, as well as a pro-rata share of any additional common area maintenance charges for the suites occupied by UNLV SOM.

After the first year of the Term, UNLV SOM will pay all payments as defined in the original lease between UNR Med and

Charleston Holdings Nevada LLC. UNLV SOM will be entitled to a one-month rent abatement throughout the Term, which will take place in December of each year.

Total Lease costs for Second Amended Agreement are estimated to be \$1,155,218.21. Below is a summary of these costs, the total due should Extension Option be exercised, and the overall cost of the Entire Agreement.

Base Rent for Original Term (Includes Annual Increases)	\$1,233,189.69
Less Rent Abatement	(\$ 114,832.79)
Common Area Maintenance Estimate (Assumes 3% Annual Increase)	\$ 36,861.31
<b>Total Estimated Original Term Lease Cost</b>	<b>\$1,155,218.21</b>

Should UNR Med and UNLV SOM agree to exercise the Extension Option, below is a summary of these possible future costs.

Base Rent Extension Option Five Year Period (Includes Annual Increases)	\$1,629,778.98
Common Area Maintenance Estimate for Extension Option (Assumes 3% Annual Increase)	\$ 48,435.85
<b>Total Estimated Extension Option Lease Cost</b>	<b>\$1,678,214.83</b>

Total overall cost for the Second Amended Agreement Term and Extension Option for the Premises equates to **\$2,833,433.04**.

Overall costs for the Entire Agreement lease term are summarized below:

Base Rent for Entire Agreement through August 31, 2023	\$6,346,162.42
Less Overall Rent Abatement	(\$464,100.09)
Common Area Maintenance Estimate for Entire Agreement term (Assumes 3% Annual Increase)	\$56,150.44
<b>Total Estimated Lease Cost for Entire Agreement through August 31, 2023</b>	<b>\$5,938,212.77</b>

UNR Med is currently paying \$256,953 annually for the 11,533 RSF of space being leased at the Premises and will save approximately \$1,1752,253 over the remainder of the lease term should it relocate to the Secondary Premises. Lease Costs due for Secondary Premises that will be paid by UNR Med is provided below.

Base Rent for Secondary Premises (Includes Annual Increases)	\$26,388.90
Common Area Maintenance Estimate for Extension Option (Assumes 3% Annual Increase)	\$7,263.00
<b>Total Estimated Secondary Premises Lease Cost through June 30, 202</b>	<b>\$33,651.90</b>

### 3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV Acting President Marta Meana requests Board approval of the Second Amended Agreement, in addition to UNLV SOM and UNR Med exchanging occupancy between the Premises and Secondary Premises. President Meana further requests that the Chancellor be granted authority to execute any additional amendments or ancillary documents deemed necessary and appropriate by the NSHE Chief General Counsel to implement all terms and conditions associated with the Entire Agreement and Secondary Premises.

**4. IMPETUS (WHY NOW?):**

UNLV SOM has a need for additional office and classroom space strategically located within the LVMD. UNR Med only has a limited number of employees remaining in Southern Nevada and their need for the space at the Premises has diminished; thus, it would be fiscally responsible for UNLV SOM to take occupancy of the Premises and UNR Med to relocate to the Secondary 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 21<sup>st</sup> 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**

- Allowing UNLV SOM to expand their presence in the LVMD will provide the opportunity to increase program growth, overall student enrollment, as well as accommodate additional faculty and staff.
- Providing quality facilities creates an environment that attracts exceptional faculty and staff which leads to high quality student educational opportunities.
- Additional facilities will allow UNLV SOM to accommodate the educational needs of students from all demographics and creates an opportunity for greater participation in higher education.
- High quality medical and health care professionals are in great demand therefore allowing increased occupancy at the Premises will provide needed facilities to support the growth of medical programs in Southern Nevada that will educate a greater number of health care professionals.
- Providing desirable facilities assists in attracting accomplished researchers, faculty, and students therefore creating a robust research and educational environment.

**6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:**

- UNLV SOM can consolidate more space in a single building, creating a more efficient use of space for a greater number of faculty and staff
- UNR Med no longer needs a large footprint of space in Las Vegas and can use the Secondary Premises for their remaining Las Vegas operations
- UNR Med will decrease its occupancy by 11,533 RSF to 1,614 RSF which decreases its lease payment obligations by \$19,888.34 per month for the first year.

**7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

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

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

- The Board does not approve the Second Amended Agreement
- Continue to have UNLV SOM operations occupying space both at the Premises and Secondary Premises

**9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:****10. COMPLIANCE WITH BOARD POLICY:**

X 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 X

Explain: UNLV SOM would incur \$1,155,218.21 under the terms of the Second Amended Agreement and if the Extension Option is exercised, the total cost would be \$2,833,433.04 over the remaining lease term. Overall costs for the term of the Entire Agreement totals \$5,938,212.77. Lease payments for the Premises will be funded by UNLV SOM. Payments for the Secondary Premises totaling \$33,651.90 will be funded by UNR Med.

## ATTACHMENT "A"

### SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT

This Second Amended and Restated Cooperative Agreement (the "Agreement") between the University of Nevada, Reno School of Medicine ("UNR Med"), and the University of Nevada, Las Vegas, School of Medicine ("UNLV SOM"), both entities within the Nevada System of Higher Education ("NSHE"), is made and entered into as of March 15, 2019 for the purposes of assigning certain rights and obligations regarding 1701 W. Charleston Blvd., Las Vegas, Nevada (the "Charleston Premises") from UNR Med to UNLV SOM and assigning certain rights and obligations regarding 7310 Smoke Ranch Road, Suite Q, Las Vegas, Nevada ("Smoke Ranch Premises") from UNLV SOM to UNR Med.

WHEREAS, UNR Med is currently responsible as the Lessee under that certain Lease dated December 18, 2014 by and between Charleston Holdings Nevada, LLC and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine (the "Charleston Lease");

WHEREAS, UNLV SOM is currently responsible as the Lessee under that certain Lease dated July 1, 2017 by and between Brookhollow Business Park LLC and Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, School of Medicine (the "Smoke Ranch Lease");

WHEREAS, UNR Med and UNLV SOM are currently parties to a Cooperative Agreement, effective July 1, 2017, subject to Amendment #1 (effective January 1, 2018), as amended by the Amended and Restated Cooperative Agreement dated April 1, 2018, which provides for UNLV SOM to use and occupy, for the purpose of office space, teaching space, department administration and other uses related to the operation and administration of UNLV SOM, 37,228 rentable square feet (sf) of space, consisting of Suites 110<sup>1</sup>, 160<sup>2</sup>, 230, 250, 270, 290, 400, and 590 at the Charleston Premises through August 31, 2023.

WHEREAS, UNLV SOM desires to use, occupy, and bear responsibility for suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 (totaling 47,900 rentable square feet) at the Charleston Premises through the full term of the Charleston Lease (August 31, 2023);

WHEREAS, UNR Med desires to continue to use, occupy, and bear responsibility for suite 130, (totaling 10,077 rentable square feet) at the Charleston Premises, without limitation of UNR Med's ability to sublease these suites; and

WHEREAS, UNR Med desires to use, occupy, and bear responsibility for the leased premises at 7310 Smoke Ranch Road, Suite Q Las Vegas, NV (totaling 1,614 rentable square feet) at "Smoke Ranch Premises" through the full term of the Lease June 30, 2020.

WHEREAS, UNR Med desires to assign and UNLV SOM desires to accept assignment of use, occupancy, and responsibility for suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 at the Charleston Premises.

WHEREAS, UNLV School of Medicine desires to assign and UNR Med desires to accept assignment of use, occupancy, and responsibility for Suite Q at Smoke Ranch Premises.

**NOW THEREFORE**, in consideration hereof, the parties hereto agree as follows:

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1 Suite 110, totaling 2,916 rentable square feet, is also referred to as Suite 100.

2 Suite 160, totaling 861 rentable square feet, was previously part of Suite 190.

## **1. Incorporation of Leases**

The Lease for the Charleston Premises dated December 18, 2014 by and between Charleston Holdings Nevada, LLC and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, School of Medicine (the "Charleston Lease") is hereby incorporated by reference into this Agreement. UNR Med, UNLV SOM and NSHE intend to comply with and follow the terms and conditions of the Charleston Lease.

UNLV SOM agrees to abide by the terms and conditions of the Charleston Lease with respect to its use and occupancy of Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 at the Charleston Premises.

The Lease for the Smoke Ranch Premises dated July 1, 2017 by and between Brookhollow Business Park LLC, and Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, School of Medicine (the "Smoke Ranch Lease") is hereby incorporated by reference into this Agreement. UNR Med, UNLV SOM and NSHE intend to comply with and follow the terms and conditions of the Smoke Ranch Lease.

UNR Med agrees to abide by the terms and conditions of the Smoke Ranch Lease with respect to its use and occupancy of Suite Q at the Smoke Ranch Premises.

## **2. Notice to Landlord**

Under the terms of the Charleston Lease, Charleston Holdings Nevada, LLC is not required to consent to a transfer of use, occupancy, and responsibility of the Charleston Lease, or portions thereof, by and between NSHE institutions. This notwithstanding, UNR Med and UNLV SOM will jointly notify Charleston Holdings Nevada, LLC that UNLV SOM will to use, occupy, and bear responsibility for Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 at the Premises beginning on March 15, 2019 through the expiration of the Charleston Lease.

Under the terms of the Smoke Ranch Lease, Brookhollow Business Park is not required to consent to a transfer of use, occupancy, and responsibility of the Smoke Ranch Lease, or portions thereof, by and between NSHE institutions. This notwithstanding, UNR Med and UNLV SOM will jointly notify Brookhollow Business Park that UNR Med will use, occupy, and bear responsibility for Suite Q at the Smoke Ranch Premises beginning on March 15, 2019 through the expiration of the Smoke Ranch Lease.

## **3. Term**

The term of this Agreement shall be from April 1, 2019 through August 31, 2023.

## **4. Suites subject to Agreement**

Pursuant to this Agreement UNLV SOM shall use, occupy, and bear responsibility, including financial responsibility, for Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 at the Charleston Premises.

Suite 130 at the Charleston Premises, will remain the responsibility of UNR Med, without

limitation of UNR Med's ability to sublease suite 130.

UNLV SOM is entitled to access one hundred twenty five (125) unreserved and twenty-five (25) reserved parking spots on the Charleston Premises without additional cost pursuant to Section 1.2(b) of the Lease. UNLV SOM may seek to obtain additional parking at the Charleston Premises for an additional costs, directly from Charleston Holdings, LLC, pursuant to Section 1.2(b) of the Charleston Lease

Pursuant to this Agreement UNR Med shall use, occupy, and bear responsibility, including financial responsibility, for Suite Q at the Smoke Ranch Premises. UNR Med is entitled to use and access to parking and services at the Smoke Ranch Premises as set forth in the Smoke Ranch Lease.

## **5. Use of the Premises**

Each party will use the suites they occupy in accordance with the terms and conditions of the respective leases for the Charleston Premises and the Smoke Ranch Premises.

## **6. Rent**

UNLV SOM agrees to pay directly to Charleston Holdings, LLC the rent for Suites 110, 160, 230, 250, 270, 290, 400, and 590 on a monthly basis pursuant to the terms and conditions of the Charleston Lease. Payment is due no later than the fifth calendar day of each month and UNR Med is not required to issue an invoice for payment, notice UNLV SOM of the payment, and/or act as an intermediary for payment to Charleston Holdings, LLC. UNLV SOM is responsible for any penalties or late charges related to untimely payment of rent for Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670.

UNLV SOM agrees to pay rent in an amount that is proportionate to the rentable square footage of Suites 110, 160, 230, 250, 270, 290, 400, and 590 (37,228 rentable square feet) to the total rentable square footage under the Charleston Lease (57,977 rentable square feet). The amount of the rent payable by UNLV SOM will be calculated by multiplying the rentable square footage of Suites 110, 160, 230, 250, 270, 290, 400, and 590 (37,228 rentable square feet) by the then current amount of rentable square footage rental rate under the Lease for each calendar month. UNLV SOM will not be required to pay base rent for those months for which base rent has been abated under Section 54(a) of the Charleston Lease.

UNLV SOM agrees to pay directly to Charleston Holdings, LLC rent of Nineteen Thousand Seven Hundred Forty Three and 20/100 for the first 11 months of this Second Amended and Restated Agreement for Suites 190 and 670 UNLV SOM will not be required to pay any base rent for those months for which base rent has been abated under Section 54(1) of the Charleston Lease. After the initial twelve months of this Second Amended and Restated Agreement UNLV SOM will pay rent for suites 190 and 670 and its proportionate rentable square footage (11,533 rentable square feet) as defined in the lease. UNR SOM will be responsible for any additional Rent or Base Rents due for Suites 190 and 670 prior to UNLV SOM's possession of the suites.

UNLV SOM agrees that it is responsible for any additional charges which relate specifically to suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670. UNR Med agrees that it is responsible for any additional charges which relate specifically to suite 130. In the event that there are any additional charges under the Lease other than base rent for dates after \_\_\_\_\_, 2019 which apply to the entire Lease, those charges will be paid by UNLV SOM in an amount that is proportionate to the rentable square footage of Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 to the

total rentable square footage under the Lease (82,6%). In the event that there are any credits under the Charleston Lease for dates after March 15, 2019, other than abatement of base rent, those credits will be provided to UNLV SOM in an amount that is proportionate to the rentable square footage of Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 to the total rentable square footage under the Charleston Lease (82.6%).

UNR Med agrees to pay directly to Brookhollow Business Park the rent for Suite Q on a monthly basis pursuant to the terms and conditions of the Smoke Ranch Premises Lease. Payment is due no later than the fifth calendar day of each month and UNLV is not required to issue an invoice for payment, notice UNR Med of the payment, and/or act as an intermediary for payment to Brookhollow Business Park. UNR Med is responsible for any penalties or late charges related to untimely payment of rent for Suite Q.

UNR Med agrees that it is responsible for any additional charges which relate specifically to Suite Q. In the event that there are any additional charges under the Smoke Ranch Lease other than base rent for dates after March 15, 2019 which apply to the entire Smoke Ranch Lease. In the event that there are any credits under the Smoke Ranch Lease for dates after March 15, 2019, other than abatement of base rent, those credits will be provided to UNR Med. UNR Med will be responsible for paying Fixed Monthly Expenses of \$484.20 per Section 3 of the Addendum to the Smoke Ranch Lease

## **7. Utilities**

**7.1** UNLV SOM understands that Charleston Holdings, LLC shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or florescent tubes and ballasts for standard overhead fixtures. Charleston Holdings, LLC shall also provide janitorial services to the Charleston Premises and common areas five (5) times per week, excluding building holidays, or pursuant to the janitorial schedule, if any. Charleston Holdings shall not, however, be required to provide janitorial services for storage areas included within the Charleston Premises.

**7.2** UNLV SOM further understands that they are responsible for and will pay for any telephone, data communications and alarm system installed in Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670. UNLV SOM also shall pay for additional utilities and services in excess of those provided by Charleston Holdings, LLC pursuant to Paragraph 7.1.

**7.3** UNR Med understands that they are responsible for and will pay for all separately metered utilities and is responsible for all maintenance and equipment within Suite Q including but not limited to gas, electricity, telephone, data communications and alarm system installed in Suite Q. UNR Med shall pay for additional utilities and services in excess of those provided by Brookhollow Business Park pursuant to Section 8 of the Smoke Ranch Lease.

## **8. Condition of Premises**

UNLV SOM has examined the Charleston Premises prior to the execution hereof, knows the condition thereof, and acknowledges that UNLV SOM has received the Charleston Premises in good order and condition, and that no representation or warranty as to the condition or repair of the Charleston Premises has been made by UNR Med. At the expiration of the term of the Charleston Lease UNLV SOM will yield up peaceably Suites 110, 190, 160, 230, 250, 270, 290, 400, 590, and 670 to Charleston Holdings Nevada, LLC in as good order and condition as when the same were entered upon by UNLV SOM, loss by fire or

inevitable accident, damage by the elements, and reasonable use and wear excepted.

