

## **BOARD OF REGENTS BRIEFING PAPER**

1. **AGENDA ITEM TITLE:** First Amendment to Standard Office Lease between UNLV on behalf of the Kirk Kerkorian School of Medicine and 3010 Westbay LLC for property located at 3016, 3014, and 3010 West Charleston Boulevard

**MEETING DATE:** April 22, 2022

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

The Board of Regents' Handbook defines a long-term lease agreement as one that is for a period greater than five years or alternatively, where the value is over \$500,000 in total lease payments. The Standard Office Lease Agreement (the "**Lease**") between Westbay, LLC (the "**Landlord**") and the Board of Regents of the Nevada System of Higher Education, on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (the "**UNLV KSOM**"), meets both of these criteria. The First Amendment to Standard Office Lease is incorporated herein as "**Attachment A.**"

#### Background Information

UNLV KSOM is requesting approval of the First Amendment to Standard Office Lease (the "**First Amendment**") which will grant UNLV the ability to expand into 3014 West Charleston Boulevard, Suite 150 (the "**Expansion Space**") and extend the term through August 31, 2029. This would expand the Premises by an additional 6,351 rentable square feet ("**RSF**") and provide KSOM with a total of 36,648 RSF. The First Amendment will also extend the term of the Lease through August 31, 2029, with two 36-month extension options.

The Lease, which was approved by the Board of Regents at its September 7-8, 2017 meeting, provided UNLV KSOM with 30,297 RFS (the "**Current Space**") and is scheduled to expire on August 31, 2023. The Lease is incorporated hereto as "**Attachment B.**"

The Premises is currently occupied by KSOM and the UNLV Medical School Practice Plan (the "**UNLV Med**") and provides office space for the Department of Psychology, call/access center for faculty clinical appointments, billing, compliance, facilities/space planning, finance, human resources, and managed care. The additional space will allow additional occupants including the KSOM administrative team, development, marketing, communications, IT, Finance, and senior management.

The Expansion Space will accommodate limited and targeted replacement space needs for existing KSOM leased space at 2040 West Charleston Boulevard. The lease for 2040 West Charleston Boulevard concludes on October 31, 2022. A portion of the occupants will move into the Medical Education Building (the "**MEB**") when it is complete in 2022. With the MEB space being largely oriented towards student academic, study, support and other student focused spaces, and with the conclusion of the 2040 West Charleston space lease, it has been determined that a limited amount of leased office space is still needed.

#### Lease Terms and Financial Summary

The First Amendment will extend the current expiration date of the Lease from August 31, 2023, to August 31, 2029, with two (2) thirty-six (36)-month extension options (the "**Options**"). If both options are exercised, the lease term would conclude on August 31, 2035. The addition of Suite 150 in 3014 West Charleston Boulevard will provide an additional 6,351 RSF and expand the space from the current 30,297 square feet to a total of 36,648 RSF.

The monthly price per square foot ("**PSF**") for the Current Space will follow the original lease terms through August 31, 2023. The rent for the Current Space starting September 1, 2022, is \$1.80 or \$21.60 annually. The rent for the Expansion Space will be \$1.90 or \$22.80 annually. Total monthly rent for the first year equates to \$66,626.16 or \$799,513.92 annually. The lease rate will escalate three percent (3%) annually. The cost of the First Amendment will be funded by UNLV KSOM. As of the fourth quarter of 2021, the average full-service lease rate for Class B office space in the Downtown submarket is \$1.99 PSF.

Below is a summary of the First Amendment cost over the original 72-month term and extension options.

<b>Lease Period</b>	<b>Cost</b>
Original 72 Months	\$6,472,437.09
First Extension Option	\$3,176,366.84
Second Extension Option	\$3,470,901.81
Total Cost Including Two Extension Options	\$13,119,705.74

In the event of insufficient funds being appropriated, budgeted, or otherwise made available to UNLV KSOM from State and/or Federal sources, UNLV KSOM agrees to set aside funds to pay the remaining rent due to the Landlord during the 90-day notice period required under the terms of the Lease.

The Landlord will provide improvements to the Expansion Space as provided in the First Amendment as well as paint and flooring to the Current Space on or before January 31, 2024.

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

UNLV President Keith E. Whitfield requests approval of the First Amendment to Standard Office Lease for property located at 3016 West Charleston Boulevard, Suites 100, 110, and 205; 3014 West Charleston Boulevard, Suites 110, 130 and 150; and 3010 West Charleston Boulevard Suites, 150 and 125, also commonly known as Clark County Assessor parcel numbers 139-32-405-017, 139-32-405-018, and 139-32-405-026. President Whitfield further requests that the Chancellor be granted authority to execute the First Amendment, and any ancillary documents needed to implement the terms and conditions associated with the First Amendment, as deemed necessary and appropriate by the NSHE Chief General Counsel.

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

With the expiration of the lease agreement at 2040 West Charleston taking place on October 31, 2022 and UNLV KSOM's move to the Medical Education Building – which supports a portion of the 2040 West Charleston administrative space relocation needs – it has been determined that UNLV KSOM will need additional space to relocate other current administrative staff.

### **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**

- Providing desirable and efficient facilities assists in attracting accomplished researchers, faculty, and students, thus creating a robust research and educational environment.
- High quality medical and health care professionals are in great demand in Southern Nevada and providing first-class facilities to support the growth of medical and health science programs will educate a greater number of healthcare professionals.
- An early termination clause is included in the Lease that allows for termination of the Lease, should funding be discontinued.
- It is difficult within the Las Vegas Medical District to acquire a large amount of rentable space in one location to accommodate staff relocation and future growth needs.

- The Landlord has agreed to provide a full buildout of the Expansion Space and new flooring and paint for the Current Space.

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

- KSOM currently leases space within Westbay and the expansion will allow UNLV and KSOM groups to be co-located to provide collaboration between departments.
- Additional 6,351 SF will provide space needed to support the relocation of existing administrative staff and faculty.

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

The First Amendment is a long-term commitment that will eliminate the opportunity to relocate to another property should rental rates be reduced in the future. Should funding sources no longer be available, UNLV KSOM will be responsible for rent payments during the 12-month notice period.

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

Continue to investigate other properties.  
Condense users into smaller spaces.

**9. RECOMMENDATION FROM THE CHANCELLOR’S OFFICE:**

**10. COMPLIANCE WITH BOARD POLICY:**

- Consistent With Current Board Policy: Title #4 Chapter #10 Section #1(9), Table 9.1
- Amends Current Board Policy: Title # \_\_\_\_\_ Chapter # \_\_\_\_\_ Section # \_\_\_\_\_
- Amends Current Procedures & Guidelines Manual: Chapter # \_\_\_\_\_ Section # \_\_\_\_\_
- Other: \_\_\_\_\_
- Fiscal Impact: Yes  No \_\_\_\_\_
- Explain: The total cost of the Lease for the Original 72-month term is \$6,472,437.09 and \$13,119,705.74 if all Options are exercised. Lease payments will be funded by UNLV KSOM.

**Attachment A**  
**First Amendment to Lease**

**FIRST AMENDMENT**  
**TO STANDARD OFFICE LEASE**

This FIRST AMENDMENT TO STANDARD OFFICE LEASE (“**First Amendment**”), is made by and between 3010 Westbay LLC, a Delaware limited liability company (“**Landlord**”) and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE (formerly known as “The University of Nevada, Las Vegas, School of Medicine”) (“**Tenant**,” and with Landlord, the “**Parties**”).

This First Amendment is effective as of the last date any authorized signatory affixes his/her signature below (“**Effective Date**”).

**WITNESSETH:**

WHEREAS, in accordance with that certain Assignment and Assumption Agreement, by and between OMININET WESTBAY, LP, a Delaware limited partnership, and 3010 Westbay LLC, a Delaware limited liability company, dated October 22, 2018, which is incorporated herein by reference. Landlord is now the legal owner of the multi-building project commonly known as Westbay Office Park which includes the “**Premises**” located at 3010, 3014 and 3016 West Charleston Blvd, Las Vegas, Nevada 89102, as described in that certain Standard Office Lease executed by and between OMININET WESTBAY, LP, a Delaware limited partnership, and Tenant dated October 5, 2017 (the “**Lease**”), pursuant to which Tenant is currently leasing 30,297 square feet of space from Landlord.

WHEREAS, the Parties now desire and agree to modify the Lease as provided in this First Amendment.

WHEREAS, the Lease is set to expire on August 31, 2023 (“**Original Term**”).

WHEREAS, Landlord and Tenant have agreed to Tenant’s lease of additional space at 3014 West Charleston Boulevard, Suite 150, consisting of 6,351 square feet (“**Expansion Space**”).

WHEREAS, in consideration of Tenant agreeing to lease the Expansion Space and to extend the Term, Landlord has agreed to complete (i) certain tenant improvements within the Expansion Space and (ii) provide Tenant with flooring and paint within the Premises other than the Expansion Space (“**Current Premises**”) before December 31, 2024.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease shall be amended as follows:

1. ARTICLE 1, Section A, “Term.” The Term is hereby amended as follows:
  - A. The term of the Lease shall be extended through August 31, 2029 (“**Expiration Date**”)
  - B. Provided Tenant has not been in default prior to the commencement date of the applicable Extended Term Tenant shall have an option (the “**Option**”) to extend the Term (which option may be exercised as to the entire then-current Premises only, and not as to a portion or portions thereof) for two (2) periods of three (3) years each (the “**Extended Term[s]**”). The Option shall be exercisable for any Extended Term by irrevocable written notice given to Landlord no later than six (6) months nor earlier than eighteen (18) months prior to the expiration of the Original Term and the first Extended Term, respectively. Tenant may not exercise the Option as to any Extended Term unless it has exercised the Option for the prior Extended Term(s). If Tenant fails to exercise the Option for any Extended Term when required, the Option shall be of no further force or effect. If the Option is timely exercised as to any Extended Term, then all of the covenants and agreements contained in this Lease shall apply during such Extended Term, except that monthly Basic Rental during the Extended Term shall be as follows: The monthly Basic Rental for the first year of each Extended Term shall be the Basic Rental in effect immediately prior to the applicable Extended Term, increased by three percent (3%). The monthly Basic Rental owed during the respective Extended Terms shall increase by three percent (3%) percent each year on each anniversary date of the Lease. The Option is personal to the NEVADA SYSTEM OF HIGHER EDUCATION (“**Original Tenant**”), and may be exercised only so long as Original Tenant occupies the Premises without assigning this Lease or subletting any part of the Premises, and may not be exercised or assigned by or to any person or entity other than Original Tenant, without Landlord’s prior written consent. The Option is not assignable apart from this Lease, nor may the Option be separated from this Lease in any manner, including by reservation, without Landlord’s prior written consent. Notwithstanding Article 15(d) no use of any portion of the Premises for the Permitted Use by another institution of the Nevada System of Higher Education shall be deemed an assignment or subletting.

2. ARTICLE 1, Section B, “Square Footage.” The aggregate rentable square footage under the Lease is hereby amended as follows:

Address	Suite	Approximate Square Feet
3016 W. Charleston	100	12,391 rentable
3016 W. Charleston	110	3,752 rentable
3016 W. Charleston	205	2,875 rentable
3010 W. Charleston	150	3,455 rentable

3010 W. Charleston	125	2,610 rentable
3014 W. Charleston	110 and 130	5,214 rentable
3014 W. Charleston- (Expansion Space)	150	6,351 rentable
Total Aggregate Square Feet (Current Premises And Expansion Space)		36,648 rentable

3. ARTICLE 1, Section B, “Basic Rental.” Monthly Basic Rental is hereby amended as follows:

Monthly Rent	Sq. Ft.	July 1, 2022- August, 31, 2022	September 1, 2022- August 31, 2023	September 1, 2023- August 31, 2024	September 1, 2024-August 31, 2025	September 1, 2025- August 31, 2026	September 1, 2026- August 31, 2027	September 1, 2027- August 31, 2028	September 1, 2028- August 31, 2029
Total Current Space	30,297	\$52,970.15	\$54,559.26	\$59,291.23	\$61,069.97)	\$62,902.06)	\$64,789.13.	\$66,732.80	\$68,734.78
Expansion Space	6,351	\$12,066.90	\$12,066.90	\$12,428.91	\$12,801.77)	\$13,185.83	\$13,581.40.	\$13,988.84	\$14,408.51

\*If the Expansion Space is delivered to Tenant prior to July 1, 2022, the initial daily Basic Rental on the Expansion Space prior to July 1, 2022 shall be based on the number of days from the Substantial Completion Date (defined below) through and including June 30<sup>th</sup>, 2022 at a rate of \$402.23 per day.

4. ARTICLE 23 “Parking.” Parking is hereby amended by adding the following sentence at the end of the paragraph:

During the term of the Lease, Landlord, at no cost to Tenant (except for any taxes as further described in the second sentence of this paragraph), shall allow Tenant the use of six (6) additional covered spaces under the carport area in a mutually agreed upon location based on spaces available at the time.

5. Delivery of Expansion Premises:

- a. Landlord at its sole cost and expense, will use commercially reasonable efforts, subject to Force Majeure, to complete certain improvements to the Expansion Premises as defined in Exhibit “A”, “TI-Specification and Draft Floor Plans” (“**Landlord’s Expansion Work**”), within ninety (90) days of the “Effective Date” of this First Amendment. Monthly Basic Rental for the Expansion Space shall become due and payable on the date Landlord provides notice to Tenant

that “Substantial Completion” of the improvements has occurred in the Expansion Space (“**Substantial Completion Date**”). For purposes of this First Amendment, Substantial Completion shall mean that the Landlord’s Expansion Work is substantially completed in accordance with the Exhibit A, “TI-Specification and Draft Floor Plans, and a temporary or permanent certificate of occupancy (or local equivalent) has been issued for the Premises (or would have been issued but for completion of any work required by Tenant or desired by Tenant, installation of fixtures and equipment, any other work, if any, specifically designated in this First Amendment as being Tenant’s responsibility and/or any other work necessary to construct and complete construction of the Premises for occupancy by Tenant). The commencement of Basic Rental and Additional Rent is subject to adjustment on a day-for-day basis by Landlord at its reasonable discretion for delays in completion of the Landlord’s Expansion Work caused by delays by Tenant, extra lead time required for items set forth on Exhibit A, and change orders made after execution of this First Amendment.

b. Landlord at its sole cost and expense, will provide Tenant with paint and flooring replacement (“**Landlord’s Current Premises Work**”) throughout the Current Premises on or before December 31, 2024, with the same flooring and paint described in Exhibit “A”, “TI Specifications and Draft Floor Plans”. In the event any such specific flooring or paint is unavailable as of the date Landlord intends to contract for Landlord’s Current Premises Work, Landlord shall notify Tenant and the respective parties shall within ten (10) business days mutually agree to a substitute of similar cost and quality. Tenant shall cooperate and timely move all items which shall be required to be moved in order to perform Landlord’s Current Premises Work (including but not be limited to the moving of all equipment, furniture, fixtures and Tenant records).

Tenant acknowledges that the Landlord’s Current Premises Work will be performed during weekdays during the day and is likely to involve noise, vibrations, dirt, dust, debris, odors, and other conditions that may interfere with or disrupt Tenant’s business in the Premises, and that the work may also result in temporary interference with access to the Premises or alteration or reduction of on-site parking, disruption or reduction of utilities, HVAC or other services, erection of barricades, and other conditions that may interfere with or disrupt Tenant’s business in the Premises or may otherwise inconvenience or damage Tenant. Tenant shall make the Premises available at all such times required by Landlord. Notwithstanding anything to the contrary set forth in the Lease, Landlord shall have no responsibility for, and Tenant assumes all risk of, any loss of, or damage or injury to, Tenant’s business in the Premises (including, but not limited to, any reduction in business volume at the Premises experienced by Tenant), and Tenant hereby waives any cause of action, claim, cross-claim, counterclaim, third party claim or any other claim, whether in equity or law,

and whether in tort or in contract, and all other rights and remedies, whether or not expressly set forth in the Lease or this First Amendment (including, but not limited to, any right to abate rents, vacate or abandon the Premises and/or cancel or terminate the Lease), based on, arising out of, or connected with, either directly or indirectly, any term, provision, matter, fact, event or occurrence related to Landlord's Current Premises Work, nor shall the same be deemed a constructive or actual eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment. Landlord shall not be liable for any direct or consequential losses or damages resulting from any failure to complete by any particular date or at all, including, by way of example and without limitation, as may be due to delay in completion of the Landlord's Current Premises Work, nor shall this First Amendment be void or voidable in the event of any such delay, and all of Tenant's covenants and obligations under the Lease, shall continue to apply.

6. Insurance. Article 14 (b) shall be amended to reflect the addition of the following sentence immediately following the end of the paragraph: All insurance provided for in Section 14(a) shall (i) name Landlord, and The Krausz Companies, LLC, Landlord's property manager, Landlord's lender, and any other party designated by Landlord, as additional insureds; (ii) be primary and not contributory with any coverage that Landlord or any other additional insured may carry; (iii) contain a severability of interest clause and a cross-liability endorsement; (iv) be in form and content reasonably acceptable to Landlord; and (v) provide that said insurance shall not be canceled or materially changed unless 30 days' prior written notice (10 days in the event of a renewal) shall have been given to Landlord and any mortgagee of Landlord. Tenant shall deliver said policies or certificates thereof to Landlord on or before taking possession of the Expansion Space, and thereafter within 10 days of request by Landlord from time to time and at least 30 days before the expiration thereof. It is understood and agreed that the limits of insurance provided to the additional insureds shall be equal to the limits of the insurance policy as required for the named insured.

7. ARTICLE 31, "Signage Directory." is hereby replaced in its entirety as follows:

Provided Tenant is not in default hereunder, Landlord, at Landlord's sole cost and expense, shall install (i) one (1) line in the lobby directory, if any, during the Term for Suite 150, and (ii) to the extent not existing applicable floor signage consistent with signage granted to tenants on other multi-tenant floors of the Project (collectively, "**Tenant's Suite Signage**"). Any revisions to the initial Tenant's Signage, if any, shall be made at Tenant's sole cost and expense. In addition, Tenant shall have the right, at Tenant's sole cost, to display its identification signage on an additional half panel of the Project multi-tenant signage monument and one identification sign on the façade of the buildings located at 3016, 3010, and 3014 W. Charleston Blvd., Las Vegas, Nevada 89102 to the extent not currently existing (collectively, "**Tenant's Monument and Building Signs**"). Collectively, Tenant's Suite Signage and Tenant's Monument and



Building Signs are referred to herein as “**Tenant’s Signage.**” Tenant’s Signage shall be subject to Landlord’s prior approval as to, without limitation, size, design, location, graphics, materials, colors and similar specifications and shall be consistent with the exterior design, materials and appearance of the Project and the Project’s signage program and shall be further subject to all matters of record and all applicable governmental laws, rules, regulations, codes and Tenant’s receipt of all permits and other governmental approvals and any applicable covenants, conditions and restrictions. Tenant’s Signage shall be personal to the Original Tenant and may not be assigned to any assignee or sublessee, or any other person or entity. Landlord has the right, but not the obligation, to oversee the installation of Tenant’s Signage. The cost to maintain and operate, if any, Tenant’s Signage shall be paid for by Tenant, and Tenant shall be separately metered for such expense (the cost of separately metering any utility usage shall also be paid for by Tenant). Upon the expiration of the Term, or other earlier termination of this Lease, Tenant shall, at Tenant’s sole cost, cause the removal of Tenant’s Signage (provided that Landlord shall have the right, at its election, to perform such removal on behalf of Tenant, at Tenant’s expense). Such costs shall (i) be payable within three (3) business days following written demand therefor from Landlord, and (ii) include, without limitation, the cost to repair and restore the Project to its original condition, normal wear and tear excepted. All costs to modify, maintain, repair or replace Tenant’s Signage shall be borne by Tenant.

8. Except as expressly amended in this First Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this First Amendment and the terms of the Lease, the terms of this First Amendment shall prevail.
9. Successors and Assigns. This First Amendment shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.
10. Third Party Consent. Each party confirms that no third-party consent is required to execute this First Amendment on their part of, if consent is required, such party obtained such consent.
11. INTENTIONALLY DELETED.
12. No Undisclosed Brokers. Tenant warrants and represents that it has not dealt with any other real estate broker or agent in connection with this First Amendment or its negotiation. Tenant shall indemnify, defend, and protect Landlord against and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this First Amendment or its negotiation. Tenant's obligations under this paragraph shall survive the expiration of the Lease term or earlier termination of the Lease.
13. Notices. Landlord confirms its notice address and Basic Monthly Rent and Additional

Rent payment address for purposes of Article 1 Basic Lease Provisions 1. and Article 30 (l) of the Lease is as follows:

Notices: The Krausz Companies LLC c/o SKR Real Estate Services, LLC Attn: Property Manager, 6029 S. Fort Apache Rd., Suite 100, Las Vegas, NV 89148 with an e-mail copy to: legal-notices@krauszco.com.

Rent: 3010 Westbay, LLC c/o SKR Real Estate Services, LLC Attn: Property Manager, 6029 S. Fort Apache Rd., Suite 100, Las Vegas, NV 89148

Tenant hereby confirms that its notice address for purposes of Article 30 (l) is as follows:

University of Nevada, Las Vegas  
Kirk Kerkorian School of Medicine at UNLV  
Attn: Dean  
4505 S. Maryland Parkway  
Box 453070  
Las Vegas, Nevada 89154-3070

With a copy to:

University of Nevada, Las Vegas  
4505 S. Maryland Parkway  
Box 451018  
Las Vegas, Nevada 89154-1018  
Attention: Real Estate Department

And to:

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

14. This First Amendment may be executed in any number of counterparts, each of which may be deemed an original, which taken as a whole shall constitute a single document. Electronic signatures via DocuSign, or a comparable reputable digital service shall be deemed binding.

[Signature Pages to Follow]

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

**3010 Westbay LLC,  
a Delaware limited liability company (confirming signature block)**

**By: Gramercy JV Member One LLC,  
a Delaware limited liability company,  
a Member**

**By: New Russell Holding LLC,  
a Delaware limited liability company,  
its Member**

**By: Krausz Management One LLC,  
a Delaware limited liability company,  
its Manager**

**By: \_\_\_\_\_  
F. Ron Krausz, its Member**

**By: MBO Russell, LLC,  
a Delaware limited liability company  
a Member**

**By: BG Gramercy II, LLC  
a Delaware limited liability company  
a Member**

**By: \_\_\_\_\_  
Benjamin F. Garfinkle, Manager**

**Dated: \_\_\_\_\_**

*Signatures continue on next page*

**TENANT:**

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

**RECOMMENDED BY:**

By: \_\_\_\_\_  
Marc Kahn  
Dean  
Kirk Kerkorian School of Medicine at UNLV

\_\_\_\_\_  
Date

**RECOMMENDED BY:**

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

\_\_\_\_\_  
Date

**APPROVED BY:**

By: \_\_\_\_\_  
Chancellor  
Nevada System of Higher Education

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

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

## EXHIBIT "A"

### TI-Specifications and Draft Floor Plans

Westbay Suite 150 (Expansion Space only):

Offices, Cubicles/Workstations:

- Shaw Contract Carpet: Light Series Visible Tile 5T002, Beam 01557
- Tarkett: Millwork Profile, 4" Wall Base, Burnt Umber 63

Conference Room & Corridors:  
Field Carpet

- Shaw Contract Carpet: Light Series Visible Tile 5T002, Beam 01557
- Tarkett: Millwork Profile, 4" Wall Base, Burnt Umber 63

Accent Carpet

- Shaw Contract Carpet, Tru Colours Tile 59368 Sterling & Flannel (Layout defined during SD)

Lobby:

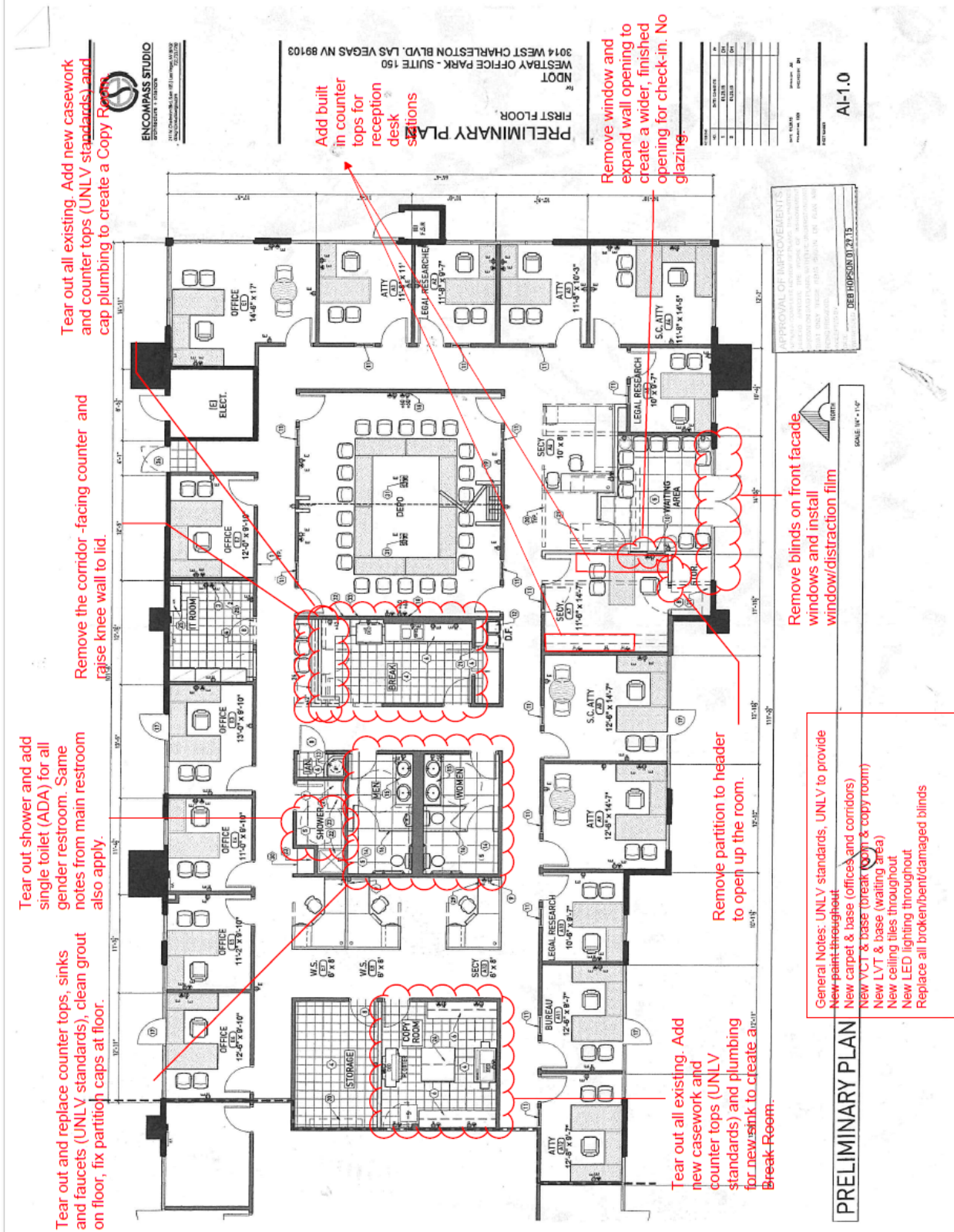
- Patcraft LVT: Black Cherry 1336V\_00550
- Tarkett: Millwork Profile, 4" Wall Base, Burnt Umber 63