UNR Med has examined the Smoke Ranch Premises prior to the execution hereof, knows the condition thereof, and acknowledges that UNR Med has received the Smoke Ranch Premises in good order and condition, and that no representation or warranty as to the condition or repair of the Smoke Ranch Premises has been made by UNLV SOM. At the expiration of the term of the Smoke Ranch Lease UNR Med will yield up peaceably Suite Q to Brookhollow Business Park, LLC in as good order and condition as when the same were entered upon by UNR Med, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

## **9. Alterations and Improvements**

UNLV SOM shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about in Suites 110, 190, 160, 230, 250, 270, 290, 400, 590, and 670 except as permitted by the Charleston Lease.

UNR Med shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about in Suite Q except as permitted by the Smoke Ranch Lease.

## **10. Compliance**

The parties are required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA, and other relevant state and federal standards, codes and regulations that may apply. UNLV SOM shall be responsible for all handling, costs, removal and/or disposal of any and all hazardous materials, including, but not limited to, human tissue of any kind, chemicals and/or other materials UNLV SOM uses and/or brings onto the Charleston Premises.

## **11. Notice**

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party.

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Notices shall be sent to UNLV SOM as follows:

Vice President for Finance and Business  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway  
Box 451004  
Las Vegas, Nevada 89154-1004

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

Director of Real Estate  
University of Nevada, Las Vegas



4505 S. Maryland Parkway  
Box 451018  
Las Vegas, NV 89154-1018

Notice shall be sent to UNR Med as follows:

Senior Associate Dean of Legal Affairs  
Mail Stop 1332  
University of Nevada, Reno  
Reno, Nevada 89557-1332

Director of Real Estate  
Mail Stop 0239  
University of Nevada, Reno  
Reno, Nevada 89557-0239

All such notices shall be effective when deposited in the United States Mail, postage prepaid.

## **12. Indemnity**

Subject to the limitations set forth in NRS 41.0305, et. seq., UNLV SOM will indemnify and defend UNR Med and its officers, employees and agents from and against any and all liabilities, claims (including claims for breach of the Lease), losses, costs, injuries to person or property, lawsuits, judgments, settlements, costs, and/or attorney's fees related to and/or arising from UNLV SOM's occupancy and use of Suites 110, 190, 160, 230, 250, 270, 290, 400, 590 and 670 at the Premises.

Subject to the limitations set forth in NRS 41.0305, et. seq., UNR Med will indemnify and defend UNLV SOM and its officers, employees and agents from and against any and all liabilities, claims (including claims for breach of the Lease), losses, costs, injuries to person or property, lawsuits, judgments, settlements, costs, and/or attorney's fees related to and/or arising from UNR Med's occupancy and use of Suites 130 at the Premises.

## **13. Option to Renew/ Options under Lease**

Exercising Options available under the Lease, including the Option to Renew, requires the mutual agreement of UNR Med, UNLV SOM and NSHE.

## **14. Applicable Law**

This Agreement shall be construed in accordance with the laws of the State of Nevada.

**{SIGNATURE PAGE TO FOLLOW}**

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Barbara Atkinson  
Dean, University of Nevada, Las Vegas School of Medicine

**APPROVED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Marta Meana, President  
University of Nevada, Las Vegas

**UNIVERSITY OF NEVADA, RENO**

**RECOMMENDED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas L. Schwenk, MD  
Dean, University of Nevada, Reno School of Medicine

**APPROVED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Marc A. Johnson, President  
University of Nevada, Reno

**NEVADA SYSTEM OF HIGHER EDUCATION**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Thom Reilly  
Chancellor

## ATTACHMENT "B"

### COOPERATIVE AGREEMENT

This Cooperative Agreement (hereinafter, the Agreement) is made and entered into by and between the University of Nevada, Reno School of Medicine ("UNR Med"), and the University of Nevada, Las Vegas School of Medicine ("UNLV SOM"), both entities within the Nevada System of Higher Education ("NSHE").

#### WITNESSETH

**WHEREAS**, UNLV SOM desires for UNR Med to provide space at 1701 West Charleston Blvd., Las Vegas, Nevada 89102; and

**WHEREAS**, UNR Med Leases space from Charleston Holdings, LLC, a California limited liability company, and is duly qualified and able to render the space as hereinafter described; and

**WHEREAS**, UNR Med desires to provide UNLV SOM with the aforementioned space;

**NOW THEREFORE**, in consideration hereof, the parties hereto agree as follows:

#### **1 Term of Agreement:**

The term of this Agreement shall be six (6) months from July 1, 2017 through December 31, 2017.

#### **2 Premises:**

The premises consist of a total of 51,452 rentable square feet (sf) of space, consisting of Suites 100, 130, 190, 230, 250, 270, 290, 400, 570 at 1701 W Charleston Blvd, Las Vegas, Nevada, as described in Exhibit A, attached hereto and by this reference made a part hereof (hereinafter, "Premises").

#### **3 Use of the Premises:**

UNLV SOM will use and occupy the Premises for the purpose of office space, teaching space, department administration and other uses related to the operation and administration of UNLV SOM. UNLV SOM will not use the Premises for clinical space. Use for any other purpose is prohibited without first obtaining the written consent of UNR Med. UNLV SOM will conform to and comply with all applicable municipal, state, and federal laws in using the Premises, and will not use or suffer to be used the Premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the Premises.

UNLV SOM agrees that it and its employees shall vacate the Premises no later than 11:59 pm pacific standard time on December 31, 2017. UNLV SOM agrees that it will not "hold-over" or otherwise occupy the Premises after December 31, 2017 without the express prior written consent of UNR Med.

#### **4 Rent:**

UNLVSOM agrees to pay to UNR Med \$92,793.68 all-inclusive per month for rent for their respective use. No additional charges for Common Area Maintenance, Operations, Repairs, and/or utilities shall apply. If any month of the agreement term is less than a full calendar month, the rent for such month shall be prorated according to the number of days in that month.

Payment is due no later than the fifth calendar day of each month and UNR Med is not required to issue an invoice for payment. Any payment not received by the fifteenth calendar day of each month will bear interest at the rate of 0.049% per day until paid in full.

#### **5 Utilities:**

5.1 UNLVSOM understands that Charleston Holdings, LLC shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or florescent tubes and ballasts for standard overhead fixtures. Charleston Holdings, LLC shall also provide janitorial services to the Premises and common areas five (5) times per week, excluding building holidays, or pursuant to the janitorial schedule, if any. Charleston Holdings shall not, however, be required to provide janitorial services for storage areas included within the Premises.

5.2 UNLVSOM further understands that they are responsible for and will pay for any telephone, data communications and alarm system installed in the Premises. UNLVSOM also shall pay for additional utilities and services in excess of those provided by Charleston Holdings, LLC pursuant to Paragraph 5.1.

#### **6 Condition of Premises and Repairs:**

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

#### **7 Alterations, Additions and Improvements:**

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

#### **8 UNR Med's Right of Entry:**

UNR Med shall have the right, at any reasonable time, to enter upon the Premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the

Premises, providing such improvements, alterations, and additions are reasonably necessary or convenient to the use to which the Premises are being put at the time, but at no time shall UNR MED be compelled or required to make any improvements, alterations, or additions.

**9 Assignment:**

Neither the Premises nor any interest therein, nor claim there under, shall be assigned or transferred by UNLVSOM unless expressly authorized in writing by the UNR Med. No such assignment or transfer shall relieve the UNLVSOM from its obligations and liabilities under the Agreement.

**10 Compliance:**

General: The parties are required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA, and other relevant state and federal standards, codes and regulations that may apply, including compliance with the terms and conditions of UNR Med 's Master Lease for the 1701 W Charleston Blvd (Exhibit B).

Special Conditions: UNLVSOM shall be responsible for all handling, costs, removal and/or disposal of any and all hazardous materials, including, but not limited to, human tissue of any kind, chemicals and/or other materials UNLVSOM uses and/or brings onto the property. UNLVSOM shall not cause any permanent and/or temporary contamination of any UNR Med property.

**11 Notice:**

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party.

Notices shall be sent to the UNLVSOM as follows:

Senior Vice President for Finance and Business  
University of Nevada, Las Vegas  
Box 451033  
4505 South Maryland Parkway Las Vegas, NV  
89154-1090

Director of Purchasing  
University of Nevada, Las Vegas Box 451033  
4505 South Maryland Parkway Las Vegas,  
NV 89154-1033

Notices shall be sent to UNR Med as follows:

University of Nevada School of Medicine  
Office of Legal Affairs/1332  
Reno, NV 89557-1332

University of Nevada, Reno  
Real Estate/239  
Reno, NV 89557-0239

All such notices shall be effective when deposited in the United States Mail, postage prepaid.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective on the 21 day of April, 2017.

UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED BY:

B : Y

Barbara Atkinson

Date:

4/8/17

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

APPROVED BY:

BY:

Len Jessup

Date:

4-11-17

Len Jessup, President  
University of Nevada, Las Vegas

OK-860  
4/3/17

UNIVERSITY OF NEVADA, RENO

RECOMMENDED BY:

BY:

Thomas L. Schwenk, MD

Date:

4/13/17

Thomas L. Schwenk, MD  
Vice President, Division of Health Sciences  
Dean, School of Medicine

APPROVED BY:

B : Y

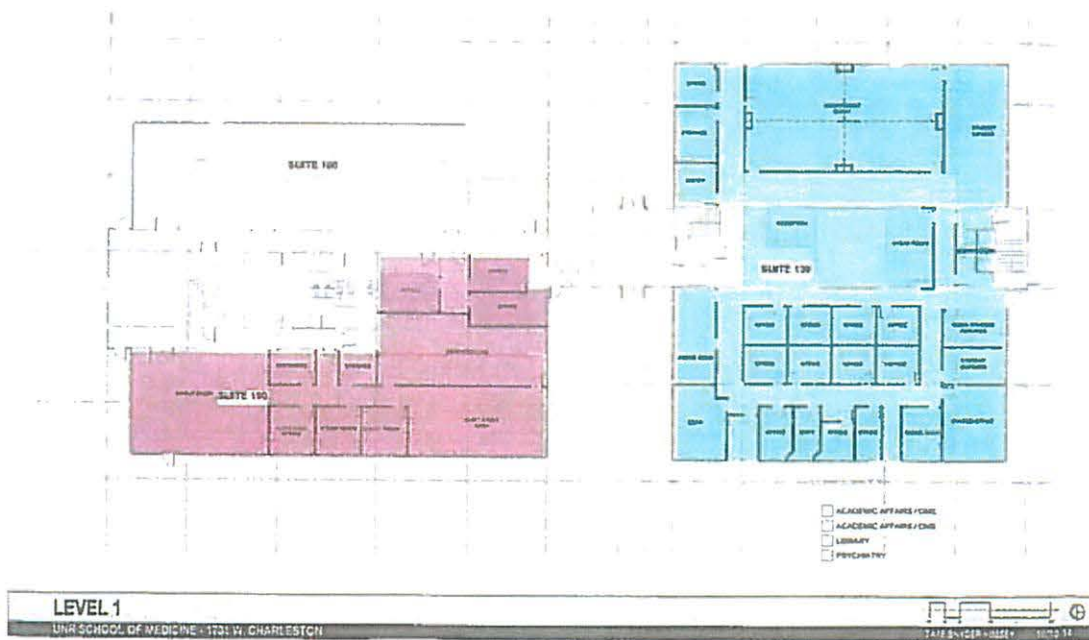
Marc A. Johnson

Date:

4-21-17

Marc A. Johnson  
President, University of Nevada, Reno

EXHIBIT A



[illegible]

UTAH SCHOOL OF MEDICINE • 1731 W. CHARLESTON





EXHIBIT A

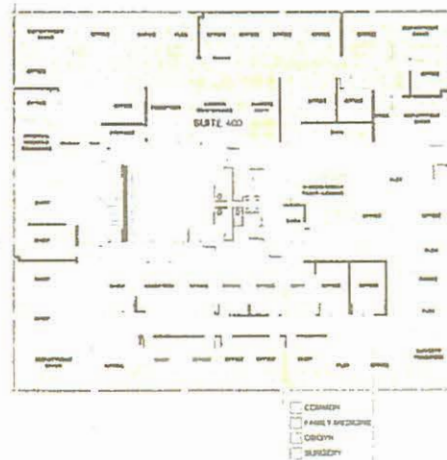
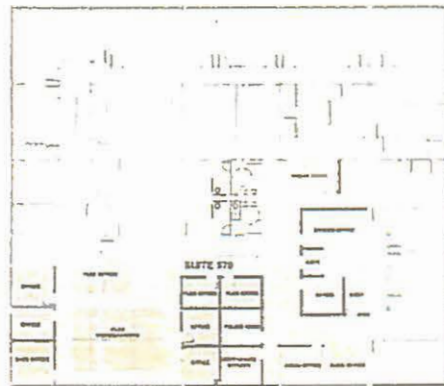


EXHIBIT A



- ACCOUNTING
- CLERICAL
- CRM
- POLICE

LEVEL 5

UHS SCHOOL OF MEDICINE - 1101 W. CHARLESTON



## **ATTACHMENT "C"**

### **FIRST AMENDMENT TO COOPERATIVE AGREEMENT**

This First Amendment to Cooperative Agreement ("**First Amendment**") is entered into by and between the University of Nevada, Reno School of Medicine ("**UNR MED**"), and the University of Nevada, Las Vegas, School of Medicine ("**UNLV SOM**"), both entities within the Nevada System of Higher Education ("**NSHE**"). This First Amendment is effective January 1, 2018 ("**Effective Date**").

#### **WITNESSETH:**

**WHEREAS**, UNR MED and UNLV SOM entered into a Cooperative Agreement, dated April 21, 2017 ("**Cooperative Agreement**"); and

**WHEREAS**, the Cooperative Agreement expires on December 31, 2017;

**WHEREAS**, UNR MED and UNLV SOM have agreed to amend the Cooperative Agreement as to extend the term;

**NOW, THEREFORE**, the parties agree to the following:

#### **AGREEMENT:**

##### **1. Term of Agreement:**

The term of the Cooperative Agreement shall be extended for an additional three (3) months from the Effective Date through March 31, 2018.

##### **2. Use of Premises:**

The date March 31, 2018 shall substitute for December 31, 2017 in Section 3, "Use of Premises," of the Cooperative Agreement.

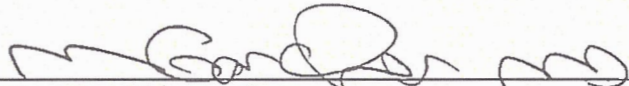
All other terms and conditions of the Cooperative Agreement shall remain the same.

**[SIGNATURES ON FOLLOWING PAGE]**

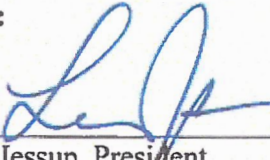
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

**UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED BY:**

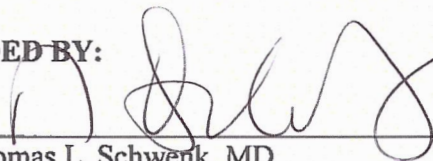
BY:  Date: 1/2/18  
Barbara Atkinson, Dean  
University of Nevada, Las Vegas School of Medicine

**APPROVED BY:**

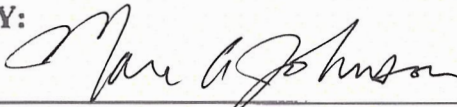
BY:  Date: 1-18-18  
Len Jessup, President  
University of Nevada, Las Vegas

**UNIVERSITY OF NEVADA, RENO**

**RECOMMENDED BY:**

BY:  Date: 1/24/18  
Thomas L. Schwenk, MD  
Vice President, Division of Health Sciences  
Dean, School of Medicine

**APPROVED BY:**

BY:  Date: 1-27-18  
Marc A. Johnson, President  
University of Nevada, Reno



## ATTACHMENT "D"

### **AMENDED AND RESTATED COOPERATIVE AGREEMENT**

This Amended and Restated Cooperative Agreement (the "Agreement") between the University of Nevada, Reno School of Medicine ("UNR Med"), and the University of Nevada, Las Vegas, School of Medicine ("UNLV SOM"), both entities within the Nevada System of Higher Education ("NSHE"), is made and entered into as of **April 1, 2018** for the purposes of assigning certain rights and obligations regarding 1701W Charleston Blvd Las Vegas, Nevada (the "Premises") from UNR Med to UNLV SOM.