Reception:

- Shaw Contract Carpet: Light Series Visible Tile 5T002, Beam 01557
- Tarkett: Millwork Profile, 4" Wall Base, Burnt Umber 63
- Formica, Smokey Brown Pear, 5488-58 (Casework- laminate)
- Hardware: Jamison Collection 3 3/4", Cabinet Pull, J635-SN
- Daltille: Quartz, NQ97 White Sand (Reception transaction top)
- Formica: Neutral Weft, 5875-58 (Reception countertop/work surface)

Kitchen/Break Area/Storage/Copy:

- Armstrong Flooring: VCT, Imperial Texture 51911, Classic White
- Tarkett: Millwork Profile, 4" Wall Base, Burnt Umber 63
- Formica, Smokey Brown Pear, 5488-58 (Casework- laminate)
- Hardware: Jamison Collection 3 3/4"; Cabinet Pull, J635-SN
- Daltille: Quartz, NQ97 White Sand (Breakroom countertop)
- Formica: Neutral Weft. 5875-58 (Copy countertop)



**Attachment B**

**Lease**

**STANDARD OFFICE LEASE  
BY AND BETWEEN**

**OMNINET WESTBAY, LP,  
A Delaware limited partnership**

**AS LANDLORD,**

**AND**

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

**AS TENANT**

**3010 WEST CHARLESTON BOULEVARD, SUITES 125 AND 150, LAS VEGAS,  
NEVADA 89102;**

**3014 WEST CHARLESTON BOULEVARD, SUITES 110 AND 130, LAS VEGAS,  
NEVADA 89102;**

**AND**

**3016 WEST CHARLESTON BOULEVARD, SUITES 100, 110 AND 205, LAS VEGAS,  
NEVADA 89102**

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## STANDARD OFFICE LEASE

[BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of THE UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE]

This Standard Office Lease ("Lease") is made and entered into as of this 5<sup>th</sup> day of October, 2017, by and between OMNINET WESTBAY, LP, a Delaware limited partnership ("Landlord"), and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the University of Nevada, Las Vegas, School of Medicine ("Tenant").

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises described hereinbelow, as generally shown on the plan attached hereto and incorporated herein as Exhibit A ("Premises"), in the multi-building project commonly known as Westbay Office Park located at 3010 – 3016 West Charleston Boulevard, Las Vegas, Nevada 89102 ("Project"), as reasonably determined by Landlord, for the Term and upon the terms and conditions hereinafter set forth, and Landlord and Tenant hereby agree as follows:

### ARTICLE 1

#### BASIC LEASE PROVISIONS

- A. **Term:** Sixty (60) Lease Months.
- Commencement Date:** The earliest of (i) the date Tenant first commences to conduct business in the Premises, or (ii) the date of Substantial Completion of Improvements in the Premises.
- Rent Commencement Date:** The ninetieth (90<sup>th</sup>) day following the Commencement Date.
- Expiration Date:** The date immediately preceding the sixtieth (60<sup>th</sup>) monthly anniversary of the Rent Commencement Date; provided, however, that if the Rent Commencement Date is a date other than the first (1<sup>st</sup>) day of a month, the Expiration Date shall be the last day of the month which is sixty (60) months after the month in which the Rent Commencement Date falls, unless extended or earlier terminated pursuant to this Lease.

**B. Square Footage:**

Approximately 30,297 rentable square feet, in the aggregate consisting of the following spaces:

(i) Approximately 12,391 rentable square feet commonly known as Suite 100 in the building located at 3016 West Charleston Boulevard, Las Vegas, Nevada 89102

(ii) Approximately 3,752 rentable square feet commonly known as Suite 110 in the building located at 3016 West Charleston Boulevard, Las Vegas, Nevada 89102

(iii) Approximately 2,875 rentable square feet commonly known as Suite 205 in the building located at 3016 West Charleston Boulevard, Las Vegas, Nevada 89102

(iv) Approximately 3,455 rentable square feet commonly known as Suite 150 in the building located at 3010 West Charleston Boulevard, Las Vegas, Nevada 89102

(v) Approximately 2,610 rentable square feet commonly known as Suite 125 in the building located at 3010 West Charleston Boulevard, Las Vegas, Nevada 89102

(vi) Approximately 5,214 rentable square feet commonly known as Suites 110 and 130 in the building located at 3014 West Charleston Boulevard, Las Vegas, Nevada 89102

**Basic Rental:**

<u>Period of Term</u>	<u>Monthly Basic Rental</u>
Months 1 – 12	\$48,475.20
Months 13 – 24	\$49,929.46
Months 25 – 36	\$51,427.34
Months 37 – 48	\$52,970.16

Months 49 – 60

\$54,559.26

- D. Base Year:** Calendar year 2017.
- E. Tenant's Proportionate Share:** A percentage obtained by dividing the number of rentable square feet in the Premises as stated above by the rentable square feet in the Building or Project (which Project currently totals 107,650 rentable square feet), as the case may be, as modified from time to time. In addition, Tenant shall pay, as Additional Rent, one hundred percent (100%) of the cost of all electricity, gas, telephone, internet and data used at the Premises directly to the local utility provider and one hundred percent (100%) of all janitorial costs and HVAC maintenance costs with respect to the Premises. Water and sewer serviced provided to the Premises shall be *included* as part of Operating Costs and paid by Tenant in accordance with the terms and conditions of Article 3 below.
- F. Security Deposit:** None.
- G. Permitted Use:** Administrative and general office uses (excluding any medical service or surgical related uses), all consistent with the character of the Project as a first-class office project.
- H. Brokers:** Newmark Grubb Knight Frank (representing Landlord)
- I. Parking Passes:** Tenant shall have the right, but not the obligation to use, free of charge during the Term, up to four (4) unreserved parking passes for each 1,000 rentable square foot of the Premises), which equals one hundred twenty-one (121) unreserved parking passes. Tenant shall use such parking passes upon the terms and conditions provided in Article 23 hereof.
- J. Initial Installment of Basic Rental:** The first (1<sup>st</sup>) full month's Basic Rental of \$48,475.20 shall be due and payable by Tenant to Landlord upon Tenant's execution of this Lease.

**K. Guarantor**

None.

## **ARTICLE 2**

### **TERM/PREMISES/CONTINGENCY**

(a) **Term: Premises.** The Term of this Lease shall commence on the Rent Commencement Date as set forth in Article 1.A. of the Basic Lease Provisions and shall end on the Expiration Date set forth in Article 1.A. of the Basic Lease Provisions. For purposes of this Lease, the term "**Lease Month**" means each calendar month during the Term (and if the Rent Commencement Date does not occur on the first day of a calendar month, the period from the Rent Commencement Date to the first day of the next calendar month shall be included in the first Lease Month for which Basic Rental is payable for purposes of determining the duration of the Term and the monthly Basic Rental rate applicable for such partial month). For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Term, with the first (1<sup>st</sup>) Lease Year commencing on the Rent Commencement Date; however, (a) if the Rent Commencement Date falls on a day other than the first (1<sup>st</sup>) day of a calendar month, the first (1<sup>st</sup>) Lease Year shall end on the last day of the eleventh (11<sup>th</sup>) month after the Rent Commencement Date and the second (2<sup>nd</sup>) and each succeeding Lease Year shall commence on the first (1<sup>st</sup>) day of the next calendar month, and (b) the last Lease Year shall end on the Expiration Date. Except to the extent expressly set forth to the contrary hereinbelow, if Landlord does not deliver possession of the Premises to Tenant on or before the estimated Rent Commencement Date (as set forth in Article 1.A, above), Landlord shall not be subject to any liability for its failure to do so, and such failure shall not affect the validity of this Lease nor the obligations of Tenant hereunder. Notwithstanding the foregoing, provided that Tenant has approved the Working Drawings (defined in **Exhibit "B"** hereto) by June 30, 2017 and the Working Drawings are otherwise in a condition so that Landlord may approve and submit the same to the City for building permits for the Improvements, if the Substantial Completion of the Improvements has not occurred on or before January 1, 2018 (the "**Deadline Date**") (as such Deadline Date may be extended pursuant to the terms hereof), then, as Tenant's sole and exclusive remedy, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord within three (3) days after the Deadline Date. Tenant acknowledges and agrees that the Deadline Date shall be extended one (1) day for each day of delay of the Substantial Completion of the Improvements caused by Tenant Delay (defined in Exhibit "D" attached hereto) and/or Force Majeure (defined in Article 27 below). Notwithstanding any contrary provision contained in this Lease, for purposes of this subsection (a), the failure of the City to issue the building permit for the Improvements within sixty (60) days following the date the same are submitted shall constitute a Force Majeure delay. If Tenant timely terminates this Lease pursuant to this subsection (a), then from and after such termination effective date, neither Landlord nor Tenant shall have any further rights or obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease. Landlord and Tenant hereby stipulate that the Premises contains the number of square feet specified in Article 1.B. of the Basic Lease Provisions, except that the rentable and usable square feet of the Premises and the Project are subject to verification from time to time by Landlord's architect/space planner, whose determination shall be binding on the parties. In the event that Landlord's architect/space planner determines that the amounts thereof shall be different from those set forth in this Lease, all amounts, percentages and figures appearing or referred to in this

Lease based upon such incorrect amount (including, without limitation, the amount of the Basic Rental, Tenant's Proportionate Share and the Security Deposit) shall be modified in accordance with such determination. If such determination is made, it will be confirmed in writing by Landlord to Tenant. Landlord may deliver to Tenant a Commencement Letter in a form substantially similar to that attached hereto as Exhibit "C", which Tenant shall execute and return to Landlord within thirty (30) days of receipt thereof. Failure of Tenant to timely execute and deliver the Commencement Letter shall constitute acknowledgment by Tenant that the statements included in such notice are true and correct, without exception. Furthermore, if Tenant fails to timely deliver the Commencement Letter to Landlord pursuant to the terms of this Article 2 within five (5) business days after Landlord's delivery of a second written request for the same, then without limiting any other rights and remedies of Landlord, Landlord shall have the right to charge Tenant an amount equal to \$250 per day for each day thereafter until Tenant delivers to Landlord a Commencement Letter pursuant to the terms hereof. Tenant acknowledges and agrees that (A) such charge compensates Landlord for the administrative costs caused by the delinquency, and (B) Landlord's damage would be difficult to compute and the amount stated in this paragraph represents a reasonable estimate of such damage.

(b) Contingency. This Lease is expressly conditioned upon the approval of this Lease by the Board of Regents of the University of Nevada, Las Vegas, School of Medicine (such entity, the "Board of Regents" and such contingency, the "Lease Contingency") by September 8, 2017 ("Approval Deadline Date"). Tenant shall inform Landlord, in writing, whether or not the Lease Contingency has been satisfied within three (3) days following the Approval Deadline Date. If the Board of Regents disapproves the Lease, Tenant shall have the right (by delivering written notice to Landlord) to either extend the Approval Deadline Date until the next monthly meeting of the Board of Regents or terminate this Lease. If Tenant elects to extend the Approval Deadline Date, then Tenant shall inform Landlord, in writing, whether or not the Lease Contingency has been satisfied within five (5) business days following the extended Approval Deadline Date. If the Board of Regents again disapproves the Lease, then both Landlord and Tenant shall each have the right to terminate this Lease by delivering to the other party written notice of such election within the first five (5) business days following the extended Approval Deadline Date. The effective date of such termination shall be the date of the terminating party's delivery of such termination notice. Upon the termination of this Lease pursuant to this paragraph, Landlord and Tenant shall be automatically released from all rights and obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease. Tenant hereby acknowledges and agrees that Landlord shall have no obligation to commence the design or construction of the Improvements described in Exhibit "D" attached hereto unless and until Tenant has delivered to Landlord written notice of satisfaction of the Lease Contingency (i.e., that the Board of Regents has approved this Lease).

### ARTICLE 3

#### RENTAL

(a) Basic Rental. Tenant agrees to pay to Landlord during the Term hereof, at Landlord's office or to such other person or at such other place as directed from time to time by written notice to Tenant from Landlord, the monthly sums as set forth in Article 1.C. of the Basic Lease Provisions, payable in advance on the first (1<sup>st</sup>) day of each calendar month, without



demand, setoff or deduction, and in the event this Lease commences or the date of expiration of this Lease occurs other than on the first (1<sup>st</sup>) day or last day of a calendar month, the rent for such month shall be prorated. Notwithstanding the foregoing, the first (1<sup>st</sup>) full month's Basic Rental shall be paid to Landlord in accordance with Article I.J. of the Basic Lease Provisions and, if the Rent Commencement Date is not the first day of a month, Basic Rental for the partial month commencing as of the Rent Commencement Date shall be prorated based upon the actual number of days in such month and shall be due and payable upon the Rent Commencement Date. Any and all amounts due and payable by Tenant pursuant to this Lease (other than Basic Rental and the Security Deposit) shall be deemed "Additional Rent" and Landlord shall be entitled to exercise the same rights and remedies upon default in these payments as Landlord is entitled to exercise with respect to defaults in monthly Basic Rental payments. Basic Rental and Additional Rental are sometimes herein collectively referred to as "Rental".

(b) Increase in Direct Costs. The term "Base Year" means the calendar year set forth in Article I.D. of the Basic Lease Provisions. In the event either the Premises and/or the Project is expanded or reduced, then Tenant's Proportionate Share shall be appropriately adjusted, and as to the calendar year in which such change occurs, Tenant's Proportionate Share for such calendar year shall be determined on the basis of the number of days during that particular calendar year that such Tenant's Proportionate Share was in effect. In the event this Lease shall terminate on any date other than the last day of a calendar year, the additional sum payable hereunder by Tenant during the calendar year in which this Lease terminates shall be prorated on the basis of the relationship which the number of days which have elapsed from the commencement of said calendar year to and including said date on which this Lease terminates bears to three hundred sixty five (365).

(c) Definitions. As used herein the term "Direct Costs" shall mean the sum of the following:

(i) "Tax Costs", which shall mean any and all real estate taxes and other similar charges on real property or improvements, assessments, water and sewer charges, and all other charges assessed, reassessed or levied upon the Project and appurtenances thereto and the parking or other facilities thereof, or the real property thereunder (collectively the "Real Property") or attributable thereto or on the rents, issues, profits or income received or derived therefrom which are assessed, reassessed or levied by the United States, the State of Nevada or any local government authority or agency or any political subdivision thereof, and shall include Landlord's reasonable legal fees, costs and disbursements incurred in connection with proceedings for reduction of Tax Costs or any part thereof; provided, however, if at any time after the date of this Lease the methods of taxation now prevailing shall be altered so that in lieu of or as a supplement to or a substitute for the whole or any part of any Tax Costs, there shall be assessed, reassessed or levied (a) a tax, assessment, reassessment, levy, imposition or charge wholly or partially as a net income, capital or franchise levy or otherwise on the rents, issues, profits or income derived therefrom, or (b) a tax, assessment, reassessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge measured by or based in whole or in part upon the Real Property and imposed upon Landlord, then except to the extent such items are payable by Tenant under Article 6 below, such taxes, assessments, reassessments or levies or the part thereof so measured or based, shall be deemed to be included in the term "Direct Costs." In no event shall Tax Costs included in Direct Costs for any year subsequent to the Base Year be less

than the amount of Tax Costs included in Direct Costs for the Base Year. In addition, when calculating Tax Costs for the Base Year, special assessments shall only be deemed included in Tax Costs for the Base Year to the extent that such special assessments are included in Tax Costs for the applicable subsequent calendar year during the Term.

(ii) **“Operating Costs”**, which shall mean all costs and expenses paid or incurred by Landlord in connection with the maintenance, operation, replacement, ownership and repair of the Project, the equipment, the intra-building cabling and wiring, adjacent walks, malls and landscaped and common areas and the parking structure, areas and facilities of the Project. Operating Costs shall include but not be limited to, salaries, wages, medical, surgical and general welfare benefits and pension payments, payroll taxes, fringe benefits, employment taxes, workers’ compensation, uniforms and dry cleaning thereof for all persons who perform duties connected with the operation, maintenance and repair of the Project, its equipment, the intra-building cabling and wiring and the adjacent walks and landscaped areas, including janitorial (excluding janitorial contracted for directly by Tenant with respect to the Premises), gardening, security, parking, operating engineer, elevator, painting, plumbing, electrical (excluding electrical solely serving the Premises), carpentry, heating, ventilation, air conditioning and window washing; hired services; a reasonable allowance for depreciation of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project; accountant’s fees incurred in the preparation of rent adjustment statements (including, without limitation, bookkeeping and other property accounting costs); legal fees; real estate tax consulting fees; personal property taxes on property used in the maintenance and operation of the Project; fees, costs, expenses or dues payable pursuant to the terms of any covenants, conditions or restrictions or owners’ association pertaining to the Project; capital expenditures incurred to effect economies of operation of, or stability of services to, the Project or otherwise incurred in order to enhance or upgrade the safety, security, fire/life/safety or other operating systems of the Project, and capital expenditures required by government regulations, laws, or ordinances including, but not limited to the Americans with Disabilities Act; provided however that any such permitted capital expenditure shall be amortized (with interest at ten percent (10%) per annum) over its useful life and only the amortized portion (together with accrued interest thereon) shall be included in Operating Costs for such year; costs incurred (capital or otherwise) on a regular recurring basis every three (3) or more years for certain maintenance projects (e.g., parking lot slurry coat or replacement of lobby and elevator cab carpeting); the cost of all charges for electricity (excluding electricity solely serving the Premises), gas, water and other utilities furnished to the Project, including any taxes thereon; the cost of all charges for fire and extended coverage, liability and all other insurance in connection with the Project carried by Landlord; the cost of all building and cleaning supplies and materials; the cost of all charges for cleaning, maintenance and service contracts and other services with independent contractors and administration fees (excluding janitorial contracted for directly by Tenant with respect to the Premises); a property management fee (which fee may be imputed if Landlord has internalized management or otherwise acts as its own property manager) and license, permit and inspection fees relating to the Project. In the event, during any calendar year, the Project is less than ninety-five percent (95%) occupied at all times, Operating Costs shall be adjusted to reflect the Operating Costs of the Project as though ninety-five percent (95%) were occupied at all times, and the increase or decrease in the sums owed hereunder shall be based upon such Operating Costs as so adjusted. In no event shall costs for any item of utilities included in Direct Costs for any year subsequent to the Base Year be less than the amount included in Direct Costs for the Base Year for such utility item. Notwithstanding anything to the contrary set forth in this Article 3,

when calculating Operating Costs for the Base Year, Operating Costs shall exclude (a) increases due to extraordinary circumstances including, but not limited to, labor-related boycotts and strikes, utility rate hikes, utility conservation surcharges, or other surcharges, insurance premiums resulting from terrorism coverage, catastrophic events and/or the management of environmental risks, and (b) amortization of any capital items including, but not limited to, capital improvements, capital repairs and capital replacements (including such amortized costs where the actual improvement, repair or replacement was made in prior years). Furthermore, if a category or categories of services are provided or an unexpected increase in services are provided by Landlord in the Base Year, but not in "subsequent" calendar year(s), the Base Year shall be retroactively adjusted to reflect the Direct Costs which would have been incurred during the Base Year had such category or categories of services or unexpected increase in services not been provided during the Base Year. When and if any service (such as electrical and/or janitorial service) which is normally provided by Landlord to all tenants of the Project as part of Operating Costs, is not provided by Landlord in the Premises under the specific terms of this Lease, then in determining Operating Costs for Tenant hereunder, the cost of such service (except as it relates to the Common Area and other non-leasable areas of the Property) shall be excluded from Operating Costs.

(d) Determination of Payment.

(i) If for any calendar year ending or commencing within the Term, Tenant's Proportionate Share of Direct Costs for such calendar year exceeds Tenant's Proportionate Share of Direct Costs for the Base Year, then Tenant shall pay to Landlord, in the manner set forth in Sections 3(d)(ii) and (iii), below, and as Additional Rent, an amount equal to the excess (the "Excess").

(ii) Landlord shall give Tenant a yearly expense estimate statement (the "Estimate Statement") which shall set forth Landlord's reasonable estimate (the "Estimate") of what the total amount of Direct Costs for the then-current calendar year shall be and the estimated Excess (the "Estimated Excess") as calculated by comparing Tenant's Proportionate Share of Direct Costs for such calendar year, which shall be based upon the Estimate, to Tenant's Proportionate Share of Direct Costs for the Base Year. The failure of Landlord to timely furnish the Estimate Statement for any calendar year shall not preclude Landlord from subsequently enforcing its rights to collect any Estimated Excess under this Article 3, once such Estimated Excess has been determined by Landlord. If pursuant to the Estimate Statement an Estimated Excess is calculated for the then-current calendar year, Tenant shall pay, with its next installment of Monthly Basic Rental due, a fraction of the Estimated Excess for the then-current calendar year (reduced by any amounts paid pursuant to the last sentence of this Section 3(d)(ii)). Such fraction shall have as its numerator the number of months which have elapsed in such current calendar year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the Monthly Basic Rental installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

(iii) In addition, Landlord shall endeavor to give to Tenant as soon as reasonably practicable following the end of each calendar year, a statement (the "Statement") which shall state the Direct Costs incurred or accrued for such preceding calendar year, and which shall indicate the amount, if any, of the Excess. Upon receipt of the Statement for each calendar year

during the Term, if amounts paid by Tenant as Estimated Excess are less than the actual Excess as specified on the Statement, Tenant shall pay, with its next installment of monthly Basic Rental due, the full amount of the Excess for such calendar year, less the amounts, if any, paid during such calendar year as Estimated Excess. If, however, the Statement indicates that amounts paid by Tenant as Estimated Excess are greater than the actual Excess as specified on the Statement, such overpayment shall be credited against Tenant's next installments of Estimated Excess. The failure of Landlord to timely furnish the Statement for any calendar year shall not prejudice Landlord from enforcing its rights under this Article 3, once such Statement has been delivered. Even though the Term has expired or been terminated and Tenant has vacated the Premises, when the final determination is made of Tenant's Proportionate Share of the Direct Costs for the calendar year in which this Lease terminates, if an Excess is present, Tenant shall immediately pay to Landlord an amount as calculated pursuant to the provisions of this Section 3(d). The provisions of this Section 3(d)(iii) shall survive the expiration or earlier termination of the Term.

(iv) If the Project is a part of a multi-building development (the "Development"), those Direct Costs attributable to such development as a whole (and not attributable solely to any individual building therein) shall be allocated by Landlord to the Project and to the other buildings within such development on an equitable basis, as reasonably determined by Landlord.

(e) Audit Right. Within sixty (60) days after receipt of a Statement by Tenant ("Review Period"), if Tenant disputes the amount set forth in the Statement, Tenant's employees or an independent certified public accountant (which accountant is a member of a nationally or regionally recognized accounting firm and is not retained on a contingency fee basis), designated by Tenant, may, after reasonable notice to Landlord ("Review Notice") and at reasonable times, inspect Landlord's records at Landlord's offices, provided that Tenant is not then in default after expiration of all applicable cure periods and provided further that Tenant and such accountant or representative shall, and each of them shall use their commercially reasonable efforts to cause their respective agents and employees to, maintain all information contained in Landlord's records in strict confidence. Notwithstanding the foregoing, Tenant shall only have the right to review Landlord's records one (1) time during any twelve (12) month period. If after such inspection, but within thirty (30) days after the Review Period, Tenant notifies Landlord in writing ("Dispute Notice") that Tenant still disputes such amounts, a certification as to the proper amount shall be made in accordance with Landlord's standard accounting practices, at Tenant's expense, by an independent certified public accountant selected by Landlord and who is a member of a nationally or regionally recognized accounting firm. Tenant's failure to deliver the Review Notice within the Review Period or to deliver the Dispute Notice within thirty (30) days after the Review Period shall be deemed to constitute Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. If Tenant timely delivers the Review Notice and the Dispute Notice, Landlord shall cooperate in good faith with Tenant and the accountant to show Tenant and the accountant the information upon which the certification is to be based. However, if such certification by the accountant proves that the Direct Costs charged to Tenant, as set forth in the Statement were overstated by more than ten percent (10%), then the cost of the accountant and the cost of such certification shall be paid for by Landlord, provided that in no event shall Landlord be responsible for costs hereunder in excess of the amount of such overstatement. Promptly following the parties receipt of such certification, the parties shall make such appropriate payments or reimbursements, as the

case may be, to each other, as are determined to be owing pursuant to such certification. Tenant agrees that this section shall be the sole method to be used by Tenant to dispute the amount of any Direct Costs payable by Tenant pursuant to the terms of this Lease, and Tenant hereby waives any other rights at law or in equity relating thereto.