WHEREAS, UNR Med is currently responsible for the Lessee under that certain Lease dated December 18, 2014 by and between Charleston Holdings Nevada, LLC and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine (the "Lease");

WHEREAS, UNR Med and UNLV SOM are currently parties to a Cooperative Agreement, effective July 1, 2017, subject to Amendment #1 (effective January 1, 2018), which provides for UNLV SOM to use and occupy, for the purpose of office space, teaching space, department administration and other uses related to the operation and administration of UNLV SOM, 51,452 rentable square feet (sf) of space, consisting of Suites 110<sup>1</sup>, 130, 160<sup>2</sup>, 190, 230, 250, 270, 290, 400, and 590 at the Premises through March 31, 2018;

WHEREAS, UNLV SOM desires to use, occupy, and bear responsibility for suites 110, 160, 230, 250, 270, 290, 400, and 590 (totaling 37,228 rentable square feet) at the Premises through the full term of the Lease (August 31, 2023);

WHEREAS, UNR Med desires to continue to use, occupy, and bear responsibility for suites 130, 190 and 670 (totaling 20,749 rentable square feet) at the Premises, without limitation of UNR Med's ability to sublease these suites; and

WHEREAS, UNR Med desires to assign and UNLV SOM desires to accept assignment of use, occupancy, and responsibility for suites 110, 160, 230, 250, 270, 290, 400, and 590 at the Premises.

**NOW THEREFORE**, in consideration hereof, the parties hereto agree as follows:

#### **1. Incorporation of Lease**

The Lease dated December 18, 2014 by and between Charleston Holdings Nevada, LLC and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine (the "Lease") is hereby incorporated by reference into this Agreement. UNR Med, UNLV SOM and NSHE intend to comply with and follow the terms and conditions of the Lease.

UNLV SOM agrees to abide by the terms and conditions of the Lease with respect to its use and occupancy of Suites 110, 160, 230, 250, 270, 290, 400, and 590 at the Premises.

#### **2. Notice to Landlord**

Under the terms of the Lease, Charleston Holdings Nevada, LLC is not required to consent to a

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<sup>1</sup> Suite 110, totaling 2,916 rentable square feet, is also referred to as Suite 100.

<sup>2</sup> Suite 160, totaling 861 rentable square feet, was previously part of Suite 190.

transfer of use, occupancy, and responsibility of the Lease, or portions thereof, by and between NSHE institutions. This notwithstanding, UNR Med and UNLV SOM will jointly notify Charleston Holdings Nevada, LLC that UNLV SOM will to use, occupy, and bear responsibility for Suites 110, 160, 230, 250, 270, 290, 400, and 590 at the Premises beginning on April 1, 2018 through the expiration of the Lease.

### **3. Term**

The term of this Agreement shall be from April 1, 2018 through August 31, 2023.

### **4. Suites subject to Agreement**

Pursuant to this Agreement UNLV SOM shall use, occupy, and bear responsibility, including financial responsibility, for Suites 110, 160, 230, 250, 270, 290, 400, and 590 at the Premises.

Suites 130, 190 and 670 will remain the responsibility of UNR Med, without limitation of UNR Med's ability to sublease suites 130, 190 and 670.

UNLV SOM is entitled to access eighty (80) unreserved and sixteen (16) reserved parking spots on the Premises without additional cost pursuant to Section 1.2(b) of the Lease. UNLV SOM may seek to obtain additional parking at the Premises for an additional costs, directly from Charleston Holdings, LLC, pursuant to Section 1.2(b) of the Lease

### **5. Use of the Premises**

Each party will use the suites they occupy in accordance with the terms and conditions of the Lease.

### **6. Rent**

UNLV SOM agrees to pay directly to Charleston Holdings, LLC the rent for Suites 110, 160, 230, 250, 270, 290, 400, and 590 on a monthly basis pursuant to the terms and conditions of the Lease. Payment is due no later than the fifth calendar day of each month and UNR Med is not required to issue an invoice for payment, notice UNLV SOM of the payment, and/or act as an intermediary for payment to Charleston Holdings, LLC. UNLV SOM is responsible for any penalties or late charges related to untimely payment of rent for Suites 110, 160, 230, 250, 270, 290, 400, and 590.

UNLV SOM agrees to pay rent in an amount that is proportionate to the rentable square footage of Suites 110, 160, 230, 250, 270, 290, 400, and 590 (37,228 rentable square feet) to the total rentable square footage under the Lease (57,977 rentable square feet). The amount of the rent payable by UNLV SOM will be calculated by multiplying the rentable square footage of Suites 110, 160, 230, 250, 270, 290, 400, and 590 (37,228 rentable square feet) by the then current amount of rentable square footage rental rate under the Lease for each calendar month. UNLV SOM will not be required to pay base rent for those months for which base rent has been abated under Section 54(a) of the Lease.

UNLV SOM agrees that it is responsible for any additional charges which relate specifically to suites 110, 160, 230, 250, 270, 290, 400, and 590. UNR Med agrees that it is responsible for any additional charges which relate specifically to suites 130, 190, and 670. In the event that there are any additional charges under the Lease other than base rent for dates after April 1, 2018 which apply to the entire Lease, those charges will be paid by UNLV SOM in an amount that is proportionate to

the rentable square footage of Suites 110, 160, 230, 250, 270, 290, 400, and 590 to the total rentable square footage under the Lease (64.2%). In the event that there are any credits under the Lease for dates after April 1, 2018, other than abatement of base rent, those credits will be provided to UNLV SOM in an amount that is proportionate to the rentable square footage of Suites 110, 160, 230, 250, 270, 290, 400, and 590 to the total rentable square footage under the Lease (64.2%).

## **7. Utilities**

7.1 UNLV SOM understands that Charleston Holdings, LLC shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or florescent tubes and ballasts for standard overhead fixtures. Charleston Holdings, LLC shall also provide janitorial services to the Premises and common areas five (5) times per week, excluding building holidays, or pursuant to the janitorial schedule, if any. Charleston Holdings shall not, however, be required to provide janitorial services for storage areas included within the Premises.

7.2 UNLV SOM further understands that they are responsible for and will pay for any telephone, data communications and alarm system installed in Suites 110, 160, 230, 250, 270, 290, 400, and 590. UNLV SOM also shall pay for additional utilities and services in excess of those provided by Charleston Holdings, LLC pursuant to Paragraph 7.1.

## **8. Condition of Premises**

UNLV SOM has examined the Premises prior to the execution hereof, knows the condition thereof, and acknowledges that UNLV SOM has received the Premises in good order and condition, and that no representation or warranty as to the condition or repair of the Premises has been made by UNR Med. At the expiration of the term of the Lease UNLV SOM will yield up peaceably Suites 110, 160, 230, 250, 270, 290, 400, and 590 to Charleston Holdings Nevada, LLC in as good order and condition as when the same were entered upon by UNLV SOM, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

## **9. Alterations and Improvements**

UNLV SOM shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about in Suites 110, 160, 230, 250, 270, 290, 400, and 590 except as permitted by the Lease.

## **10. Compliance:**

The parties are required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA, and other relevant state and federal standards, codes and regulations that may apply. UNLV SOM shall be responsible for all handling, costs, removal and/or disposal of any and all hazardous materials, including, but not limited to, human tissue of any kind, chemicals and/or other materials UNLV SOM uses and/or brings onto the Premises.

## **11. Notice**

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below,

or at such other address as either party.

Notices shall be sent to UNLV SOM as follows:

Vice President for Finance and Business  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway  
Box 451004  
Las Vegas, Nevada 89154-1004

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

Director of Real Estate  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway  
Box 451018  
Las Vegas, NV 89154-1018

Notice shall be sent to UNR Med as follows:

Senior Associate Dean of Legal Affairs  
Mail Stop 1332  
University of Nevada, Reno  
Reno, Nevada 89557-1332

Director of Real Estate  
Mail Stop 0239  
University of Nevada, Reno  
Reno, Nevada 89557-0239

All such notices shall be effective when deposited in the United States Mail, postage prepaid.

## **12. Indemnity**

Subject to the limitations set forth in NRS 41.0305, et. seq., UNLV SOM will indemnify and defend UNR Med and its officers, employees and agents from and against any and all liabilities, claims (including claims for breach of the Lease), losses, costs, injuries to person or property, lawsuits, judgments, settlements, costs, and/or attorney's fees related to and/or arising from UNLV SOM's occupancy and use of Suites 110, 160, 230, 250, 270, 290, 400, and 590 at the Premises.

Subject to the limitations set forth in NRS 41.0305, et. seq., UNR Med will indemnify and defend UNLV SOM and its officers, employees and agents from and against any and all liabilities, claims (including claims for breach of the Lease), losses, costs, injuries to person or property, lawsuits, judgments, settlements, costs, and/or attorney's fees related to and/or arising from UNR Med's occupancy and use of Suites 130, 190, and 670 at the Premises.

## **13. Option to Renew/ Options under Lease**

Exercising Options available under the Lease, including the Option to Renew, requires the mutual agreement of UNR Med, UNLV SOM and NSHE.

## **14. Applicable Law**

This Agreement shall be construed in accordance with the laws of the State of Nevada.

**{SIGNATURE PAGE TO FOLLOW}**



IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective on the 1<sup>st</sup> day of April, 2018.

**UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Barbara Atkinson  
Dean, University of Nevada, Las Vegas School of Medicine

**APPROVED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Len Jessup, President  
University of Nevada, Las Vegas

**UNIVERSITY OF NEVADA, RENO**

**RECOMMENDED BY:**

BY: \_\_\_\_\_ Date: 4/20/18  
Thomas L. Schwenk, MD  
Dean, University of Nevada, Reno School of Medicine

**APPROVED BY:**

BY: \_\_\_\_\_ Date: 4/12/18  
Marc A. Johnson, President  
University of Nevada, Reno


**NEVADA SYSTEM OF HIGHER EDUCATION**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Thom Reilly  
Chancellor

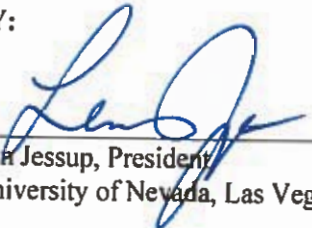
IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective on the 1<sup>st</sup> day of April, 2018.

**UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED BY:**

BY:  Date: 3/15/18  
Barbara Atkinson  
Dean, University of Nevada, Las Vegas School of Medicine

**APPROVED BY:**

BY:  Date: 3-19-18  
Len Jessup, President  
University of Nevada, Las Vegas

**UNIVERSITY OF NEVADA, RENO**

**RECOMMENDED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas L. Schwenk, MD  
Dean, University of Nevada, Reno School of Medicine

**APPROVED BY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Marc A. Johnson, President  
University of Nevada, Reno

**NEVADA SYSTEM OF HIGHER EDUCATION**

BY:  Date: 3-27-18  
Thom Reilly  
Chancellor

**ATTACHMENT "E"**

**INDUSTRIAL LEASE**

**BROOKHOLLOW BUSINESS PARK LLC,  
a Nevada limited liability company  
LANDLORD,**

**AND**

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,  
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE  
TENANT**

**DATED: July 1, 2017**

**PROPERTY: BROOKHOLLOW BUSINESS PARK**

A handwritten mark, possibly a signature or initials, consisting of a large loop followed by a vertical stroke.

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A

## AGREEMENT OF LEASE

This Agreement of Lease ("Lease") between the parties set forth below incorporates the Basic Lease Provisions and the General Lease Provisions attached hereto.

### 1. BASIC LEASE PROVISIONS:

1. Lease Date: July 1, 2017
2. Tenant: Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, School of Medicine
3. Landlord: BROOKHOLLOW BUSINESS PARK LLC, a Nevada limited liability company
4. Premises: Suite Q, the space in the Building depicted in Exhibit A, containing approximately 1,614 rentable square feet ("Rentable Area") (more or less) of area.
5. Building: That certain building located at 7310 Smoke Ranch Road, Las Vegas, Nevada 89128.
6. Property: The Building, the three (3) additional buildings and the other improvements located on that certain 6.79 acre tract of land commonly known as Brookhollow Business Park, being more particularly described on Exhibit B hereto. The buildings on the Property contain a total of 99,679 square feet of Rentable Area.
7. Lease Term: Thirty-six (36) full calendar months, plus, if the Commencement Date occurs on a day other than the first day of a calendar month, the partial month in which the Commencement Date occurs
8. Commencement Date: July 1, 2017
9. Expiration Date: June 30, 2020
10. Base Rent:

<u>Months:</u>	<u>Annual Base Rent:</u>	<u>Monthly Base Rent/ Rate per SF/:</u>
Months 01-12	\$19,368.00	\$1,614.00 (\$1.00)
	\$20,336.40	\$1,694.70 (\$1.05)
	\$21,304.80	\$1,775.40 (\$1.10)
11. Amount Payable Upon Execution: \$0.00 (Current Tenant under previous Lease Agreement)
12. Tenant's Pro Rata Share: 1.62% (1,614/ 99,679)
13. Fixed Monthly Expenses: \$484.20 (See Addendum)
14. Security Deposit: \$0.00
15. Rent Payment Address: BROOKHOLLOW BUSINESS PARK LLC  
151 Kalmus Drive, Suite F-1  
Costa Mesa, CA 92626
16. Landlord's Work: "AS IS" (See Addendum)

17. Permitted Use of the Premises: Medical research administration office, and no other use without Landlord's prior consent, which may be given or withheld at Landlord's sole discretion.
18. Tenant's Business: Medical care, education and research
19. Landlord's Address: BROOKHOLLOW BUSINESS PARK LLC  
c/o The Brookhollow Group  
7310 Smoke Ranch Road, Suite H  
Las Vegas, NV 89128  
Attn: Senior Property Manager
- With Copies To: The Brookhollow Group  
151 Kalmus Drive, Suite F-1  
Costa Mesa, CA 92626  
Attn: Asset Manager
20. Tenant's Address: University of Nevada, Las Vegas, School of Medicine  
Office of the Dean  
4505 S. Maryland Parkway, Box 453070  
Las Vegas, NV 89154-3070
- With copies to: University of Nevada, Las Vegas  
Real Estate Department  
4505 S. Maryland Parkway, Box 451027  
Las Vegas, Nevada 89154-1027
- And with copies to: University of Nevada, Las Vegas  
Department of Purchasing  
4505 S. Maryland Parkway, Box 451033  
Las Vegas, Nevada 89154-1033
21. Guarantor: None
22. Landlord's Broker: Cushman & Wakefield Commerce
23. Tenant's Broker: None
24. Exhibits: ADDENDUM  
EXHIBIT A – Premises  
EXHIBIT B – Legal Description of Property  
EXHIBIT C – Intentionally Omitted  
EXHIBIT D – Rules and Regulations  
EXHIBIT E – HVAC Maintenance Contract  
EXHIBIT F – Move-Out Conditions  
EXHIBIT G – Tenant Commencement Certificate

## GENERAL LEASE PROVISIONS

### 2. COMMENCEMENT.

(a) *Lease.* Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term, upon and subject to all of the terms, conditions and provisions of this Lease.