(f) Janitorial and Electrical. In addition to Basic Rental, Tenant shall be solely responsible to pay for all janitorial and electrical utility expenses for the Premises.

(g) Cap on Direct Controllable Costs. Notwithstanding any contrary provision contained in this Lease, (I) in no event shall Tenant's Proportionate Share of Direct Controllable Costs (as defined below) for any calendar year exceed three percent (3%) of Tenant's Proportionate Share of Direct Controllable Costs for the immediately preceding calendar year, calculated on a cumulative and compounded basis over time beginning on the Commencement Date and (II) in no event shall Tenant's Proportionate Share of all other Operating Costs (expressly excluding Direct Controllable Costs) exceed five percent (5%) of Tenant's Proportionate Share of such costs for the immediately preceding calendar year, calculated on a cumulative and compounded basis over time beginning on the Commencement Date. "Direct Controllable Costs" shall mean all Operating Costs, except for the following: (A) Tax Costs (defined above), or (B) Insurance Expenses (as defined below). As used herein, "Insurance Expenses" shall mean all costs and expenses of insurance incurred by Landlord in connection with the ownership, management, operation, security, maintenance or repair of the Project including, without limitation, property insurance (including earthquake coverage), rent loss insurance, liability insurance, worker's compensation insurance and employer's liability insurance and their deductibles.

#### ARTICLE 4

#### INTENTIONALLY OMITTED

#### ARTICLE 5

#### HOLDING OVER

Should Tenant, without Landlord's written consent, hold over after termination of this Lease, Tenant shall, at Landlord's option, become a tenant at sufferance upon each and all of the terms herein provided as may be applicable to such a tenancy and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay in advance, monthly, Basic Rental at a rate equal to one hundred fifty percent (150%) of the rate in effect for the last month of the Term of this Lease (without regard to any Rental abatement then in effect) or one hundred fifty percent (150%) of Landlord's then asking rate for comparable space in the Project, whichever is greater, in addition to, and not in lieu of, all other payments required to be made by Tenant hereunder including but not limited to Tenant's Proportionate Share of any increase in Direct Costs. Nothing contained in this Article 5 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease

upon the expiration or earlier termination of the Term. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, then, to the extent permitted by NRS 41, Tenant agrees to (i) indemnify, defend and hold Landlord harmless from all costs, loss, expense or liability, including without limitation, claims made by any succeeding tenant and real estate brokers claims and reasonable attorneys' fees and costs, and (ii) compensate Landlord for all costs, losses, expenses and/or liabilities incurred by Landlord as a result of such holdover, including without limitation, losses due to the loss of a succeeding tenancy.

## ARTICLE 6

### OTHER TAXES

Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises or at the Project. In the event any or all of Tenant's trade fixtures, furnishings, equipment and other personal property shall be assessed and taxed with property of Landlord, or if the cost or value of any leasehold improvements in the Premises exceeds the cost or value of a Project-standard buildout as determined by Landlord and, as a result, real property taxes for the Project are increased, Tenant shall pay to Landlord, within ten (10) days after delivery to Tenant by Landlord of a written statement setting forth such amount, the amount of such taxes applicable to Tenant's property or above-standard improvements. Tenant shall assume and pay to Landlord at the time Basic Rental next becomes due (or if assessed after the expiration of the Term, then within ten (10) days), any excise, sales, use, rent, occupancy, garage, parking, gross receipts or other taxes (other than net income taxes) which may be assessed against or levied upon Landlord on account of the letting of the Premises or the payment of Basic Rental or any other sums due or payable hereunder, and which Landlord may be required to pay or collect under any law now in effect or hereafter enacted. In addition to Tenant's obligation pursuant to the immediately preceding sentence, Tenant shall pay directly to the party or entity entitled thereto all business license fees, gross receipts taxes and similar taxes and impositions which may from time to time be assessed against or levied upon Tenant, as and when the same become due and before delinquency. Notwithstanding anything to the contrary contained herein, any sums payable by Tenant under this Article 6 shall not be included in the computation of "Tax Costs."

## ARTICLE 7

### USE

(a) Tenant shall use and occupy the Premises only for the use set forth in Article 1.G. of the Basic Lease Provisions and shall not use or occupy the Premises or permit the same to be used or occupied for any other purpose without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole and absolute discretion, and Tenant agrees that it will use the Premises in such a manner so as not to interfere with or infringe upon the rights of other tenants or occupants in the Project. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, governmental regulations or requirements now in force or which may hereafter be in force relating to or affecting (i) the condition, use or occupancy of the Premises or the Project (excluding structural changes to the Project not related to Tenant's particular use of the Premises), and/or (ii) improvements installed or constructed in the Premises

by or for the benefit of Tenant. Tenant shall not permit more than the number of persons permitted by applicable law to occupy the Premises at any time. Tenant shall not do or permit to be done anything which would invalidate or increase the cost of any fire and extended coverage insurance policy covering the Project and/or the property located therein and Tenant shall comply with all rules, orders, regulations and requirements of any organization which sets out standards, requirements or recommendations commonly referred to by major fire insurance underwriters, and Tenant shall promptly upon demand reimburse Landlord for any additional premium charges for any such insurance policy assessed or increased by reason of Tenant's failure to comply with the provisions of this Article.

(b) Tenant, at its sole cost and expense, covenants to conduct its business operations from the Premises strictly in accordance with all city, county, state and federal laws, rules, regulations, ordinances and generally accepted health care industry standards and practices, to the extent same presently exist or may exist in the future (collectively, "Applicable Law"), including but not limited to (i) compliance with any and all Occupational Safety and Health Administration guidelines, rules and standards, and (ii) ensuring that all waste products, including without limitation, any medical waste, if any, generated by Tenant or present within the Premises or the Project as a result of Tenant's use of the Premises, are appropriately used, stored, handled, transported and/or disposed of in strict accordance with all Applicable Laws.

(c) Tenant hereby agrees, at its sole cost and expense, to comply with any and all procedures, practices, rules, standards, guidelines and/or special precautions which are required by any applicable city, county, state and federal law, regulation, ordinance and/or health care standard and practice, as a result of the particular use of the Premises by Tenant.

(d) Tenant agrees that it shall not, without obtaining Landlord's prior written consent, which may be withheld in Landlord's reasonable discretion, engage in the practice of radiology or maintain an X-ray, clinical or pathological laboratory on the Premises, except, however, that Tenant may maintain on the Premises a private X-ray, clinical or pathological laboratory solely for Tenant's own patients. Tenant specifically agrees that it shall not be permitted to perform any abortion services from the Premises. If any of the services provided from the Premises results in protests or demonstrations at the Project, Tenant shall discontinue such services upon notice from Landlord. Tenant agrees not to dispense any drugs for remuneration but this shall not be deemed to prevent Tenant from administering drugs and medicines to Tenant's own patients. Except to the extent Tenant receives an overnight permit from the City of Las Vegas (and/or any other applicable governmental authority) permitting Tenant's patients to reside in or remain in the Premises on an overnight or in-patient basis, Tenant shall not allow any patient to reside in or remain in the Premises on an overnight or in-patient basis.

## ARTICLE 8

### CONDITION OF PREMISES

Tenant hereby agrees that, except as provided in the Tenant Work Letter attached hereto as Exhibit "D" and made a part hereof, the Premises shall be taken "as is", "with all faults", "without any representations or warranties", and Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises and the suitability of same for

Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the Project or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representations or warranty with respect to the Premises or the Project or with respect to the suitability of either for the conduct of Tenant's business and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Project in its decision to enter into this Lease and let the Premises in the above-described condition. The Premises shall be initially improved as provided in, and subject to, the Tenant Work Letter attached hereto as Exhibit "D" and made a part hereof. The existing leasehold improvements in the Premises as of the date of this Lease, together with the Improvements (as defined in the Tenant Work Letter) may be collectively referred to herein as the "Tenant Improvements." The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Project were at such time in satisfactory condition.

## ARTICLE 9

### REPAIRS AND ALTERATIONS

(a) Landlord's Obligations. Landlord shall, as part of Operating Costs, (i) maintain the structural portions of the Project, including the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass, columns, beams, shafts, stairs, stairwells and elevator cabs and common areas, and (ii) maintain and repair the basic mechanical, electrical, life safety, plumbing, sprinkler systems and heating, ventilating and air-conditioning systems (provided, however, that Landlord's obligation with respect to any such systems shall be to repair and maintain those portions of the systems located in the core of the Project or in other areas outside of the Premises).

(b) Tenant's Obligations. Except as expressly provided as Landlord's obligation in this Article 9, Tenant shall keep the Premises in good condition and repair. All damage or injury to the Premises or the Project resulting from the act or negligence of Tenant, its employees, agents or visitors, guests, invitees or licensees or by the use of the Premises, shall be promptly repaired by Tenant at its sole cost and expense, to the satisfaction of Landlord; provided, however, that for damage to the Project as a result of casualty or for any repairs that may impact the mechanical, electrical, plumbing, heating, ventilation or air-conditioning systems of the Project, Landlord shall have the right (but not the obligation) to select the contractor and oversee all such repairs. Landlord may make any repairs which are not promptly made by Tenant after Landlord's delivery of written notice and the reasonable opportunity of Tenant to make said repair within five (5) business days from delivery of said written notice, and charge Tenant for the cost thereof, which cost shall be paid by Tenant within five (5) days from invoice from Landlord. Tenant shall be responsible for the design and function of all non-standard improvements of the Premises, whether or not installed by Landlord at Tenant's request. Tenant waives all rights to make repairs at the expense of Landlord, or to deduct the cost thereof from the rent.

(c) Alterations. Tenant shall make no alterations, installations, changes or additions in or to the Premises or the Project (collectively, "Alterations") without Landlord's prior written consent. Any Alterations approved by Landlord must be performed in accordance with the terms hereof, using only contractors or mechanics approved by Landlord in writing and upon the



approval by Landlord in writing of fully detailed and dimensioned plans and specifications pertaining to the Alterations in question, to be prepared and submitted by Tenant at its sole cost and expense. Tenant shall at its sole cost and expense obtain all necessary approvals and permits pertaining to any Alterations approved by Landlord. Tenant shall cause all Alterations to be performed in a good and workmanlike manner, in conformance with all applicable federal, state, county and municipal laws, rules and regulations, pursuant to a valid building permit, and in conformance with Landlord's construction rules and regulations. If Landlord, in approving any Alterations, specifies a commencement date therefor, Tenant shall not commence any work with respect to such Alterations prior to such date. To the extent permitted by NRS 41, Tenant hereby agrees to indemnify, defend, and hold Landlord free and harmless from all liens and claims of lien, and all other liability, claims and demands arising out of any work done or material supplied to the Premises by or at the request of Tenant in connection with any Alterations, even if such claims are caused solely or in part by the negligence of any Landlord Party, but not to the extent such claims are caused by the gross negligence or willful misconduct of any Landlord Party.

Notwithstanding any contrary provision contained in this Lease, Landlord acknowledges that Tenant may require additional improvements to be installed in the Premises for its information technology infrastructure (for example, satellite dishes on the roofs of each the building in which the various portions of the Premises are located to enable each such portion to interact and otherwise exchange information wirelessly). Landlord agrees to use its commercially reasonable efforts, at no cost or expense to Landlord, to cooperate with Tenant to enable Tenant to perform such improvements. All such information technology improvements shall be performed by Tenant at Tenant's sole cost in accordance with the terms and conditions of this Article 9.

(d) Insurance; Liens. Prior to the commencement of any Alterations costing in excess of Fifty Thousand Dollars (\$50,000) (and expressly excluding any cosmetic Alterations), Tenant shall require its general contractor to provide Landlord with evidence that Tenant's general contractor carries "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such insurance as Landlord may reasonably require, it being understood that all such Alterations shall be insured (or self-insured, as the case may be) by Tenant pursuant to Article 14 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien free completion of such Alterations and naming Landlord as a co-obligee.

(e) Costs and Fees; Removal. If permitted Alterations are made, they shall be made at Tenant's sole cost and expense and shall be and become the property of Landlord, except that Landlord may, by written notice to Tenant given prior to the end of the Term, require Tenant at Tenant's expense to remove all partitions, counters, railings, cabling, improvements and other Alterations from the Premises, and to repair any damage to the Premises and the Project caused by such removal. Any and all costs attributable to or related to the applicable building codes of the city in which the Project is located (or any other authority having jurisdiction over the Project) arising from Tenant's plans, specifications, improvements, Alterations or otherwise shall be paid by Tenant at its sole cost and expense. The construction of initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 9.

## ARTICLE 10

### LIENS

(a) Liens. Tenant shall keep the Premises and the Project free from any mechanics' liens, vendors liens or any other liens arising out of any work performed, materials furnished or obligations incurred by Tenant, and, to the extent permitted by NRS 41, Tenant agrees to defend, indemnify and hold Landlord harmless from and against any such lien or claim or action thereon (including, but not limited to any lienholder's claim for legal fees and court costs) together with costs of suit and reasonable attorneys' fees and costs incurred by Landlord in connection with any such claim or action. Before commencing any work of alteration, addition or improvement to the Premises, Tenant shall give Landlord at least ten (10) business days' written notice of the proposed commencement of such work (to afford Landlord an opportunity to post appropriate notices of non-responsibility). In the event that there shall be recorded against the Premises or the Project or the property of which the Premises is a part any claim or lien arising out of any such work performed, materials furnished or obligations incurred by Tenant and such claim or lien shall not be removed or discharged within ten (10) days of filing, Landlord shall have the right but not the obligation to pay and discharge said lien without regard to whether such lien shall be lawful or correct (in which event Tenant shall reimburse Landlord for any such payment made by Landlord within three (3) business days following written demand therefor), or to require that Tenant promptly deposit with Landlord in cash, lawful money of the United States, one hundred fifty percent (150%) of the amount of such claim, which sum may be retained by Landlord until such claim shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time Landlord shall have the right to apply such deposit in discharge of the judgment on said claim and any costs, including attorneys' fees and costs incurred by Landlord, and shall remit the balance thereof to Tenant, however should the amount of any such judgment exceed the deposit as herein required, Tenant shall immediately pay an amount equal to such deficiency to Landlord and indemnify Landlord for damages incurred in connection therewith.

(b) Tenant's Work. Pursuant to Nevada Revised Statutes ("NRS") § 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS § 108.2403 & NRS § 108.2407. Tenant shall take all actions necessary under Nevada law to ensure that no liens encumbering Landlord's interest in the Premises arise as a result of any work by or for Tenant within the Premises, including all Alterations and Tenant Improvements (collectively, "Tenant's Work"), which actions shall include, 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. Tenant shall notify Landlord of the name and address of Tenant's prime contractor who will be performing Tenant's Work as soon as it is known. 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 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). Failure by Tenant to comply with the terms of this Section 10(b) shall permit Landlord to declare Tenant in default and to terminate this Lease.

## ARTICLE 11

### PROJECT SERVICES

(a) Tenant will directly contract with and pay directly to the appropriate utility providers for the supply of all utilities and services supplied to the Premises, including without limitation gas, electricity (including, incurred in connection with Tenant's use and operation of the HVAC System serving the Premises), sewer, water, telephone, janitorial and refuse disposal (unless Landlord elects to provide a contract for refuse disposal services, in which case the cost thereof will be included in the Operating Costs). However, if any services or utilities are jointly metered or billed with other property or premises, Landlord will make a reasonable determination of Tenant's share of the cost of such utilities and services and Tenant will pay such share to Landlord, as Additional Rent, within ten (10) days after receipt of Landlord's written statement. At Landlord's election, Landlord may from time to time furnish to Tenant estimates of Tenant's share of utility costs for which Tenant is responsible and which are not separately metered to Tenant; and Tenant will pay, as Additional Rent, at the times and in the manner provided herein for the payment of Basic Rental, the monthly amount of Tenant's share of utility costs so estimated. The estimates will be reconciled to actual charges in the same manner as monthly payments of Tenant's Proportionate Share of estimated Operating Costs are reconciled to Tenant's Proportionate Share of actual Operating Costs as provided in Article 3(d)(iii) above (using, however, a different amount as Tenant's Proportionate Share, as reasonably determined by Landlord).

(b) Telecommunications. Upon request from Tenant from time to time, Landlord will provide Tenant with a listing of telecommunications and media service providers serving the Project, and Tenant shall have the right to contract directly with the providers of its choice. If Tenant wishes to contract with or obtain service from any provider which does not currently serve the Project or wishes to obtain from an existing carrier services which will require the installation of additional equipment, such provider must, prior to providing service, enter into a written agreement with Landlord setting forth the terms and conditions of the access to be granted to such provider. In considering the installation of any new or additional telecommunications cabling or equipment at the Project, Landlord will consider all relevant factors in a reasonable and non-discriminatory manner, including, without limitation, the existing availability of services at the Project, the impact of the proposed installations upon the Project and its operations and the available space and capacity for the proposed installations. Landlord may also consider whether the proposed service may result in interference with or interruption of other services at the Project or the business operations of other tenants or occupants of the Project. In no event shall Landlord be obligated to incur any costs or liabilities in connection with the installation or delivery of telecommunication services or facilities at the Project. All such installations shall be subject to Landlord's prior approval and shall be performed in accordance with the terms of Article 9. If Landlord approves the proposed installations in accordance with the foregoing, Landlord will deliver its standard form agreement upon request and will use commercially reasonable efforts to promptly enter into an agreement on reasonable and non-discriminatory terms with a qualified,

licensed and reputable carrier confirming the terms of installation and operation of telecommunications equipment consistent with the foregoing.

(c) Common Area Services. Landlord shall, at a cost to be included as part of Operating Costs, provide lighting and janitorial services for the common areas of the Project. Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of Rent by reason of any interruption or reduction in the amount or level of any of the foregoing when such failure or reduction is caused or mandated by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or any law, regulation, rule, ordinance or court order limiting or restricting the availability, use or consumption of utility items, or by any other cause, similar or dissimilar. Landlord shall not be liable under any circumstances for any loss of or damage or injury (including death) to the person, property, or business of Tenant, any Tenant Agent (as that term is defined below) or any other person, however occurring, through or in connection with or incidental to the interruption or discontinuance of any of the utilities or services described in this Article 11(c), except to the extent caused by Landlord's sole negligence.

## ARTICLE 12

### RIGHTS OF LANDLORD

(a) Right of Entry. Landlord and its agents shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the Premises, serving or posting and keeping posted thereon notices as provided by law, or which Landlord deems necessary for the protection of Landlord or the Project, showing the same to prospective tenants, lenders or purchasers of the Project, in the case of an emergency, and for making such alterations, repairs, improvements or additions to the Premises or to the Project as Landlord may deem necessary or desirable. If Tenant shall not be personally present to open and permit an entry into the Premises at any time when such an entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a master key, or may forcibly enter in the case of an emergency, in each event without liability to Tenant and without affecting this Lease.

Notwithstanding any contrary provision contained herein, Landlord's entry into the Premises shall be limited by the privacy and security provisions of the Health Insurance Portability and Accountability Act ("HIPPA") and associated regulations, provided that Landlord has been provided with a written copy of such applicable regulations. Landlord agrees that its officers, employees and agents are not permitted to inspect or review any files that may relate to patient medical records or have access to any personal information relating to Tenant's patients. Tenant shall use its best efforts to conceal all private information of its patients during Landlord's entry into the Premises for the purposes states in this Article 12 so that such information is not viewable or otherwise available to Landlord, its officers, employees and agents.

(b) Maintenance Work. Landlord reserves the right from time to time, upon at least five (5) days' prior written notice (except in the event of an emergency, in which case no notice shall be required) but subject to payment by and/or reimbursement from Tenant as otherwise provided herein: (i) to install, use, maintain, repair, replace, relocate and control for service to the Premises and/or other parts of the Project pipes, ducts, conduits, wires, cabling, appurtenant

fixtures, equipment spaces and mechanical systems, wherever located in the Premises or the Project, (ii) to alter, close or relocate any facility in the Premises or the common areas or otherwise conduct any of the above activities for the purpose of complying with a general plan for fire/life safety for the Project or otherwise, and (iii) to comply with any federal, state or local law, rule or order. Landlord shall attempt to perform any such work with the least inconvenience to Tenant as is reasonably practicable, but in no event shall Tenant be permitted to withhold or reduce Basic Rental or other charges due hereunder as a result of same, make any claim for constructive eviction or otherwise make any claim against Landlord for interruption or interference with Tenant's business and/or operations.

(c) **Rooftop.** If Tenant desires to use the rooftop of the Project for any purpose, including the installation of communication equipment to be used from the Premises, such rights will be granted in Landlord's sole discretion and Tenant must negotiate the terms of any rooftop access with Landlord or the rooftop management company or lessee holding rights to the rooftop from time to time. Any rooftop access granted to Tenant will be at prevailing rates and will be governed by the terms of a separate written agreement or an amendment to this Lease.

### **ARTICLE 13**

#### **INDEMNITY; EXEMPTION OF LANDLORD FROM LIABILITY**

(a) **Indemnity.** To the extent permitted by NRS 41, Tenant shall indemnify, defend and hold Landlord, its subsidiaries, partners, parental and other affiliates and their respective members, shareholders, officers, directors, employees and contractors (collectively, "**Landlord Parties**") harmless from any and all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, lawsuits, judgments, and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature (collectively, "**Claims**") arising from (i) Tenant's use of the Premises or the Project, (ii) the conduct of Tenant's business or from any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises or the Project, (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease, (iv) any negligence or willful misconduct of Tenant or any of its agents, contractors, employees or invitees, patrons, customers or members in or about the Project and (v) any and all costs, attorneys' fees and costs, expenses and liabilities incurred in the defense of any claim or any action or proceeding brought thereon, including negotiations in connection therewith. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all Claims in respect thereof against Landlord and the Landlord Parties, excepting where the damage is caused solely by the negligence or willful misconduct of Landlord or the Landlord Parties.

(b) **Exemption of Landlord from Liability.** Notwithstanding anything to the contrary set forth in this Lease, Landlord and the Landlord Parties shall not be liable for injury to Tenant's business, or loss of income, loss of opportunity or loss of goodwill therefrom, or any consequential, punitive, special or exemplary damages, however occurring (including, without limitation, from any failure or interruption of services or utilities or as a result of Landlord's negligence). Without limiting the foregoing, except in connection with damage or injury resulting from the sole negligence or willful misconduct of Landlord or the Landlord Parties,

Landlord and the Landlord Parties shall not be liable for Claims that may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees, customers, agents, or contractors, or any other person in, on or about the Premises directly or indirectly caused by or resulting from any cause whatsoever, including, but not limited to, fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, light fixtures, or mechanical or electrical systems, or from intrabuilding cabling or wiring, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Project or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, but not to the extent such claims are caused by the sole gross negligence or willful misconduct of any Landlord Party. Landlord and the Landlord Parties shall not be liable to Tenant for any Claims arising from any willful or negligent action or inaction of any other tenant of the Project.

(c) Security. Tenant acknowledges that Landlord's election whether or not to provide any type of mechanical surveillance or security personnel whatsoever in the Project is solely within Landlord's discretion; Landlord and the Landlord Parties shall have no liability in connection with the provision, or lack, of such services, and Tenant hereby agrees to hold Landlord and the Landlord Parties harmless with regard to any such potential claim. Landlord and the Landlord Parties shall not be liable for losses due to theft, vandalism, or like causes. Subject to NRS 41, Tenant shall defend, indemnify, and hold Landlord and the Landlord Parties harmless from any such claims made by any employee, licensee, invitee, contractor, agent or other person whose presence in, on or about the Premises or the Project is attendant to the business of Tenant. If Landlord ever elects to provide security, in its sole and absolute discretion, Landlord may elect to suspend or terminate such security at any time, without notice to Tenant, in Landlord's sole and absolute discretion. 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 or the Project, (ii) any damage to persons, or (iii) any loss of property in and about the Premises or the Project, by or from any unauthorized or criminal acts of third parties, regardless of any action, inaction, failure, breakdown, malfunction and/or insufficiency of the access control or courtesy guard services provided by Landlord, if any. Tenant acknowledges that it has neither received nor relied upon any representation or warranty made by or on behalf of Landlord with respect to the safety or security of the Premises or the Project or any part thereof or the extent or effectiveness of any security measures or procedures now or hereafter provided by Landlord, and further acknowledges that Tenant has made its own independent determinations with respect to all such matters. Landlord's installation, maintenance, use and derivative applications of any surveillance equipment, cameras, monitors or related fixtures located at the Project shall not constitute a warranty of safety or security for the benefit of Tenant or any of its contractors, agents, employees or guests. Tenant acknowledges that such equipment may fail or otherwise malfunction and Tenant hereby waives any Claims it may have against Landlord and/or the Landlord Parties in connection therewith.

Landlord hereby grants Tenant the right to provide its own security services at the Premises (but no other area of the Project) and that Tenant's security agents shall have the right to periodically patrol the Premises in connection therewith.