(b) *Commencement Date.* The Lease Term shall commence on the date (the "Commencement Date") that is the earlier to occur of (i) the date that the Landlord's Work is Substantially Completed, or (ii) the date that Tenant commences normal business operations from the Premises, subject to adjustment for Tenant Delays as provided in Exhibit C. The terms "Landlord's Work" and "Substantial Completion" or "Substantially Completed" are defined in the attached Exhibit C Work Letter. The Estimated Commencement Date is only an estimate of the date on which the Landlord's Work will be Substantially Completed. If the Commencement Date is delayed or otherwise does not occur on the Estimated Commencement Date for any reason, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom.

(c) *Beneficial Occupancy.* Any occupancy of the Premises by Tenant prior to the Commencement Date ("Beneficial Occupancy") will be subject to all of Tenant's obligations under this Lease. Tenant shall provide Landlord with copies of certificates of insurance, complying in all respects with the terms of this Lease for all insurance required to be provided hereunder prior to entering the Premises. Tenant hereby releases and discharges Landlord, its contractors, agents, employees and manager from and against any and all claims of loss, damage or injury to persons or property, including without limitation any product inventory, which is alleged to have occurred during the period of Beneficial Occupancy from any cause whatsoever, EVEN IF SUCH CLAIMS ARE BASED IN WHOLE OR IN PART UPON THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, ITS CONTRACTORS, AGENTS, EMPLOYEES OR MANAGER. Landlord makes no representation or warranty about safety of the Premises during any period of Beneficial Occupancy, as construction and other activities will be ongoing. Tenant shall coordinate its activities in the Premises during Beneficial Occupancy with Landlord and Landlord's Contractor.

(d) *Lease Confirmation.* Upon Landlord's delivery of the Premises to Tenant, Landlord shall prepare and deliver to Tenant a written statement in the form attached hereto as Exhibit G, attached hereto (the "Tenant Commencement Certificate") confirming the Commencement Date of the Lease and the Expiration Date, which Tenant shall execute and return to Landlord concurrently with the delivery of the Premises by Landlord. If Tenant fails to sign and return the Tenant Commencement Certificate to Landlord upon the delivery of the Premises by Landlord, the Tenant Commencement Certificate as sent by Landlord shall be deemed to have correctly set forth the Commencement Date and the other matters addressed in the Tenant Commencement Certificate. The form of certificate shown in Exhibit G may also be used in conjunction with amendments to this Lease, if any, and Tenant shall execute same within ten (10) days after receipt of a request therefor from Landlord. The parties agree that for all purposes hereunder, the Premises shall be stipulated to contain the number of square feet of Rentable Area as described in Item 4 of the Basic Lease Provisions.

(e) *Quiet Enjoyment.* Tenant, on paying the Rent and performing its obligations hereunder, will peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without any manner of hindrance from Landlord, subject however to all the terms and provisions hereof.

### 3. USE.

(a) *Permitted Use.* The Premises shall be used only for the purpose set forth in Item 17 of the Basic Lease Provisions and for reasonable and customary uses ancillary thereto, and shall not be used for any other purpose.

(b) *Zoning and Certificate of Occupancy.* Tenant shall be responsible for determining whether or not the zoning is appropriate for Tenant's intended use and obtaining all permits and approvals required by the laws in connection with Tenant's specific manner of use, and specific character of, operations at the Premises and shall provide a copy of the same to Landlord upon receipt of such, if applicable. Tenant shall not at any time use or occupy the Premises in violation of the certificates of occupancy issued for or restrictive covenants pertaining to the Building or the Premises, and in the event that any architectural control committee or department of the State or the city or county in which the Property is located shall at any time contend or declare that the Premises are used or occupied in violation of such certificate or certificates of occupancy or restrictive covenants, Tenant shall, upon five (5) days' notice from Landlord or any such governmental agency, immediately discontinue such use of the Premises (and otherwise remedy such violation). The failure by Tenant to discontinue such use shall be considered a default under this Lease and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law.

(c) **Storage and Nuisance.** Outside storage including, without limitation, drop shipments, dock storage, trucks and other vehicles, is prohibited without Landlord's prior written consent. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or which would disturb or endanger any other tenants of the Property, or unreasonably interfere with such other tenants' use of their respective space. Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly inflammable.

(d) **Floor Loads.** Tenant shall not place weight upon any portion of the Premises exceeding the structural floor load (per square foot of area) which such area was designated (and is permitted by Legal Requirements) to carry or otherwise use any Building system in excess of its capacity or in any other manner which may damage such system or the Building. Tenant shall not permit within the Premises a working environment with a density of greater than two (2) persons per 1,000 square feet of rentable area.

#### **4. COMMON AREAS AND PARKING.**

(a) **Common Areas.** "Common Areas" means all areas within the Property which are available for the common use of tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Common Areas, convert Common Areas into leaseable areas, construct additional parking facilities in the Common Areas, and increase or decrease Common Area land or facilities so long as Tenant's use of the Premises is not adversely affected in any material way.

(b) **Parking.** Tenant will have the non-exclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas, including any parking spaces to be used by Tenant as set forth in subsection (c), for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish or modify from time to time. Tenant agrees to abide by all such rules and regulations and to use its best efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by the Rules and Regulations. At any time, Landlord may close any Common Areas to perform any acts as, in Landlord's reasonable judgment, are desirable to maintain or improve the Property, or to prohibit the accrual of any prescriptive rights or rights by the public to such Common Areas. Tenant will not interfere with the rights of Landlord, other tenants, or any other person entitled to use the Common Areas.

(c) **Loading Docks and Storage.** Tenant shall not store any equipment, inventory or other property in any trucks, or park or store any vehicles on the parking lot of the Property unless the Premises have access to a loading dock which exclusively services the Premises, in which case Tenant shall have the right to park overnight its operable trucks in front of such loading docks so long as such operable trucks do not block or restrict access to and from the Building and the parking lot. Tenant shall not park or store any motor vehicles within the Premises. In the event the Premises have access to a loading dock which is shared with other space, Tenant shall not park its trucks in the dock area longer than the time it takes to reasonably load or unload its trucks. In no event shall Tenant park any vehicle in or about a loading dock which exclusively services another tenant within the Property, or in a thoroughfare, driveway, street, or other area not specifically designated for parking. Landlord reserves the right to establish uniform rules and regulations for the loading and unloading of trucks upon the Property, which rules may include the right to designate specific parking spaces for tenants' use. Upon request by Landlord, Tenant shall move its trucks and vehicles if, in Landlord's reasonable opinion, said vehicles are in violation of any of the above restrictions.

(d) **SECURITY SERVICE AND ACCESS CONTROL.** LANDLORD IS NOT OBLIGATED TO PROVIDE SECURITY SERVICE, ACCESS CONTROL OR COURTESY GUARD SERVICES TO THE PREMISES. IN ALL EVENTS, LANDLORD SHALL NOT BE LIABLE TO TENANT, AND TENANT HEREBY WAIVES ANY CLAIM AGAINST LANDLORD, FOR (I) ANY UNAUTHORIZED OR CRIMINAL ENTRY OF THIRD PARTIES INTO THE PREMISES, THE BUILDING OR THE PROPERTY, (II) INJURY, DEATH OR DAMAGE TO PERSONS, OR (III) ANY LOSS OF PROPERTY IN AND ABOUT THE PREMISES, THE BUILDING OR THE PROPERTY, BY OR FROM ANY UNAUTHORIZED OR CRIMINAL ACTS OF THIRD PARTIES, REGARDLESS OF ANY ACTION, INACTION, FAILURE, BREAKDOWN, MALFUNCTION OR INSUFFICIENCY OF THE ACCESS CONTROL OR COURTESY GUARD SERVICES PROVIDED BY LANDLORD.

Notwithstanding the foregoing, Landlord acknowledges 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.



(e) **Signs.** Tenant shall not place or permit any signs, lights, awnings or poles in or about the Premises or the Property, other than the standard building signage as per Landlord specifications, without the prior written consent of Landlord; nor shall Tenant change the uniform architecture, paint, landscape, or otherwise alter or modify the exterior of the Property without the prior written consent of Landlord.

## **5. BASE RENT.**

(a) **Rent.** The term "Rent" means Base Rent, Additional Rent and all other sums owing to Landlord under this Lease. The obligation of Tenant to pay Rent and the obligations of Landlord under this Lease are independent obligations.

(b) **Base Rent.** Tenant shall pay the Base Rent (as defined in Item 10 of the Basic Lease Provisions) during the Lease Term, in advance, on the first day of each calendar month, without demand, setoff or deduction, at the address set forth in Item 15 of the Basic Lease Provisions. In the event any Base Rent is due for a partial calendar month or year, the Base Rent shall be equitably adjusted to reflect that portion of the Lease Term within such month or year. The first full monthly installment of Base Rent (as set forth in Item 12 of the Basic Lease Provisions) shall be payable upon Tenant's execution of this Lease.

(c) **Late Charge.** If any installment of Rent or any other sums due from Tenant is not received by Landlord within five (5) days following the due date, Tenant will pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

(d) **Default Interest.** In addition to any late charges provided for herein, any amount not paid by Tenant within five (5) days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or ten percent (10%) per year ("Default Interest"), compounded monthly, payable as Additional Rent. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(e) **Cashier's Check.** In addition to the remedies set forth above, if Tenant fails to timely make two (2) consecutive payments of Base Rent or any two (2) such payments are returned for insufficient funds, then, in addition to any other remedy Landlord may have, Landlord may require that all future payments be made by cashier's check or money order.

## **6. ADDITIONAL RENT**

(a) **Taxes, Insurance and CAM Charges.** Notwithstanding any contrary provision in this Lease, Tenant shall pay to Landlord, as Additional Rent on a monthly basis until further notice, the **FIXED** amount of Monthly Expenses described in Item 13 of the Basic Lease Provisions. Such amount includes Tenant's Pro Rata Share of the estimated Taxes, Insurance and CAM charges (as such terms are hereinafter defined) incurred by Landlord for and on behalf of the Property during the initial calendar year of the Lease Term as follows:

(i) **Taxes.** Taxes shall include, without limitation, any tax, assessment (both general and special), trustees' fee, impositions, license fees, or governmental charge (herein collectively referred to as "Tax") imposed against the Property, or against any of Landlord's personal property located therein and any rental, revenue, margin, franchise, excise, sales, transaction or other tax or levy, however denominated, imposed upon or measured by the rental reserved hereunder or on Landlord's business of leasing the Premises, except only Landlord's net income taxes. Taxes, as herein defined, are predicated upon the present system of taxation in the State of Nevada. Therefore, if due to a future change in the method of taxation any rent, franchise, use, profit or other tax shall be levied against Landlord in lieu of any Tax which would otherwise constitute a "real estate tax", such rent, franchise, use, profit or other tax shall be deemed to be a Tax for the purposes herein. Landlord may challenge said Tax or may defer compliance therewith to the extent legally permitted; and, in the event thereof, Tenant shall be liable for Tenant's Pro Rata Share of all reasonable costs in connection with such challenge. Tenant will have no right to contest or to participate in the contest of any Taxes that are required to be paid hereunder and hereby waives any such rights. Tenant shall timely

pay all taxes assessed against Tenant's personal property and all improvements to the Premises. If said personal property and improvements are assessed with the property of Landlord, Tenant shall pay to Landlord an amount equal to Tenant's share of such taxes, within ten (10) days after receipt of Landlord's statement for same.

(ii) Insurance. Insurance shall include, without limitation, premiums for liability, property damage, fire, workers compensation, rent and any and all other insurance and deductibles (herein collectively referred to as "Insurance") which Landlord deems necessary to carry on, for, or in connection with Landlord's operation of the Property. In addition thereto, in the event Tenant's use of the Premises shall result in an increase of any of Landlord's Insurance premiums, Tenant shall pay to Landlord, upon demand, as Additional Rent, an amount equal to such increase in Insurance. Such payments of Insurance shall be in addition to all premiums of insurance which Tenant is required to carry pursuant to Section 18(b) of this Lease.

(iii) Common Area Maintenance. Common area maintenance charges (hereinafter referred to as "CAM") shall mean all costs and expenses incurred by Landlord with respect to the ownership, maintenance, repair (including replacement, as needed) and operation of the Building and the Property including, but not limited to: maintenance, repair and replacement of the common electrical, plumbing, lighting & safety systems and equipment, paving and parking areas, roads and driveways; maintenance of exterior areas such as gardening and landscaping, snow removal and signage; maintenance, repair and replacement of the roof, roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; painting; lighting; cleaning; refuse removal; security; utility services attributable to the Common Areas; personnel costs; personal property taxes; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Property; fees for required licenses and permits; costs and expenses required by any governmental or quasi-governmental authority or by Legal Requirements, for any reason, including capital improvements, whether capitalized or not, and the cost of any capital improvements that Landlord elects to make to the Property by Landlord that are intended to improve life-safety systems or reduce operating expenses (to the extent any such expenditure constitutes a capital expenditure as determined by Landlord in accordance with standard real estate accounting practices, then such capital expenditure shall be amortized, including interest on the unamortized cost at a rate of 10.5 % per annum, over its useful life as reasonably determined by Landlord in accordance with generally accepted accounting principles); and a property management fee (not to exceed five percent (5%) of the gross rents of the Property for the calendar year). CAM expenses do not include: (a) debt service under mortgages or ground rent under ground leases; (b) costs of restoration to the extent of net insurance proceeds received by Landlord; (c) leasing commissions and tenant improvement costs; (d) brokerage or litigation expenses relating to disputes with tenants; and (e) Landlord's general corporate overhead costs.

(b) Pro Rata Share. For purposes of this Lease, Tenant's Pro Rata Share is hereinafter defined as a fraction, the numerator of which shall be the square footage of the Premises, and the denominator of which shall be the square footage of the Rentable Area of the Property, which Tenant's Pro Rata Share is hereby stipulated and agreed to be as set forth in Item 12 of the Basic Lease Provisions.

(c) Payment Method. Landlord shall have the right to invoice Tenant monthly, quarterly, or otherwise from time to time, for Tenant's Pro Rata Share of the actual Taxes, Insurance and CAM expenses payable by Tenant under this Lease; and Tenant shall pay to Landlord, as Additional Rent, those amounts for which Tenant is invoiced within thirty (30) days after receipt of said invoice. Alternatively, at Landlord's election, Landlord shall have the right to invoice Tenant monthly for Tenant's Pro Rata Share of such Taxes, Insurance and CAM expenses, as reasonably estimated by Landlord. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon.

(d) Records. Landlord shall maintain complete and accurate records of all Taxes, Insurance and CAM expenses incurred in connection with the Property. So long as Tenant is not then in default of this Lease, Tenant or a certified public accountant who is experienced in conducting audits of common area expenses, who is not compensated on a contingency or similar basis and who provides evidence of the foregoing as a condition precedent to examining any of Landlord's records shall have the right to inspect such records at Tenant's sole cost and expense, at the office of Landlord's managing agent during said agent's normal business hours, upon five (5) days prior written notice. Landlord shall not be obligated to provide Tenant with detailed summaries or receipts for any expenses incurred by or on behalf of the Property; but Landlord shall provide Tenant with one or more statements setting forth such expenses, categorized by class and amount. Notwithstanding the aforesaid, unless Tenant asserts specific errors within ninety (90) days after receipt of any invoice, or year-end statement, it shall be deemed that said invoice, or year-end statement, is correct.

## 7. UTILITIES.

Tenant shall pay for all gas and electricity used by Tenant within the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and Tenant shall be liable for all maintenance and equipment with respect to the continued operation thereof including, without limitation, all electric light bulbs and tubes. In no event shall Landlord be liable for any interruption or failure of any utility servicing the Property. Landlord, at Tenant's expense, may cause any utilities used by Tenant to be separately metered or charged directly to Tenant by the provider.