## ARTICLE 14

### INSURANCE

(a) Tenant's Insurance. Tenant, shall at all times during the Term of this Lease, and at its own cost and expense, procure and continue in force the following insurance coverage or self-insurance: (i) personal injury and property damage, a policy of standard fire, extended coverage and special extended coverage insurance (all risks), including a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage where sprinklers are provided in an amount equal to the full replacement value new without deduction for depreciation of all (A) Tenant Improvements, Alterations, fixtures and other improvements in the Premises, including but not limited to all mechanical, plumbing, heating, ventilating, air conditioning, electrical, telecommunication and other equipment, systems and facilities, and (B) trade fixtures, furniture, equipment and other personal property installed by or at the expense of Tenant; (ii) Worker's Compensation coverage as required by law.

Notwithstanding the foregoing provisions of this Section 14(a), any insurance required to be carried by Tenant pursuant to this Section 14(a) may be carried in whole or in part under a plan of self-insurance maintained by Tenant, which addresses the risks and liability exposures intended to be covered by the insurance required by this Section 14(a), provided that Tenant's self-insurance program does not violate any laws, statutes, ordinances or governmental regulations or requirements. In addition, whether or not Tenant self-insures, all references to insurance proceeds in this Lease shall be deemed to include any and all deductibles and proceeds of self-insurance which shall be payable to the same extent, in the same amounts and to the party entitled to the same, as if actual policies of insurance set forth in this Article 14(a) had been obtained by Tenant. Such self-insurance shall be treated as if Tenant actually carried a policy containing the required insurance. For example, the waiver of subrogation provisions set forth in this Lease shall apply to such self-insurance. The self-insurance right set forth herein shall be personal to the original Tenant named in this Lease and shall not apply to any assignee, sublessee or other transferee of Tenant's interest in this Lease.

(b) Landlord's Insurance. Landlord shall, as a cost to be included in Operating Costs, procure and maintain at all times during the Term of this Lease, a policy or policies of insurance covering loss or damage to the Project in the amount of the full replacement costs without deduction for depreciation thereof, providing protection against all perils included within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage, and special extended coverage on the building. Additionally, Landlord shall carry Bodily Injury and Property Damage Liability Insurance and/or Excess Liability Coverage Insurance in an amount at least equal to \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and Landlord may carry (i) Earthquake and/or Flood Damage Insurance; and (ii) Rental Income Insurance; and (iii) any other forms of insurance Landlord may deem appropriate or any lender may require. The costs of all insurance carried by Landlord shall be included in Operating Costs.

(c) Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property

insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the Project. Landlord and Tenant each agree to cause their respective insurance companies insuring the Premises or insuring their property on or in the Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(d) Compliance with Law. Tenant agrees that it will not, at any time, during the Term of this Lease, carry any stock of goods or do anything in or about the Premises that will in any way tend to increase the insurance rates upon the Project. Tenant agrees to pay Landlord forthwith upon demand the amount of any increase in premiums for insurance that may be carried during the Term of this Lease, or the amount of insurance to be carried by Landlord on the Project resulting from the foregoing, or from Tenant doing any act in or about the Premises that does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which causes an overload of electrical lines of the Premises, Tenant shall at its own cost and expense, in accordance with all other Lease provisions (specifically including, but not limited to, the provisions of Article 9, 10 and 11 hereof), make whatever changes are necessary to comply with requirements of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Tenant shall, at its own expense, comply with all insurance requirements applicable to the Premises including, without limitation, the installation of fire extinguishers or an automatic dry chemical extinguishing system.

## ARTICLE 15

### ASSIGNMENT AND SUBLETTING

Tenant shall have no power to, either voluntarily, involuntarily, by operation of law or otherwise, sell, assign, transfer or hypothecate this Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be used or occupied by anyone other than Tenant or Tenant's employees without the prior written consent of Landlord, which consent shall be given or withheld in Landlord's reasonable discretion. Tenant may transfer its interest pursuant to this Lease only upon the following express conditions:

(a) That the proposed Transferee (as hereafter defined) shall be subject to the prior written consent of Landlord, and Tenant acknowledges and agrees that Landlord may deny consent based such factors as Landlord deems reasonable, including, without limitation:

(i) The use to be made of the Premises by the proposed Transferee is (a) not generally consistent with the character and nature of all other tenancies in the Project, or (b) a use which conflicts with any so-called "exclusive" then in favor of another tenant of the Project, or for any use which might reasonably be expected to diminish the rent payable pursuant to any percentage rent lease with another tenant of the Project or any other buildings which are in the



same complex as the Project, or (c) a use which would be prohibited by any other portion of this Lease (including but not limited to any Rules and Regulations then in effect);

(ii) The financial responsibility of the proposed Transferee is not reasonably satisfactory to Landlord or in any event not at least equal to those which were possessed by Tenant as of the date of execution of this Lease;

(iii) The proposed Transferee is either a governmental agency or instrumentality thereof;

(iv) Either the proposed Transferee or any person or entity which directly or indirectly controls, is controlled by or is under common control with the proposed Transferee (A) occupies space in the Project at the time of the request for consent, or (B) is negotiating with Landlord or has negotiated with Landlord during the six (6) month period immediately preceding the date of the proposed Transfer, to lease space in the Project; or

(v) The rent publicly advertised by Tenant to such Transferee during the term of such Transfer, calculated using a present value analysis, is less than the rent being quoted by Landlord at the time of such Transfer for comparable space in the Project for a comparable term, calculated using a present value analysis (provided, however, that this shall not be construed to restrict Tenant's ability to actually agree with such Transferee for the payment of rent in an amount that is lower than the rent being quoted by Landlord at the time of such Transfer as long as such lower rent is the result of private negotiations rather than public advertising).

(b) Upon Tenant's submission of a request for Landlord's consent to any such Transfer, Tenant shall pay to Landlord Landlord's then standard processing fee and reasonable attorneys' fees and costs incurred in connection with the proposed Transfer, which the parties hereby stipulate to be \$1,000.00, unless Landlord provides to Tenant evidence that Landlord has incurred greater costs in connection with the proposed Transfer;

(c) That the proposed Transferee shall execute an agreement pursuant to which it shall agree to perform faithfully and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease applicable to that portion of the Premises so transferred; and

(d) That an executed duplicate original of said assignment and assumption agreement or other Transfer on a form reasonably approved by Landlord, shall be delivered to Landlord within thirty (30) days after the execution thereof, and that such Transfer shall not be binding upon Landlord until the delivery thereof to Landlord and the execution and delivery of Landlord's consent thereto. It shall be a condition to Landlord's consent to any subleasing, assignment or other transfer of part or all of Tenant's interest in the Premises ("**Transfer**") that (i) intentionally omitted; (ii) any sublessee of part or all of Tenant's interest in the Premises shall agree that in the event Landlord gives such sublessee notice that Tenant is in default under this Lease, such sublessee shall thereafter make all sublease or other payments directly to Landlord, which will be received by Landlord without any liability whether to honor the sublease or otherwise (except to credit such payments against sums due under this Lease), and any sublessee shall agree to attorn to Landlord or its successors and assigns at their request should this Lease be terminated for any reason, except that in no event shall Landlord or its successors or assigns be obligated to

accept such attornment; (iii) any such Transfer and consent shall be effected on forms supplied by Landlord and/or its legal counsel; (iv) Landlord may require that Tenant not then be in default hereunder in any respect; and (v) Tenant or the proposed subtenant or assignee (collectively, "**Transferee**") shall agree to pay Landlord, upon demand, as Additional Rent, a sum equal to the additional costs, if any, incurred by Landlord for maintenance and repair as a result of any change in the nature of occupancy caused by such subletting or assignment. Any Transfer of this Lease which is not in compliance with the provisions of this Article 15 shall be voidable by written notice from Landlord and shall, at the option of Landlord, terminate this Lease. In no event shall the consent by Landlord to any Transfer be construed as relieving Tenant or any Transferee from obtaining the express written consent of Landlord to any further Transfer, or as releasing Tenant from any liability or obligation hereunder whether or not then accrued and Tenant shall continue to be fully liable therefor. No collection or acceptance of rent by Landlord from any person other than Tenant shall be deemed a waiver of any provision of this Article 15 or the acceptance of any Transferee hereunder, or a release of Tenant (or of any Transferee of Tenant). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under this Article 15 or otherwise has breached or acted unreasonably under this Article 15, their sole remedies shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable laws, on behalf of the proposed Transferee.

Notwithstanding anything to the contrary contained in this Article 15, Landlord shall have the option, by giving written notice to Tenant ("**Landlord's Recapture Notice**") within thirty (30) days after Landlord's receipt of a request for consent to a proposed Transfer, to terminate this Lease as to the portion of the Premises that is the subject of the proposed Transfer (hereinafter, the "**Recapture Space**"). If this Lease is so terminated with respect to less than the entire Premises, (i) the Basic Rental and Tenant's Proportionate Share shall be prorated based on the number of rentable square feet retained by Tenant as compared to the total number of rentable square feet previously contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon the request of either party, the parties shall execute written confirmation of the same, and (ii) Tenant shall be responsible for all costs incurred by Landlord in connection with separately demising the Recapture Space separate and apart from the balance of the Premises, including without limitation, all ductwork, systems work, demising wall installation and compliance with governmental requirements relating thereto ("**Landlord's Recapture Costs**"). Tenant shall reimburse Landlord for Landlord's Recapture Costs within thirty (30) business days following written demand therefor from Landlord. The effective date of any such termination shall be set forth in Landlord's Recapture Notice.

Notwithstanding the other provisions of this Article 15, an assignment or subletting of all or a portion of the Premises to an Affiliate (defined below) of Tenant shall be deemed permitted hereunder (a "**Permitted Affiliate Transfer**") without the requirement of obtaining Landlord's consent and without any right of Landlord to recapture the space that is subject to the Transfer; provided that (i) Tenant notifies Landlord of any such assignment or sublease at least ten (10) days prior to the estimated closing date and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such assignment or sublease or such Affiliate, (ii) such assignment or sublease is not a subterfuge by Tenant to avoid its obligations

under this Lease, (iii) the assignee or subtenant assumes, in full, the obligations of Tenant under this Lease, (iv) Tenant remains fully liable under this Lease, and (v) the use of the Premises remains unchanged and consistent with the character of the Project. The term "Affiliate" of Tenant shall mean an entity which is (a) controlled by, controls, or is under common control with Tenant or Tenant's parent company; (b) any entity with which Tenant has merged or consolidated, (c) any entity which acquires all or substantially all of the assets and/or shares of stock or assets of Tenant, and which continues to operate substantially the same business at the Premises as had been maintained by Tenant, or (d) other educational and business divisions of Tenant, so long as such educational and business divisions operate the Permitted Use in the Premises. The term "control," or "controlled" as used in this paragraph, shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of more than fifty percent (50%) of the voting interest in, an entity.

Tenant may, without Landlord's consent, allow another institution of the Nevada Systems of Higher Education to use the office space in the Premises for general office use only, provided that Tenant notifies Landlord of the same prior to its effective date and promptly supplies Landlord with any documents or information requested by Landlord regarding such entity and/or arrangement, and further provided that (aa) any such arrangement is not a subterfuge by Tenant to avoid its obligations under this Lease, (bb) such use by such other educational institution shall be subject and subordinate to all of the terms and conditions of this Lease, and (cc) Tenant shall remain fully liable under this Lease.

## ARTICLE 16

### DAMAGE OR DESTRUCTION

If the Project is damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deeds of trust covering the Premises or the Project, the damage shall be repaired by Landlord to the extent such insurance proceeds are available therefor and provided such repairs can, in Landlord's sole opinion, be completed within two hundred seventy (270) days after the necessity for repairs as a result of such damage becomes known to Landlord, without the payment of overtime or other premiums, and until such repairs are completed rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one (1) day or less). However, if the damage is due to the fault or neglect of Tenant, its employees, agents, contractors, guests, invitees and the like, there shall be no abatement of rent, unless and to the extent Landlord receives rental income insurance proceeds. Upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Section 14(a)(ii)(A) above; provided, however, that if the cost of repair of improvements within the Premises by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as so assigned by Tenant, such excess costs shall be paid by Tenant to Landlord prior to Landlord's repair of such damage. If repairs cannot, in Landlord's opinion, be completed within two hundred seventy (270) days after the necessity for repairs as a result of such damage becomes known to Landlord without the payment of overtime or other premiums, Landlord may, at its option, either (i) make such repairs in a reasonable time and in such event this Lease shall continue in effect and the Basic Rental shall be abated, if at all,

in the manner provided in this Article 16, or (ii) elect not to effect such repairs and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after Landlord learns of the necessity for repairs as a result of damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises. In addition, Landlord may elect to terminate this Lease if the Project shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, if the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. Finally, if the Premises or the Project is damaged to any substantial extent during the last twelve (12) months of the Term, then notwithstanding anything contained in this Article 16 to the contrary, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within sixty (60) days after Landlord learns of the necessity for repairs as the result of such damage. A total destruction of the Project shall automatically terminate this Lease. Except as provided in this Article 16, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from such damage or destruction or the making of any repairs, alterations or improvements in or to any portion of the Project or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture, furnishings, trade fixtures or equipment, and that Landlord shall not be obligated to repair any damage thereto or replace the same. Tenant acknowledges that Tenant shall have no right to any proceeds of insurance carried by Landlord relating to property damage.