## 8. REPAIRS AND MAINTENANCE.

(a) *Acceptance of Premises.* Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the Premises or the suitability of the Property or the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and the Building and Tenant is not relying on any representation or warranty by Landlord or its broker or agents. The taking of possession by Tenant shall be conclusive evidence that, subject to Landlord's completion of Punchlist Items (as defined in Exhibit C), Tenant accepts the Premises, the Building and leasehold improvements as being in good and satisfactory condition, suitable for the purposes for which the Premises were leased.

(b) *Landlord's Repairs.* Landlord, at Landlord's sole cost and expense, shall maintain, repair and replace, if necessary, the foundation, the structural portions of the roof and the exterior walls. Notwithstanding the aforesaid, in the event any such maintenance or repairs are caused by the negligence of Tenant or Tenant's employees, agents or invitees, Tenant shall reimburse to Landlord, as Additional Rent, the cost of all such maintenance and repairs within thirty (30) days after receipt of Landlord's invoice for same. For purposes of this Section, the term "exterior walls" shall not include windows, plate glass, office doors, dock doors, dock bumpers, office entries, or any exterior improvement made by Tenant.

(c) *Tenant's Repairs.* Tenant, at Tenant's sole cost and expense, shall at all times during the Lease Term and in accordance with all Legal Requirements, maintain, service, repair and replace, if necessary, and keep in good condition and repair all portions of the Premises which are not expressly the responsibility of Landlord (as set forth in subsection (b) above), including, but not limited to, fixtures, equipment and appurtenances thereto, any windows, plate glass, office doors, dock doors and ancillary equipment, all heating, ventilation and air conditioning equipment, office entries, interior walls and finish work, floors and floor coverings, water heaters, electrical systems and fixtures, sprinkler systems, dock bumpers, dock levelers, trailer lights and fans, shelters/seals and restraints, branch plumbing and fixtures, and pest extermination. Tenant shall keep the Premises and the dock area servicing the Premises in a clean and sanitary condition, and shall keep the common parking areas, driveways and loading docks free of Tenant's debris. Tenant shall not store materials, waste or pallets outside of the Premises, and shall timely arrange for the removal and/or disposal of all pallets, crates and refuse owned by Tenant which cannot be disposed of in the dumpster servicing the Property. If replacement of equipment, fixtures, and appurtenances thereto are necessary, then Tenant shall replace the same with equipment, fixtures and appurtenances of the same quality, and shall repair all damage done in or by such replacement.

(d) *Maintenance Contracts.* Tenant, at its own cost and expense, shall enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing all hot water, heating and air conditioning systems and equipment within the Premises that complies with the minimum requirements of Exhibit E attached hereto. The service contract must include all services suggested by the equipment manufacturer in its operations/maintenance manual and an executed copy of such contract must be provided to Landlord prior to the date Tenant takes possession of the Premises. Notwithstanding the aforesaid, Landlord shall have the option to enter into a regularly scheduled preventative maintenance/service contract on items for and on behalf of Tenant. Such contract may include, without limitation, all services suggested or recommended by the equipment manufacturer in the operation and maintenance of such system. In the event Landlord elects such option, Tenant shall reimburse to Landlord, as Additional Rent, all of Landlord's costs in connection with said contract, as well as Landlord's actual costs of repair and maintenance of the HVAC system.

(e) *Performance Standard.* Tenant shall perform all repairs and maintenance in a good and workmanlike manner, using materials and labor of the same character, kind and quality as originally employed within the Property; and all such repairs and maintenance shall be in compliance with all Legal Requirements. In the event Tenant fails to properly perform any such repairs or maintenance within a commercially reasonable period of time, Landlord shall have the option to perform such repairs on behalf of Tenant, in which event Tenant shall reimburse to Landlord, as Additional Rent, the costs thereof within thirty (30) days after receipt of Landlord's invoice for same.

(f) *Duty to Inspect.* Tenant shall have the duty to periodically inspect the Premises and notify Landlord should Tenant observe a need for repairs or maintenance of any obligation to be performed by Landlord under this Lease. Upon receipt of Tenant's notice, Landlord shall have a reasonable period of time to make such repairs or maintenance.

(g) *Lease Governs.* This Lease governs the parties' respective obligations for repair and maintenance of the Property and Premises, and the parties waive the benefit of any existing or future statute that is inconsistent with the provisions hereof or affords Tenant the right to terminate the Lease or make repairs at the expense of Landlord.

## **9. COMPLIANCE WITH LAWS.**

(a) *Legal Requirements.* The term "Legal Requirements" shall mean all laws, ordinances, rules, regulations, orders and other requirements of any government or public or quasi-governmental authority now in force or which may hereafter be in force, all requirements of any board of fire underwriters or other similar body now or hereafter constituted, all requirements of Landlord's insurers and all directions and certificates of occupancy issued pursuant to any law by any governmental agency or officer, insofar as any thereof relate to or are required by the condition, use or occupancy of the Premises or the operation, use or maintenance of any personal property, fixtures, machinery, equipment or improvements in the Premises (including, but not limited to, Title III of the Americans With Disabilities Act of 1990, as amended and supplemented and all laws that pertain to Building structure).

(b) *Tenant.* If any Legal Requirement shall, by reason of the nature of Tenant's particular use or occupancy of the Premises or the improvements or alterations constructed by or on behalf of Tenant (as opposed to laws of general applicability), require alterations, repairs or replacements, whether structural or nonstructural, exterior or interior to the Building or the Premises, Tenant shall make such alterations, repairs or replacements at Tenant's sole cost and expense. Tenant, at its sole cost and expense, shall be responsible for the Premises complying with all sprinkler and high pile storage Legal Requirements.

(c) *Landlord.* Subject to the foregoing, if the Building is determined by applicable governmental agencies or building officials to not be in compliance with Legal Requirements as of the Commencement Date which are of general applicability and not related only to Tenant's particular use, improvements or alterations, then Landlord, at its sole cost and expense (except in the case of new Legal Requirements which may be amortized as provided below), shall make the alterations and repairs to the Building required by such governmental agencies or building officials so that the Building complies with all such Legal Requirements as of the Commencement Date. The Landlord may charge the cost of alterations or additions required by Legal Requirements that are enacted or made applicable to the Building after the Commencement Date of this Lease to the Tenant as Additional Rent by amortizing the cost, with interest at 8% per year over a commercially reasonable period not to exceed 10 years.

## **10. ALTERATIONS.**

(a) *Tenant's Alterations.* Tenant shall not make any alterations, additions or improvements to the Premises or Property ("Alterations") without the prior written consent of Landlord except for cosmetic, non-structural alterations to the Premises that do not affect any utilities or building systems, that are not visible from outside the Premises and that do not cost more than \$5,000 in any one calendar year and trade fixtures that do not penetrate or disturb the structural integrity and support provided by the roof, exterior walls or sub-floors. All work will be performed in accordance with plans and specifications approved by Landlord. Tenant will procure all necessary permits and licenses before undertaking any work on the Premises and will perform all work in a good and workmanlike manner employing materials of good quality and in conformity with all applicable Legal Requirements and insurance requirements. Tenant will prosecute and complete such work with reasonable diligence and will provide Landlord with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

(b) *Lien for Work.*

(i) Pursuant to Nevada Revised Statutes ("NRS") § 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS § 108.2403 and NRS § 108.2407. Tenant shall take all actions necessary under the Nevada law to ensure that no liens encumbering Landlord's interest in the Premises, the Building, Building and the Property arise as a result of Tenant's work, including, without limitation, the recording of a notice of posted security in the Official Records of Clark County Nevada, in accordance with NRS § 108.2403 and either (i) establish a construction disbursement account pursuant to NRS § 108.2403(1)(b)(1) or (ii) furnish and record, in accordance with NRS § 108.2403(1)(b)(2), a surety bond for the prime contract for Tenant's work at the Premises that meets the requirements of NRS § 108.2415. The name and address of Tenant's prime contractor who will be performing Tenant's work will be provided to Landlord for Landlord's approval prior to the commencement of any of

Tenant's work will be provided to Landlord for Landlord's approval prior to the commencement of any of Tenant's work, which approval shall not be unreasonably withheld. Tenant shall notify Landlord immediately upon the signing of any contract with the prime contractor for the construction, alteration or repair of any portion of the Premises or Tenant's improvements to the Premises. Tenant may not enter the Premises to begin initial construction on Tenant's improvements or begin any alteration or other work in the Premises until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section 10(b)(i). Failure by Tenant to comply with the terms of this Section 10 shall permit Landlord to declare Tenant in default and to terminate this Lease.

(ii) In accordance with NRS § 108.234(2), Tenant agrees that Landlord's interest in the Premises, Building and Property shall not be subject to, and shall be immune from, the attachment of any lien arising as a result of Tenant's work, including any improvement, construction, alteration or repair in the Premises by Tenant, if Landlord, within three (3) days after obtaining knowledge of the construction, alteration or repair, or the intended construction, alteration or repair, gives notice that Landlord will not be responsible for the improvement by recording a notice in writing to that effect with the Official Records of Clark County Nevada ("Notice of Nonresponsibility"). Notice of Nonresponsibility shall be deemed timely recorded within three (3) days immediately following the effective date of the Lease or by the date of the execution of the Lease by all parties, whichever occurs first. Each Notice of Nonresponsibility recorded pursuant to NRS § 108.234 shall set forth the information required in NRS § 108.234(3) and shall be served and delivered as required therein.

(iii) Tenant shall not allow any liens or claims of liens to be filed against the Premises, Building or the Property, and Tenant shall keep the Premises, Building and the Property free and clear of any mechanic's and materialman's liens or claims thereof arising in connection with any repair or alteration to the Premises performed by Tenant or its contractors. Should any lien or claim of such lien be filed against the Premises, Building or the Property, Tenant shall dismiss or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said claim of lien or lien within said fifteen (15) days, Landlord shall have the absolute right to remove said claim of lien or lien by whatever measures Landlord shall deem convenient including, without limitation, payment of such claim of lien or lien, in which event Tenant shall reimburse Landlord all costs expended by Landlord, including reasonable attorneys fees, in removing said claim of lien or lien. To the extent permitted by NRS 41, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord and its agents, employees and contractors from and against any claims, damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or on behalf of Tenant in the Premises, Building or the Property or Landlord's discharge thereof. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity.

## **11. DAMAGE AND RESTORATION.**

(a) *Termination Right.* If the Premises or the Building is damaged in whole or in part by fire or other cause, and if, based on the estimate of Landlord's architect or contractor, it will take Landlord more than nine (9) months to rebuild the Premises or if the damage occurs during the last six (6) months of the Lease Term and the damage to the Premises is estimated by Landlord to require more than thirty (30) days to repair, then either party may terminate this Lease by written notice served upon the other given within ten (10) days after Tenant's receipt of the estimate of Landlord's architect or contractor or thirty (30) days after the occurrence the damage if it occurs in the last six (6) months of the Lease Term. In the event of any such termination, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall surrender possession of the Premises to Landlord in accordance with this Lease.

(b) *Restoration.* Unless this Lease is terminated as provided above, Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty. In the event the repair and restoration of the Premises extends beyond one hundred eighty (180) days after the date of such casualty due to causes beyond the control of Landlord, this Lease shall remain in full force and effect, and Landlord shall not be liable therefor; but Landlord shall continue to complete such repairs and restoration with all due diligence. If Landlord elects to repair the damage, then Tenant will pay Landlord the portion of the deductible amount under Landlord's insurance allocable to the damage to the Premises. Landlord shall have no obligation to restore any damage that is not covered by the property insurance that Landlord is required to carry under this Lease.

(c) *Rent Abatement.* If the Premises is destroyed or damaged by fire or other cause and Landlord restores the Premises pursuant to the provisions of this Article 11, any Rent payable during the period of such damage, repair or restoration will be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired.

(d) *Lease Governs.* The provisions of this Section 11 will govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Property or the Premises. Tenant waives the

protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the damage or destruction of the Premises or any leased property or that is otherwise inconsistent with this Lease.

## 12. INSPECTION.

Upon prior written notice to Tenant (except in the event of an emergency when no such notice shall be necessary), Landlord shall have the right to enter and inspect the Premises at any reasonable time for the purpose of ascertaining the condition of the Premises, or in order to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; provided, however, Landlord shall use reasonable efforts to minimize any disruption to Tenant's business in the Premises during such entry by Landlord. During the last six (6) months of the Lease Term, Landlord shall have the right to enter the Premises at any reasonable time for the purpose of showing the Premises to prospective third-party tenants; and, during said six (6) months, Landlord shall have the right to erect on the Property and/or Premises suitable signs indicating that the Premises are available for lease.

## 13. ASSIGNMENT AND SUBLETTING.

(a) *General Prohibition.* Except as provided in subsection (b) below, Tenant shall not directly or indirectly, by operation of law or otherwise, assign, sublet, mortgage, hypothecate or otherwise encumber all or any portion of its interest in this Lease or in the Premises or grant any license in to use or occupy the Premises or any part thereof without obtaining the prior written consent of Landlord. Any such attempted assignment, subletting, license, mortgage, hypothecation, other encumbrance or other use or occupancy without the consent of Landlord shall be null and void and of no effect. Any mortgage, hypothecation or encumbrance of all or any portion of Tenant's interest in this Lease or in the Premises and any grant of a license or sufferance of any person other than Tenant or its employees to use or occupy the Premises or any part thereof shall be deemed to be an "assignment" of this Lease.

(b) *Tenant's Right to Assign.* Provided no event of monetary default has occurred and is continuing under this Lease, upon thirty (30) days prior written notice to Landlord, Tenant may assign this Lease to an entity into which Tenant is merged or consolidated or to an entity to which substantially all of Tenant's assets are transferred, provided (i) such merger, consolidation, or transfer of assets is for a good business purpose and not principally for the purpose of transferring Tenant's leasehold estate, and (ii) the assignee or successor entity has a tangible net worth, calculated in accordance with generally accepted accounting principles (and evidenced by financial statements in form reasonably satisfactory to Landlord) at least equal to the tangible net worth of Tenant immediately prior to such merger, consolidation, or transfer. Notwithstanding the foregoing, Landlord agrees and acknowledges that all or a portion of the Premises may be used by another institution of the Nevada System of Higher Education ("NSHE") and that any such use is allowed as a matter of right and shall not constitute an assignment or sublease under this Section.

(c) *Tenant Remains Liable.* Notwithstanding anything in this Lease to the contrary, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times during the Lease Term and any subsequent renewals or extensions remain fully responsible and primarily liable for the payment of the Rent and for compliance with all of Tenant's other obligations under this Lease. If Tenant's assignee or transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee or transferee. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subletting or assignment. Consent by Landlord to one subletting or assignment shall not be deemed to constitute a consent to any other or subsequent attempted subletting or assignment. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord all pertinent information relating to the proposed assignee or sublessee, all pertinent information relating to the proposed assignment or sublease, and all such financial information as Landlord may reasonably request concerning the proposed assignee or subtenant.

(d) *Landlord's Recapture Right.* If Tenant desires to assign this Lease or sublease all of any part of the Premises other than pursuant to subsection (b), Tenant will notify Landlord and Landlord shall, for a period of 30 days after such notice, have the right to terminate the Lease upon written notice to Tenant. If Tenant desires to sublease only a portion of the Premises, and such portion and the remaining portion of the Premises consists of marketable spaces (with any costs to divided the spaces to be paid by Tenant), then the right to terminate may be exercised with respect to only that portion of the Premises to be subleased. If the Lease is terminated only as to a portion of the Premises, Base Rent and Tenant's Pro Rata Share shall be adjusted proportionately.

(e) *Landlord's Approval.* Subject to its right to terminate the Lease as provided above, Landlord agrees not to unreasonably withhold its consent to Tenant's request to assign the Lease or sublease the Premises. Tenant acknowledges that it shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease in any of the following instances:

(i) The assignee or sublessee is not, in Landlord's reasonable opinion, sufficiently creditworthy to perform the obligations such assignee or sublessee will have under this Lease;

(ii) The intended use of the Premises by the assignee or sublessee is not the same as set forth in this Lease or otherwise reasonably satisfactory to Landlord;

(iii) The intended use of the Premises by the assignee or sublessee would materially increase the pedestrian or vehicular traffic to the Premises, Building or the Property;

(iv) Occupancy of the Premises by the assignee or sublessee would, in the good faith judgment of Landlord, violate any agreement binding upon Landlord, or the Property with regard to the identity of tenants, usage in the Property, or similar matters;

(v) The assignee or sublessee is then actively negotiating with Landlord or has negotiated with Landlord within the previous six (6) months, or is a current tenant or subtenant within the Premises or Property;

(vi) The identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Premises or Property; or

(vii) In the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease.

The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease

(f) **Bonus or Sublease Rent.** In the event that the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment, plus any bonus or other consideration therefor or incident thereto) exceeds the Rent payable under this Lease, then Tenant, after the recovery of all reasonable expenses associated with the sublease or assignment, including tenant improvement costs, architectural fees, commissions, and any other reasonable concessions provided, shall be bound and obligated to pay Landlord, as additional rent hereunder, one-half of all such excess Rent and other excess consideration within ten (10) days following receipt thereof by Tenant.

(g) **No Waiver.** If this Lease is assigned or if the Premises is subleased (whether in whole or in part), or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest, or grant of any concession or license within the Premises, or if the Premises are occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect Rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding Section, apply the amount collected to the next Rent payable hereunder; and all such Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

(h) **Landlord's Cost.** Should Tenant request of Landlord the right to assign or sublet its rights under this Lease, Tenant shall pay to Landlord the actual cost of Landlord's reasonable legal fees and a non-refundable administrative fee of \$500.00 per transfer for administrative costs. Tenant shall pay the administrative fee to Landlord concurrently with Tenant's request for approval of the transfer. Landlord's acceptance of such legal fees and the administrative fee shall in no event obligate Landlord to consent to the proposed transfer.

#### 14. DEFAULT.

(a) **Default.** If Tenant (i) fails to pay any Rent or other charge when the same is due and such monetary default continues to exist in full or part at the expiration of five (5) days after written notice is given by Landlord to Tenant; provided, however, Landlord shall only be obligated to provide such written notice to Tenant one (1) time within any calendar year and in the event Tenant fails to timely pay Rent or any other sums for a second time during any calendar year, then Tenant shall be in default for such late payment and Landlord shall have no obligation or duty to provide notice of such non-payment to Tenant prior to declaring an event of default under this Lease, (ii) fails to comply with or observe any other provision of this Lease and such failure shall continue for thirty (30) days after written notice to Tenant except that if such failure can not reasonably be cured within such 30 day period, Tenant shall be afforded such additional cure period as shall be reasonably necessary to effect cure (provided that Tenant is acting in good faith

and with constant diligence to cure such failure); (iii) makes an assignment for the benefit of creditors, (iv) vacates or abandons the Premises for more than thirty (30) days, (v) files or has filed against it a petition in bankruptcy, (vi) has a receiver, trustee or liquidator appointed over a substantial portion of its property, or (vii) is adjudicated insolvent (each of the foregoing each being referred to hereafter as a "Default"), then Tenant shall be in default under this Lease.

(b) **Remedies.** In addition to all of Landlord's other remedies that are available at law or in equity or that are set forth elsewhere in this Lease, all of which remedies will be available to Landlord on a cumulative and non-exclusive basis, in the event of a Default under this Lease by Tenant, Landlord may upon written notice to Tenant (a) terminate this Lease, or (b) terminate Tenant's right of possession to the Premises without terminating this Lease. If Landlord elects to terminate Tenant's right of possession, it may nonetheless, at any time thereafter, elect to terminate this Lease. In either event, Landlord shall have the right to dispossess Tenant, or any other person in occupancy, together with their property, and re-enter the Premises. Upon such re-entry, Tenant shall be liable for (1) all expenses incurred by Landlord in recovering the Premises, including, without limitation, clean-up costs, legal fees, removal, storage or disposal of Tenant's or any other occupant's property, and restoration costs and (2) the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and costs of repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and (3) all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs.

(i) In the event Landlord elects to terminate this Lease, Tenant shall pay to Landlord the sum of (i) all Rent accrued hereunder through the date of termination, together with interest thereon at the Default Rate, (ii) all of the expenses described in the clauses (b)(1) through (3) hereinabove, together with interest thereon at the Default Rate and (iii) an amount equal to all tenant concessions granted to Tenant including, but not limited to, free or reduced rent, all tenant finish constructed within the Premises, or any contribution paid to Tenant in lieu thereof, and (iv) an amount equal to (A) the total rent that Tenant would have been required to pay for the remainder of the Lease Term discounted to present value minus (B) the then present fair rental value of the Premises for such period, similarly discounted. Such present value shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

(ii) In the event Landlord elects not to terminate this Lease, but only to terminate Tenant's right of possession to the Premises, Landlord may re-enter the Premises without process of law if Tenant has vacated the Premises or, if Tenant has not vacated the Premises by an action for ejection, unlawful detainer, or other process of law, including, without limitation, by providing, without process of law, for the non-admittance of Tenant pursuant to NRS § 40.253. No such dispossession of Tenant or re-entry by Landlord shall constitute or be construed as an election by Landlord to terminate this Lease, unless Landlord delivers written notice to Tenant specifically terminating this Lease. Following a Default, Landlord shall have no duty to mitigate its damages or attempt to relet the Premises on Tenant's behalf and Tenant hereby waives any such obligation. If, notwithstanding the foregoing waiver, Nevada law is construed to require Landlord to mitigate its damages following a Default, then (i) Landlord shall have no duty to prioritize the reletting of the Premises over the leasing of other vacant space within the Property, and (ii) Landlord shall not be obligated to accept any prospective tenant proposed by Tenant, unless such proposed tenant meets all of Landlord's leasing criteria. Tenant shall remain liable for all past due Rent and late fees, plus the aforesaid expenses incurred by Landlord to recover possession of the Premises. In addition, Tenant shall be liable for all Rent thereafter accruing under this Lease, payable at Landlord's election: (a) monthly as such Rent accrues, in an amount equal to the Rent payable under this Lease less the rent (if any) collected from any reletting, or (b) in a lump sum within thirty (30) days after Landlord repossesses the Premises, in an amount equal to the total Rent payable under this Lease for the unexpired term, discounted at the rate of six percent (6%), per annum. In the event the Premises are relet, Tenant shall also be liable for all costs of reletting, including, without limitation, any broker's fees, legal fees, and/or tenant finish required to be paid in connection with any reletting.

(c) **Other Remedies.** Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

(d) **Security Interest.** Intentionally omitted.

(e) **Waiver.** No waiver by Landlord of any provision of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any Rent



by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord.

(f) *Landlord's Right to Cure.* In the event Tenant is in Default under any provision of this Lease, other than for the payment of Rent, and Tenant has not cured same within ten (10) days after receipt of Landlord's written notice, Landlord may cure such Default on behalf of Tenant, at Tenant's expense. Landlord may also perform any obligation of Tenant, without notice to Tenant, should Landlord deem the performance of same to be an emergency. Any monies expended by Landlord to cure any such Default(s), or resolve any deemed emergency shall be payable by Tenant as Additional Rent. If Landlord incurs any expense, including reasonable attorney's fees, in prosecuting and/or defending any action or proceeding by reason of any emergency or Default, Tenant shall reimburse Landlord for same, as Additional Rent, with interest thereon at twelve percent (12%) annually from the date such payment is due Landlord.

(g) *Fiscal Fund-Out Termination.* Notwithstanding any other provision, term or condition of this Lease, Tenant, 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 Tenant to terminate pursuant to this Section. Tenant shall not be considered in default of any provision, term or condition of this Lease by terminating pursuant to this Section.

#### **15. SURRENDER OF POSSESSION.**

(a) *Surrender.* Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord, without demand, in as good a condition as when delivered to Tenant, reasonable wear and tear excepted, free and clear of liens and any right or claim of possession arising by under or through Tenant and in accordance with the terms and provisions of Exhibit F hereto.

(b) *Joint Inspection.* Tenant shall give Landlord thirty (30) days written notice prior to Tenant's surrender of the Premises, for the purpose of arranging a joint inspection of the Premises with respect to any obligation to be performed therein by Tenant, including, without limitation, the necessity of any repair or restoration of the Premises. In the event Tenant fails to notify Landlord of such inspection, Landlord's inspection after Tenant vacates shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

(c) *Removal of Trade Fixtures and Alterations.* Upon the expiration or earlier termination of this Lease, Tenant shall remove all trade fixtures and any other Alterations installed by Tenant within the Premises; and, upon such removal, Tenant shall restore the Premises to a condition substantially similar to that condition when received by Tenant. However, notwithstanding the aforesaid, upon Landlord's written election, such Alterations shall revert to Landlord and shall remain within the Premises. In no event shall Landlord have any right to any of Tenant's trade fixtures except as set forth in Section 14(d) above; and, except as otherwise set forth in this Lease, Tenant may remove such trade fixtures upon the termination of this Lease, provided Tenant repairs any damage caused by such removal. If Tenant does not timely remove such property, then Tenant shall be conclusively presumed to have, at Landlord's election (i) conveyed such property to Landlord without compensation or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all expenses arising out of Tenant's failure to remove the property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property.

#### **16. HOLD-OVER.**

If Tenant shall remain in possession of the Premises after the termination of this Lease, and hold over for any reason, Tenant shall become a tenant at sufferance and shall be deemed guilty of unlawful detainer; and Tenant shall be deemed a holdover tenant and shall pay to Landlord monthly Rent equal to one hundred and fifty percent (150%) of the total Rent payable hereunder during the last month prior to any such holdover. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. Should any of Tenant's property remain within the Premises after the termination of this Lease, it shall be deemed abandoned, and Landlord shall have the right to store or dispose of it at Tenant's cost and expense, without waiving Landlord's right to claim from Tenant all expenses arising out of Tenant's failure to remove the property, and without liability to Tenant or any other person.

#### **17. CONDEMNATION.**

If the whole or any part of the Property or the Premises shall be taken in condemnation, or transferred by agreement in lieu of condemnation, either Tenant or Landlord may terminate this Lease by serving the other party with written notice of same, effective as of the taking date; provided in the case of termination by Tenant that at least 50% of the Premises is so taken and the remaining portion of the Premises is not adequate for the purpose set forth in Item

17 of the Basic Lease Provisions of this Lease. If neither Tenant nor Landlord elect to terminate this Lease as aforesaid, then this Lease shall terminate on the taking date only as to that portion of the Premises so taken, and the Rent and other charges payable by Tenant shall be reduced proportionally. Landlord shall be entitled to, and Tenant hereby assigns to Landlord any interests it might have in, the entire condemnation award for all realty and improvements and the value of Tenant's leasehold interest. Tenant shall, to the extent available from the condemning authority and separately awarded to Tenant, be entitled to an award for Tenant's fixtures, personal property, and reasonable moving expenses only, provided Tenant independently petitions the condemning authority for same. Notwithstanding the aforesaid, if any condemnation takes a portion of the parking area the result of which does not reduce the minimum required parking ratio below that established by local code or ordinance, this Lease shall continue in full force and effect without modification.

#### 18. INSURANCE AND INDEMNIFICATION.

**Landlord's Insurance.** Landlord shall maintain in full force and effect policies of insurance covering the Property (other than the contents and alterations of any tenant or occupant, the improvements of any tenant or occupant that are beyond those that are typically constructed by Landlord other than as part of a construction allowance and any portions of the Property that are insured by a tenant or occupant (collectively, the "Excluded Elements") in an amount not less than eighty percent (80%) of the Property's "replacement cost", as such term is defined in such a policy or a Replacement Cost Endorsement attached to such policy, of the Property (other than the Excluded Elements) insuring against physical loss or damage generally included in the classification of "all risk" or "special form" coverage. Tenant shall not do any act which may make void or voidable any insurance on the Premises or Property; and, in the event Tenant's use of the Premises or of any alterations or improvements constructed thereon by or on behalf of Tenant, shall result in an increase in Landlord's insurance premiums, Tenant shall pay to Landlord upon demand, as Additional Rent, an amount equal to such increase in insurance.

(a) **Tenant's Insurance.** During the term of this Agreement and any extension thereof, Tenant shall participate in the self-insurance program of the state of Nevada and will provide a statement of participation upon request. Tenant is self-insured for workers' compensation exposures and claims are administered by a third party administrator.

(b) **Waiver of Right of Recovery.** Tenant and Landlord each assumes all risk with respect to damage to or theft of its respective property located at the Premises and with respect to Tenant, interruption of its business and agrees to look solely to its own insurance (if any) in the case of any damage to the property or with respect to Tenant, interruption of its business. Landlord and Tenant each waive any right of recovery against the other and their respective agents, employees, contractors and managers for any loss or damage with respect to its property, or the Premises or the Building and, with respect to Tenant, any lost business income. Failure of a party to insure shall not void this waiver. Any fire, extended coverage or property insurance policy maintained by Tenant or Landlord shall contain a waiver of subrogation provision. The waivers of right or recovery contained in this provision shall apply EVEN IF THE LOSS OR DAMAGE TO WHICH THIS PROVISION APPLIES IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR TENANT.

(c) **Business Interruption.** Landlord shall not be responsible for, and Tenant releases and discharges Landlord from, and Tenant further waives any right of recovery from Landlord and its agents, employees, contractors and managers for, any loss for or from business interruption or loss of use of the Premises or Property suffered by Tenant in connection with Tenant's use or occupancy of the Premises, EVEN IF SUCH LOSS IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD.

(d) **Exculpation.** Landlord will not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person on or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property, or from other sources or places; (d) any curtailment or interruption in utility services or (e) any act or omission of any other tenant of the Property. Tenant will give Landlord prompt notice upon the occurrence of any accident or casualty at the Premises.

**Indemnification.** To the extent permitted by NRS 41, Tenant agrees to indemnify, hold harmless and defend Landlord, and Landlord's members, partners, officers, directors, shareholders, agents, employees, contractors and property manager (collectively, the "Landlord Indemnitees") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys' fees) (collectively, "Claims") resulting from claims by third parties and

based on (i) any acts or omissions of Tenant, its employees, agent or contractors, or (ii) occurrence of any kind within the Premises or arising out of Tenant's operations at the Property, REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY SUCH LANDLORD INDEMNITEE, or (iii) any breach or default in the performance of any of Tenant's obligations under this Lease. Tenant shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Landlord Indemnitees and the Landlord Indemnitees may not settle such claim without the consent of Tenant, provided (a) Tenant acknowledges to the Landlord Indemnitees in writing that it is responsible for such claim under the terms of this Section and (b) the lawyers selected by Tenant to handle such defense are reasonably satisfactory to the Landlord Indemnitees and such representation does not result in a conflict of interest for such lawyers. The Landlord Indemnitees may participate in the defense of such claim in which case the reasonable expense of the Landlord Indemnitees in defending against such claim shall be paid by Tenant.

#### 19. MORTGAGES.

This Lease is subject and subordinated to any mortgages, deeds of trust or underlying leases, as well as to any extensions or modifications thereof (hereinafter collectively referred to as "Mortgages"), now of record or hereafter placed of record. In addition, Landlord shall have the right to subordinate or cause to be subordinated any such Mortgage to this Lease and in such case, in the event of the termination or transfer of Landlord's estate or interest in the Property by reason of any termination or foreclosure of any such Mortgage, Tenant shall, notwithstanding such subordination, attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. Any subordination shall be self-executing, but Tenant shall, at the written request of Landlord, execute such further assurances as Landlord deems desirable to confirm such subordination. Furthermore, Tenant shall within ten (10) days of demand therefor execute any instruments or other documents which may be required by Landlord or the holder of any Security Document and specifically shall execute, acknowledge and deliver within ten (10) days of demand therefor a subordination of lease or subordination of deed of trust, in the form customarily employed by such holder requesting the document; the failure to do so by Tenant within such time period shall be a material default hereunder.

#### 20. NOTICES.

All notices which are required to be given hereunder shall be in writing, and delivered by either (a) United States registered or certified mail, or (b) an overnight commercial package courier/delivery service with a follow-up letter sent by United States mail; and such notices shall be sent postage prepaid, addressed to the parties hereto at their respective addresses set forth in Items 19 and 20 of the Basic Lease Provisions. Either party may designate a different address by giving notice to the other party of same at the address set forth above. Notices shall be deemed received on the date of the return receipt. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address.

#### 21. PROTECTION OF OWNERS.

(a) *Acts During Period of Ownership.* All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. In the event of a sale or conveyance by Landlord of the Building or the Property, Landlord shall be released from any and all liability under this Lease. If the Security Deposit has been made by Tenant prior to such sale or conveyance, Landlord shall transfer the Security Deposit to the purchaser, and upon delivery to Tenant of notice thereof, Landlord shall be discharged from any further liability in reference thereto.

(b) *Cure Right.* Landlord shall not be in default of any obligation of Landlord hereunder unless Landlord fails to perform any of its obligations under this Lease within thirty (30) days after receipt of written notice of such failure from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be in default if Landlord commences to cure such default within the thirty (30) day period and thereafter diligently prosecutes the same to completion.

(c) *Actions.* Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of Landlord or Landlord's members or partners, and Tenant shall not seek recourse against the individual partners, directors, officers, members or shareholders of Landlord or against Landlord's members or partners or against any other persons or entities having any interest in Landlord, or against any of their personal assets for satisfaction of any liability with respect to this Lease. Any liability

of Landlord for a default by Landlord under this Lease, or a breach by Landlord of any of its obligations under the Lease, shall be limited solely to its interest in the Property, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord, its partners, directors, officers, members, shareholders or any other persons or entities having any interest in Landlord. Tenant's sole and exclusive remedy for a default or breach of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief; Tenant hereby waiving and agreeing that Tenant shall have no offset rights or right to terminate this Lease on account of any breach or default by Landlord under this Lease. Under no circumstances whatsoever shall Landlord ever be liable for punitive, consequential or special damages under this Lease and Tenant waives any rights it may have to such damages under this Lease in the event of a breach or default by Landlord under this Lease.

**22. SECURITY DEPOSIT. Intentionally Omitted.**

**23. ESTOPPEL CERTIFICATES AND TENANT FINANCIALS.**

(a) *Estoppel Certificate.* Upon Landlord's written request, Tenant shall execute and return to Landlord, within ten (10) days, a statement in writing certifying that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay any Rent or to perform any other covenants under this Lease, that there are no uncured Defaults of Landlord or Tenant, and setting forth the dates to which the Rent and other charges have been paid, and any other information reasonably requested by Landlord. In the event Tenant fails to return such statement within said ten (10) days, setting forth the above or, alternatively, setting forth those lease modifications, defenses and/or uncured Defaults, Tenant shall be in default hereunder or, at Landlord's election, it shall be deemed that Landlord's statement is correct with respect to the information therein contained. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee of the Property.

(b) *Tenant Financials.* Intentionally omitted.

**24. SUBSTITUTE PREMISES.**

Subject to the conditions specified in this Section 24, Landlord reserves the right without Tenant's consent, on thirty (30) days' prior written notice to Tenant, to substitute other premises within the Property for the Premises. In each such case, the substituted premises shall (a) contain substantially the same Rentable Area as the Premises, (b) contain comparable tenant improvements, and (c) be made available to Tenant at the then current rental rate for such space, which in no event, shall exceed the per square foot rental rate in effect at the time of such substitution. Landlord shall pay all reasonable moving expenses of Tenant incidental to such substitution of premises.

**25. BROKERAGE.**

Landlord and Tenant each warrant to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only those referred to in Items 22 and 23 of the Basic Lease Provisions ("Brokers") and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. To the extent permitted by NRS 41, Landlord and Tenant each hereby agree to indemnify, defend (with counsel reasonably satisfactory to the other) and hold harmless the other from and against all claims for any brokerage commissions, finders' fees or similar payments by any persons other than those Brokers listed above and all costs, expenses and liabilities incurred in connection with such claims, but not including attorneys' fees and costs.

**26. HAZARDOUS MATERIALS.**

Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, subtenants or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant to determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property. Tenant, at its sole cost and expense, shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Property by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. As defined in any applicable laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant,

its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. As used in the Lease, the term "**Hazardous Materials**" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous material", "hazardous substance," or "hazardous waste", or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, (including, without limitation, NRS §§ 459.428, 459.429, 459.430 and 590.740, each as hereafter amended or supplemented) including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. To the extent permitted by NRS 41, Tenant shall indemnify, defend and hold harmless Landlord, its agents, employees and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Materials (i) brought onto the Premises during the term of this Lease (provided, however, that Tenant shall have no liability under this Lease with respect to underground migration of any Hazardous Materials under the Premises from adjacent properties which neither Tenant nor any Tenant Party contributed to or exacerbated) or (ii) brought onto any portion of the Property, other than the Premises, by Tenant or any contractor, agent, licensee, employee or permittee of Tenant or any other person invited or permitted to remain upon the Property by Tenant (collectively, "Tenant Parties"). Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Materials, unless Landlord specifically agrees thereto in writing at the time of such agreement and such agreement specifically identifies this Section 28. Each of the covenants and agreements of Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

## **27. MISCELLANEOUS.**

(a) **Rules.** Tenant shall occupy the Premises and conduct its business in accordance with the Rules and Regulations, set forth on Exhibit D, attached hereto and made a part hereof.

(b) **Covenants and Conditions.** All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though both words were used in each separate instance. Time is of the essence in the performance by Tenant of all its covenants and conditions.

(c) **Recordation.** This Lease shall not be recorded by Tenant without the prior written consent of Landlord.

(d) **Headings.** The Section headings appearing in this Lease are inserted only as a matter of convenience, and in no way define or limit the scope of any Section.

(e) **Excused Delay.** Except with respect to Tenant's obligation for the payment of Rent hereunder, in the event any obligation to be performed by either Landlord or Tenant is prevented or delayed due to labor disputes, acts of God, inability to obtain materials, government restrictions, casualty, or other causes beyond the control of the parties hereto, the party liable to perform such obligation shall be excused from performing same for a period of time equal to any aforesaid delay.

(f) **Submission Not an Offer.** Submission of this Lease shall not be deemed to be an offer, or an acceptance, or a reservation of the Premises; and Landlord shall not be bound hereby until Landlord has delivered to Tenant a fully executed copy of this Lease, signed by both of the parties on the last page of this Lease (other than any exhibits, schedules or attachments hereto) in the spaces herein provided. Until such delivery, Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained herein to the contrary, Landlord may withhold possession of the Premises from Tenant until such time as Tenant has paid to Landlord the Security Deposit required by Section 22 of this Lease, and the first month of Base Rent as set forth in Section 5 of this Lease.

(g) **Successors and Assigns.** Subject to the terms and conditions hereof, All of the terms of this Lease shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(h) **Governing Law.** This Lease and the parties' respective rights hereunder shall be governed by the laws of the State Nevada with exclusive venue and jurisdiction of the courts in Clark County, Nevada and, if applicable, the federal district in which such county is located.

(i) **Waiver of Jury Trial.** Intentionally omitted.

(j) **Prevailing Party.** In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party in any action pursued in a court of competent jurisdiction all reasonable attorneys' fees, not to exceed \$125 per hour, incurred in such action. Such amounts shall be included in any judgment rendered in any such action or proceeding.

(k) **Survival.** All express representations and warranties of Landlord and Tenant, Tenant's indemnities and liabilities under Sections 10, 15, 16, 18(d) and 18(f) the provisions of Article 26, and all obligations of Tenant to pay Additional Rent hereunder, shall survive the termination of this Lease.

(l) **Severability.** In the event any provision of this Lease is invalid or unenforceable, the same shall not affect or impair the validity or enforceability of any other provision.

(m) **Corporation.** If Tenant is a corporation, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in the State of Nevada, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. If Tenant is a partnership, trust or other entity type, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the terms of such entity's partnership or trust agreement or other organizational documents. Tenant shall provide Landlord on demand with such evidence of such authority as Landlord shall reasonably request, including, without limitation, resolutions, certificates and opinions of counsel.

(n) **Partnership.** If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

(o) **Construing Lease Terms.** This Agreement is the result of arms-length negotiations between Landlord and Tenant and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Lease and this Lease shall not be construed against either party.

(p) **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(q) **Remedies Cumulative.** The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

(r) **OFAC Compliance.**

(i) **Certification.** Tenant certifies, represents, warrants and covenants that:

1. It is not acting and will not act, 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

2. it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

(ii) Indemnity. In accordance with the limitations of NRS 41, Tenant hereby agrees to defend (with counsel reasonably acceptable to Landlord), indemnify and hold harmless Landlord and the Landlord Indemnitees from and against any and all Claims arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants. Tenant will assert the defense of sovereign immunity in all legal actions.

(s) Nondisclosure of Lease Terms. Intentionally omitted.

(t) Inducement Recapture In Event Of Default. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, including, but not limited to, any tenant finish allowance, all of which concessions are hereinafter referred to as "Inducement Provisions" shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the term hereof as the same may be extended. Upon the occurrence of an event of default under this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease, notwithstanding any subsequent cure of said event of default by Tenant. The acceptance by Landlord of rent or the cure of the event of default which initiated the operation of this Paragraph shall not be deemed a waiver by Landlord of the provisions of this Paragraph unless specifically so stated in writing by Landlord at the time of such acceptance.

(u) Guaranty of Lease. This Lease is subject to and conditioned upon Tenant's delivery to Landlord, concurrently with Tenant's execution and delivery of this Lease, of a Guaranty of Lease in the form of and upon the terms contained in Exhibit H attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor specified in Item 21 of the Basic Lease Provisions.

(v) Electronic Signatures. Signatures to this Lease transmitted by telecopy or electronic signatures shall be valid and effective to bind the party so signing. This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and same agreement. FURTHER, THE PARTIES HERETO EXPRESSLY CONSENT AND AGREE THAT THIS LEASE MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THE ELECTRONIC SIGNATURES APPEARING ON THIS LEASE SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AS WELL AS ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

WHEREFORE, Landlord and Tenant have respectively executed this Lease.

LANDLORD:

BROOKHOLLOW BUSINESS PARK LLC,  
a Nevada limited liability company by  
Brookhollow Business Park Operating Partners, LLC  
A California limited liability company, its Manager

By: 

Name: Jeffrey K. Kaplan

Title: Manager

Date: 6/26, 2017

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

Date: 6/5/17

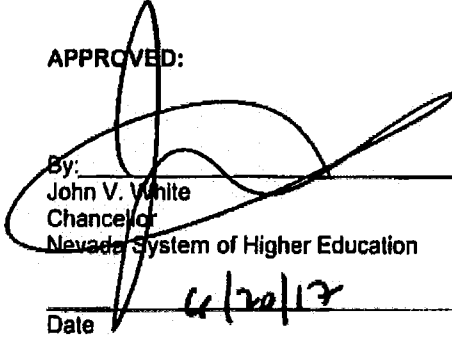
By: 

Len Jessup  
President  
University of Nevada, Las Vegas

6-14-17

Date


APPROVED:

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

Date

6/20/17

APPROVED AS TO LEGAL FORM

By: Elda L. Sidhu / sld 5/26/17   
Elda L. Sidhu  
General Counsel  
University of Nevada, Las Vegas



## ADDENDUM

This Addendum to Industrial Lease and Exhibits thereto (this "Addendum") is an attachment to that certain lease dated July 1, 2017 (the "Lease") by and between Brookhollow Business Park, LLC, a Nevada Limited Liability Company ("Landlord") and Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, School of Medicine ("Tenant") for the real property described as +/- 1,614 square feet of office space at 7310 Smoke Ranch Road, (Suite Q), Las Vegas, NV 89128 (the "Premises"). In the event of any inconsistencies between the provisions of the Lease and this Addendum, the provisions of the Addendum shall prevail.

### Terms

In consideration of the mutual promises, provisions, terms, and conditions herein contained, the parties hereby agree to the following additional provisions of the Lease:

1. **Acceptance of Premises** – Tenant has been in possession of the Premises under a previous Lease Agreement and acknowledges the Premises is in good condition and accepts the Premises in its "as is" condition.
2. **Parking** – Landlord shall provide, free of charge for the initial term of the lease and any extension thereof of, four (4) unreserved parking stalls in the Project.
3. **Fixed Monthly Expenses** – Additional Rent per Paragraph 6 of the Lease Agreement shall be fixed at \$0.30 psf/month during the initial Lease Term and shall not be subject to annual reconciliation. The provisions of Paragraph 6 regarding the payment of a fixed sum for Taxes, Insurance and CAM expenses during the initial Lease term shall not be constructed to relieve Tenant from liability for payment of Tenant's Pro rata Share of Taxes, Insurance and CAM expenses at the time and in the manner set forth in Paragraph 6 during any extensions of the initial Lease Agreement.



Addendum

EXHIBIT A  
PREMISES

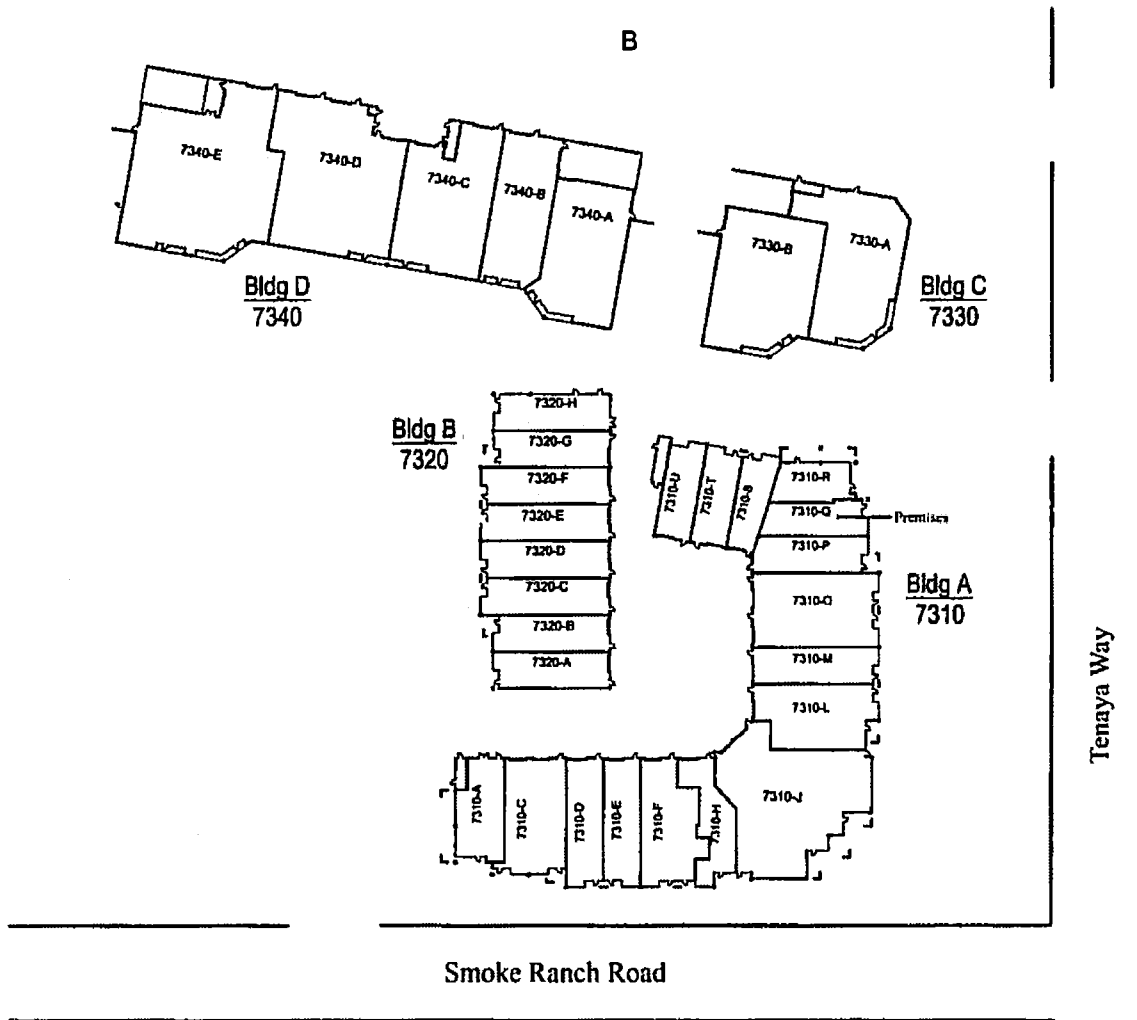


EXHIBIT B

**LEGAL DESCRIPTION OF REAL PROPERTY**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PORTIONS OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AND BEING PORTIONS OF LOT 1, BLOCK 3 AS SHOWN ON THE COMMERCIAL SUBDIVISION MAP OF "LAS VEGAS TECHNOLOGY CENTER" AS RECORDED IN BOOK 38, PAGE 91 OF PLATS, AND RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER AS SHOWN BY MAP THEREOF ON FILE IN BOOK 47, PAGE 35 OF PLATS, ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER, SAID PORTIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 89°40'38" WEST, ALONG THE CENTERLINE OF SMOKE RANCH ROAD, A DISTANCE OF 466.00 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SMOKE RANCH ROAD BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°02'05" EAST A DISTANCE OF 184.50 FEET; THENCE SOUTH 89°57'55" EAST A DISTANCE OF 206.99 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 95.95 FEET; THENCE NORTH 44°57'55" WEST A DISTANCE OF 46.22 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 40.87 FEET; THENCE CURVING TO THE RIGHT ALONG A 20.00 FOOT RADIUS ARC, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 10°39'49", A DISTANCE OF 3.72 FEET; THENCE NORTH 10°41'54" EAST A DISTANCE OF 63.99 FEET; THENCE NORTH 10°16'32" EAST A DISTANCE OF 6.65 FEET; THENCE SOUTH 79°18'06" EAST A DISTANCE OF 153.99 FEET; THENCE CURVING TO THE LEFT ALONG A 20.00 FOOT RADIUS ARC, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 10°22'32", A DISTANCE OF 3.62 FEET; THENCE SOUTH 89°40'38" EAST A DISTANCE OF 83.39 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE (80.00 FOOT RIGHT OF WAY) OF TENAYA WAY; THENCE SOUTH 00°02'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 374.88 FEET; THENCE CURVING TO THE RIGHT ALONG A 25.00 FOOT RADIUS ARC, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°17'17", A DISTANCE OF 39.40 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF SMOKE RANCH ROAD; THENCE NORTH 89°40'38" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 400.87 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 89°40'38" WEST, ALONG THE CENTERLINE OF SMOKE RANCH ROAD A

*a*

DISTANCE OF 466.00 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 234.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°02'05" EAST A DISTANCE OF 104.30 FEET; THENCE NORTH 89°57'55" WEST A DISTANCE OF 16.00 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 40.88 FEET; THENCE SOUTH 89°57'55" EAST A DISTANCE OF 16.00 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 132.78 FEET; THENCE SOUTH 79°18'06" EAST A DISTANCE OF 190.98 FEET; THENCE SOUTH 10°16'32" WEST A DISTANCE OF 6.65 FEET; THENCE SOUTH 10°41'54" WEST A DISTANCE OF 63.99 FEET; THENCE CURVING TO THE LEFT ALONG A 20.00 FOOT RADIUS ARC, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 10°39'49", A DISTANCE OF 3.72 FEET; THENCE SOUTH 00°02'05" WEST A DISTANCE OF 40.87 FEET; THENCE SOUTH 44°57'55" EAST A DISTANCE OF 46.22 FEET; THENCE SOUTH 00°02'05" WEST A DISTANCE OF 95.95 FEET; THENCE NORTH 89°57'55" WEST A DISTANCE OF 206.99 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL C:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 00°02'05" EAST, ALONG THE CENTERLINE OF TENAYA WAY, A DISTANCE OF 617.35 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 79°18'06" WEST A DISTANCE OF 40.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TENAYA WAY, BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°02'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 174.67 FEET; THENCE NORTH 89°40'38" WEST A DISTANCE OF 83.39 FEET; THENCE CURVING TO THE RIGHT ALONG A 20.00 FOOT RADIUS ARC, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 10°22'32", A DISTANCE OF 3.62 FEET; THENCE NORTH 79°78'06" WEST A DISTANCE OF 153.99 FEET; THENCE NORTH 10°16'32" EAST A DISTANCE OF 5.16 FEET; THENCE NORTH 10°41'54" EAST A DISTANCE OF 181.84 FEET; THENCE SOUTH 79°18'06" EAST A DISTANCE OF 207.33 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL D:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 00°02'05" EAST, ALONG THE CENTERLINE OF TENAYA WAY, A DISTANCE OF 617.35 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 79°16'06" WEST A DISTANCE OF 248.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 10°41'54" WEST A DISTANCE OF 181.84 FEET; THENCE SOUTH 10°16'32" WEST A DISTANCE OF 5.16 FEET; THENCE NORTH 79°18'06" WEST A DISTANCE OF 190.98 FEET; THENCE SOUTH 00°02'05" WEST A DISTANCE OF 14.25 FEET; THENCE NORTH 79°18'06" WEST A DISTANCE OF 231.70 FEET; THENCE NORTH 10°41'54" EAST A DISTANCE OF 201.00 FEET; THENCE SOUTH 79°18'06" EAST A DISTANCE OF 420.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL E:**

**A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL AS GRANTED IN THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIONS RECORDED NOVEMBER 22, 1994 IN BOOK 941122 AS DOCUMENT NO. 01698 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA;**

**A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND BEING THAT PORTION OF THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS NOT LYING WITHIN THE BOUNDARY OF PARCEL "A" OF BROOKHOLLOW PHASE 1, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, ALONG THE CENTERLINE OF SMOKE RANCH ROAD (100.00 FOOT RIGHT OF WAY) NORTH 89°40'38" WEST, A DISTANCE OF 466.00 FEET; THENCE NORTH 00°02'05" EAST, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SMOKE RANCH ROAD, BEING THE TRUE POINT OF BEGINNING;**

**THENCE NORTH 89°40'38" WEST, ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 64.00 FEET; THENCE SOUTH 89°40'38" EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°02'05" WEST A DISTANCE OF 64.00 FEET TO THE TRUE POINT OF BEGINNING.**

*Handwritten signature or mark.*

**EXHIBIT C  
INTENTIONALLY OMITTED**

C-1

**EXHIBIT D  
RULES AND REGULATIONS**

Tenant agrees to comply with the following rules and regulations, and any subsequent rules or regulations which Landlord may reasonably adopt or modify from time to time. Tenant shall be bound by such rules and regulations to the same extent as if such rules and regulations were covenants of this Lease; and any non-compliance thereof shall constitute grounds for Default under this Lease. Landlord shall not be liable for the non-observance of said rules and regulations by any other tenant.

1. Tenant shall not use any picture or likeness of the Property in any notices or advertisements, without Landlord's prior written consent.
2. In the event Tenant requires any telegraph, telephone or satellite dish connections, Landlord shall have the right to prescribe additional rules and regulations regarding the same including, but not limited to, the size, manner, location and attachment of such equipment and connections.
3. No additional locks shall be placed upon any door of the Premises, and Tenant shall not permit any duplicate keys to be made, without the prior consent of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises and Property.
4. Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, or carry on any mechanical business within the Premises. Tenant shall not use any fuel source within the Premises other than the fuel source(s) provided by Landlord.
5. Tenant shall not permit within the Premises any animals other than service animals; nor shall Tenant create or allow any foul or noxious gas, noise, odors, sounds, and/or vibrations to emanate from the Premises, or create any interference with the operation of any equipment or radio or television broadcasting/reception from within or about the Property, which may obstruct or interfere with the rights of other tenant(s) in the Property.
6. All sidewalks, loading areas, stairways, doorways, corridors, and other common areas shall not be obstructed by Tenant or used for any purpose other than for ingress and egress. Landlord retains the right to control all public and other areas not specifically designated as the Premises, provided nothing herein shall be construed to prevent access to the Premises or the common areas of the Property by Tenant or Tenant's invitees.
7. Tenant shall not install any window treatments other than existing treatments or otherwise obstruct the windows of the Premises without Landlord's prior written consent.
8. After business hours, Tenant shall lock all doors and windows of the Premises which enter upon any common areas of the Property; and Tenant shall be liable for all damages sustained by Landlord or other tenants within the Property resulting from Tenant's default or carelessness in this respect.
9. Any person(s) who shall be employed by Tenant for the purpose of cleaning the Premises shall be employed at Tenant's cost. To the extent permitted by NRS 41, Tenant shall indemnify and hold Landlord harmless from all losses, claims, liability, damages, and expenses for any injury to person or damage to property of Tenant, or third persons, caused by Tenant's cleaning contractor.
10. Tenant shall not canvass or solicit business, or allow any employee of Tenant to canvass or solicit business, from other tenants in the Property, unless the same is within the scope of Tenant's normal business.
11. Landlord reserves the right to place into effect a "no smoking" policy within all or selected portions of the common areas of the Property, wherein Tenant, its agents, employees and invitees shall not be allowed to smoke. Tenant shall not be allowed to smoke in any common stairwells, elevators or bathrooms; nor shall Tenant dispose of any smoking material including, without limitation, matches, ashes and cigarette butts on the floors of the Property, about the grounds of the Property, or in any receptacle other than a specifically designated receptacle for smoking.

**EXHIBIT E  
HVAC MAINTENANCE CONTRACT**

Tenant agrees to enter into and maintain through the Term of the Lease, a regularly scheduled preventative maintenance/service contract for servicing all hot water, heating and air conditioning systems and equipment within the Premises. Landlord requires Tenant to retain a qualified HVAC contractor to perform this work. A copy of the service contract must be provided to the Landlord within sixty (60) days upon occupancy of the Premises.

The service contract must become effective within thirty (30) days of Tenant's occupancy, and service visits should be performed on a quarterly basis. Landlord agrees that Tenant may utilize Landlord's HVAC contractor at the rate Landlord would pay for such contract. Landlord suggests that Tenant send the following list to a qualified HVAC contractor to be assured that these items are included in the maintenance contract:

1. Adjust belt tension;
2. Lubricate all moving parts, as necessary;
3. Inspect and adjust all temperature and safety controls;
4. Check refrigeration system for leaks and operation;
5. Check refrigeration system for moisture;
6. Inspect compressor oil level and crank case heaters;
7. Check head pressure, suction pressure and oil pressure;
8. Inspect air filters and replace when necessary;
9. Check space conditions;
10. Check condensate drains and drain pans and clean, if necessary;
11. Inspect and adjust all valves;
12. Check and adjust dampers; and
13. Run machine through complete cycle.



**EXHIBIT F  
MOVE-OUT CONDITIONS**

Notwithstanding anything to the contrary in this Lease, Tenant is obligated to check and address prior to move-out of the facility the following items. Landlord expects to receive the space in a well maintained condition, with normal wear and tear of certain areas acceptable. The following list is designed to assist Tenant in the move-out procedures but is not intended to be all inclusive.

1. All lighting is to be placed into good working order including, without limitation, replacement of bulbs, ballasts, and lenses as needed.
2. All truck doors and dock levelers should be serviced and placed in good operating order. This would include the necessary replacement of any dented truck door panels and adjustment of door tension to insure proper operation. All door panels which are replaced need to be painted to match the building standard.
3. All structural steel columns in the warehouse and office should be inspected for damage and Tenant shall be responsible for repairing any damage to such structural steel columns caused by or attributable to Tenant, its agents, employees or invitees. Repairs of this nature should be pre-approved by the Landlord prior to implementation.
4. Heating/air-conditioning systems should be placed in good working order, including the necessary replacement of any parts to return the unit to a well maintained condition. This includes warehouse heaters and exhaust fans. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition.
5. All holes in the sheetrock walls should be repaired prior to move-out.
6. The carpets and vinyl tiles should be in a clean condition and should not have any holes or chips in them. Landlord will accept normal wear on these items provided they appear to be in a maintained condition.
7. Facilities should be returned in a clean condition which would include cleaning of the coffee bar, restroom areas, windows, and other portions of the space.
8. The warehouse should be in broom clean condition with all inventory and racking removed. There should be no protrusion of anchors from the warehouse floor and all holes should be appropriately patched. If machinery/equipment is removed, the electrical lines should be properly terminated at the nearest junction box.
9. All exterior windows with cracks or breakage should be replaced.
10. The Tenant shall provide to Landlord the keys for all locks on the Premises, including front doors, rear doors, and interior doors.
11. Items that have been added by the Tenant and affixed to the Property (excluding personal property and equipment that are not fixtures) will remain the property of Landlord, unless agreed otherwise in this Lease. This would include but is not limited to mini-blinds, air conditioners, electrical, water heaters, cabinets, flooring, etc, normal wear and tear excepted. Except as otherwise set forth in this Lease, please note that if modifications have been made to the space, such as the addition of office areas, Landlord retains the right to have the Tenant remove these at Tenant's expense.
12. All electrical systems should be left in a safe condition that conforms to code. Bare wires and dangerous installations should be corrected prior to move-out.
13. All plumbing fixtures should be in good working order, including the water heater. Faucets and toilets should not leak.
14. All dock bumpers must be left in place and well secured.

Notwithstanding the foregoing and except as otherwise set forth in this Lease, Tenant agrees to surrender the Premises to Landlord in substantially the same condition as exists at the time that Tenant occupies the Premises and opens for business.

**EXHIBIT G**  
**TENANT COMMENCEMENT CERTIFICATE**

To: **BROOKHOLLOW BUSINESS PARK LLC ("Landlord")**  
From: \_\_\_\_\_ ("Tenant")  
Date: \_\_\_\_\_, 20\_\_\_\_  
RE: Property Address: \_\_\_\_\_  
\_\_\_\_\_

The undersigned, as an authorized representative of the Tenant under that certain Lease (the "Lease") dated \_\_\_\_\_, 20\_\_\_\_, as modified (if applicable) by amendment(s) dated \_\_\_\_\_, 20\_\_\_\_, hereby certified that:

1. Tenant has accepted possession and entered into occupancy of the Premises described in the Lease as of \_\_\_\_\_, 20\_\_\_\_.
2. The Commencement Date of the Lease [or the commencement of the term for the expansion of the Premises] was/is: \_\_\_\_\_, 20\_\_\_\_.
3. The Expiration Date of the Lease is: \_\_\_\_\_, 20\_\_\_\_.
4. The Lease is in full force and effect.

Very truly yours,

TENANT

\_\_\_\_\_  
a \_\_\_\_\_

**[NOT FOR EXECUTION - SAMPLE ONLY]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*A*