#### **ARTICLE 17**

#### **SUBORDINATION**

This Lease is subject to and Tenant agrees to comply with all matters of record affecting the Real Property. This Lease is also subject and subordinate to all ground or underlying leases, mortgages and deeds of trust which affect the Real Property, as well as all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, if the lessor under any such lease or the holder or holders of any such mortgage or deed of trust shall advise Landlord that they desire or require this Lease to be prior and superior thereto, upon written request of Landlord to Tenant, Tenant agrees to execute, acknowledge and deliver, within twenty (20) days, any and all documents or instruments which Landlord or such lessor, holder or holders deem necessary or desirable for purposes thereof. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground or underlying leases, mortgages or deeds of trust which may hereafter be executed covering the Premises, the Project or the property or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided, however, that Landlord obtains from any future lender or other party in question a written undertaking in favor of Tenant to the effect that such future lender or other party will not disturb Tenant's right of possession under this Lease if Tenant is not then or thereafter in breach of any covenant or provision of this Lease. Tenant agrees, within twenty (20) days after Landlord's written request therefor, to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to assure the subordination of this Lease to any such mortgages, deed of trust, or leasehold estates. Tenant agrees that in the event any proceedings are brought for the foreclosure of any mortgage or deed of trust or any deed in

lieu thereof, to attorn to the purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof as so requested to do so by such purchaser and to recognize such purchaser as the lessor under this Lease; Tenant shall, within twenty (20) days after request execute such further instruments or assurances as such purchaser may reasonably deem necessary to evidence or confirm such attornment. Tenant agrees to provide copies of any notices of Landlord's default under this Lease to any mortgagee or deed of trust beneficiary whose address has been provided to Tenant and Tenant shall provide such mortgagee or deed of trust beneficiary a commercially reasonable time after receipt of such notice within which to cure any such default. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

## **ARTICLE 18.**

### **EMINENT DOMAIN**

If the whole of the Premises or the Project or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain, or is sold, transferred or conveyed in lieu thereof, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, at Landlord's option. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and trade fixtures belonging to Tenant and removable by Tenant at the expiration of the Term hereof as provided hereunder or for the interruption of, or damage to, Tenant's business. In the event of a partial taking described in this Article 18, or a sale, transfer or conveyance in lieu thereof, which does not result in a termination of this Lease, the rent shall be apportioned according to the ratio that the part of the Premises remaining useable by Tenant bears to the total area of the Premises. Tenant hereby waives any and all rights it might otherwise have pursuant to applicable law to terminate this Lease in the event an "essential" part of the Premises or Project is taken by governmental authority for public use.

## **ARTICLE 19**

### **DEFAULT**

Each of the following acts or omissions of Tenant or of any guarantor of Tenant's performance hereunder, or occurrences, shall constitute an "**Event of Default**":

- (a) Failure or refusal to pay Basic Rental, Additional Rent or any other amount to be paid by Tenant to Landlord hereunder within five (5) calendar days after notice that the same is due or payable hereunder; said five (5) day period shall be in lieu of, and not in addition to, the notice requirements of applicable Nevada law;

(b) Except as set forth in items (a) above and (c) through and including (g) below, failure to perform or observe any other covenant or condition of this Lease to be performed or observed within thirty (30) days following written notice to Tenant of such failure. Such thirty (30) day notice shall be in lieu of, and not in addition to, any required under applicable Nevada law;

(c) Abandonment or vacating or failure to accept tender of possession of the Premises or any significant portion thereof;

(d) The taking in execution or by similar process or law (other than by eminent domain) of the estate hereby created;

(e) The filing by Tenant or any guarantor hereunder in any court pursuant to any statute of a petition in bankruptcy or insolvency or for reorganization or arrangement for the appointment of a receiver of all or a portion of Tenant's property; the filing against Tenant or any guarantor hereunder of any such petition, or the commencement of a proceeding for the appointment of a trustee, receiver or liquidator for Tenant, or for any guarantor hereunder, or of any of the property of either, or a proceeding by any governmental authority for the dissolution or liquidation of Tenant or any guarantor hereunder, if such proceeding shall not be dismissed or trusteeship discontinued within thirty (30) days after commencement of such proceeding or the appointment of such trustee or receiver; or the making by Tenant or any guarantor hereunder of an assignment for the benefit of creditors. In the event Tenant's performance of this Lease is in default or breach at the time of the filing of a petition in any chapter of bankruptcy by or on behalf of Tenant, or involuntarily by the creditors or interested parties of Tenant, Tenant hereby stipulates to the lifting of the automatic stay in effect and relief from such stay for Landlord in the event Tenant files a petition under the United States Bankruptcy laws, for the purpose of Landlord pursuing its rights and remedies against Tenant and/or a guarantor of this Lease, particularly for the purpose of taking possession of the Premises or the pursuit of post-petition debt;

(f) Tenant's failure to cause to be released any mechanics liens filed against the Premises or the Project within twenty (20) days after the date the same shall have been filed or recorded;

(g) Tenant's failure to observe or perform according to the provisions of Articles 7, 14, 17, 25 or 28 within two (2) business days after notice from Landlord;

(h) A default by Tenant or any entity owned or controlled by or otherwise affiliated with Tenant under any other lease with Landlord or any affiliate of Landlord; or

(i) The commission of waste or nuisance by Tenant, its employees, principals, invitees, licensees or agents, in the use or possession of the subject premises, in which event Tenant shall vacate the subject premises and this Lease shall be deemed terminated upon three days' notice to quit.

All defaults by Tenant of any covenant or condition of this Lease shall be deemed by the parties hereto to be material.

## ARTICLE 20

### REMEDIES

(a) Upon the occurrence of an Event of Default under this Lease as provided in Article 19 hereof, Landlord may exercise all of its remedies as may be permitted by law, including without limitation, terminating this Lease, reentering the Premises and removing all persons and property therefrom, which property may be stored by Landlord at a warehouse or elsewhere at the risk, expense and for the account of Tenant. If Landlord elects to terminate this Lease, Landlord shall be entitled to recover from Tenant the aggregate of all amounts permitted by law, including but not limited to (i) the worth at the time of award of the amount of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, tenant improvement expenses, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. The term "rent" as used in this Section 20(a) shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in items (i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in item (e), below, but in no case greater than the maximum amount of such interest permitted by law. As used in item (iii), above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Nothing in this Article 20 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to the termination of this Lease for personal injuries or property damage under the indemnification clause or clauses contained in this Lease.

(c) Notwithstanding anything to the contrary set forth herein, Landlord's re-entry to perform acts of maintenance or preservation of or in connection with efforts to relet the Premises or any portion thereof, or the appointment of a receiver upon Landlord's initiative to protect Landlord's interest under this Lease shall not terminate Tenant's right to possession of the Premises or any portion thereof and, until Landlord does elect to terminate this Lease, this Lease shall continue in full force and effect and Landlord may enforce all of Landlord's rights and remedies hereunder including, without limitation, any right or remedy Landlord may have to continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due (if Tenant has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord

may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

(d) All rights, powers and remedies of Landlord hereunder and under any other agreement now or hereafter in force between Landlord and Tenant shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Landlord by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

(e) Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the lower of eighteen percent (18%) per annum or the maximum lawful rate of interest from the due date until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. In addition to such interest: (i) if Rental is not paid on or before the fifth (5<sup>th</sup>) day of the calendar month for which the same is due, a late charge equal to ten percent (10%) of the amount overdue or \$100, whichever is greater, shall be immediately due and owing and shall accrue for each calendar month or part thereof until such rental, including the late charge, is paid in full, which late charge Tenant hereby agrees is a reasonable estimate of the damages Landlord shall suffer as a result of Tenant's late payment and (ii) an additional charge of \$25 shall be assessed for any check given to Landlord by or on behalf of Tenant which is not honored by the drawee thereof; which damages include Landlord's additional administrative and other costs associated with such late payment and unsatisfied checks and the parties agree that it would be impracticable or extremely difficult to fix Landlord's actual damage in such event. Such charges for interest and late payments and unsatisfied checks are separate and cumulative and are in addition to and shall not diminish or represent a substitute for any or all of Landlord's rights or remedies under any other provision of this Lease or applicable law.

(f) Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within sixty (60) days after written notice is delivered by Tenant to Landlord and to the holder of any mortgages or deeds of trust (collectively, "Lender") covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than sixty (60) days are required for performance, then Landlord shall not be in default if Landlord or Lender commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion.

(g) In the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant's exclusive remedies shall be an action for specific performance or action for actual damages. Without limiting any other waiver by Tenant which may be contained in this Lease, Tenant hereby waives the benefit of any law granting it the right to perform Landlord's obligation, or the right to terminate this Lease on account of any Landlord default.



## **ARTICLE 21**

### **TRANSFER OF LANDLORD'S INTEREST**

In the event of any transfer or termination of Landlord's interest in the Premises or the Project by sale, assignment, transfer, foreclosure, deed-in-lieu of foreclosure or otherwise whether voluntary or involuntary, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord from and after the date of such transfer or termination, including furthermore without limitation, the obligation of Landlord under applicable law to return security deposit, if any, provided said security deposit is transferred to said transferee. Tenant agrees to attorn to the transferee upon any such transfer and to recognize such transferee as the lessor under this Lease and Tenant shall, within five (5) days after request, execute such further instruments or assurances as such transferee may reasonably deem necessary to evidence or confirm such attornment.

## **ARTICLE 22**

### **BROKER**

In connection with this Lease, Tenant warrants and represents that it has had dealings only with firm(s) set forth in Article 1.H. of the Basic Lease Provisions and that it knows of no other person or entity who is or might be entitled to a commission, finder's fee or other like payment in connection herewith and does hereby indemnify and agree to hold Landlord, its agents, members, partners, representatives, officers, affiliates, shareholders, employees, successors and assigns harmless from and against any and all loss, liability and expenses that Landlord may incur should such warranty and representation prove incorrect, inaccurate or false.

## **ARTICLE 23**

### **PARKING**

Tenant shall be provided, commencing on the Commencement Date, the number of unreserved parking passes set forth in Article 1.I. of the Basic Lease Provisions, which parking passes shall pertain to the Project parking facility. Tenant shall be provided such parking passes at no additional charge from Landlord during the initial Term; however, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the use of such parking passes by Tenant and parking facility by Tenant. Tenant's continued right to use the parking passes is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the parking passes are located, including any sticker or other identification system established by Landlord, Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations, and Tenant not being in default under this Lease. Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Project parking facility at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of rent under this Lease, from time to time, close-off or restrict access to the Project parking facility for purposes of permitting or facilitating any such construction, alteration or improvements. Landlord may, from time to

time, relocate any reserved parking spaces (if any) rented by Tenant to another location in the Project parking facility. Landlord may delegate its responsibilities hereunder to a parking operator or a lessee of the parking facility in which case such parking operator or lessee shall have all the rights of control attributed hereby to the Landlord. The parking passes rented by Tenant pursuant to this Article 23 are provided to Tenant solely for use by Tenant's own personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval. Tenant may validate visitor parking by such method or methods as the Landlord may establish, at the validation rate from time to time generally applicable to visitor parking. If at any time Tenant fails to use the maximum number of parking passes set forth in Article 1.1 of the Basic Lease Provisions, then at any time thereafter Tenant's ability to use any parking passes shall be subject to availability, as reasonably determined by Landlord.

#### **ARTICLE 24**

##### **WAIVER**

No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. No provision of this Lease may be waived by Landlord, except by an instrument in writing executed by Landlord. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. Any payment by Tenant or receipt by Landlord of an amount less than the total amount then due hereunder shall be deemed to be in partial payment only thereof and not a waiver of the balance due or an accord and satisfaction, notwithstanding any statement or endorsement to the contrary on any check or any other instrument delivered concurrently therewith or in reference thereto. Accordingly, Landlord may accept any such amount and negotiate any such check without prejudice to Landlord's right to recover all balances due and owing and to pursue its other rights against Tenant under this Lease, regardless of whether Landlord makes any notation on such instrument of payment or otherwise notifies Tenant that such acceptance or negotiation is without prejudice to Landlord's rights.

#### **ARTICLE 25**

##### **ESTOPPEL CERTIFICATE**

Tenant shall, at any time and from time to time, upon not less than twenty (20) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (the "**Estoppel Certificate**") certifying the following information, (but not limited to the following information in the event further information is requested by Landlord): (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and

certifying that this Lease, as modified, is in full force and effect); (ii) the dates to which the rental and other charges are paid in advance, if any; (iii) the amount of Tenant's security deposit, if any; and (iv) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Landlord hereunder, or specifying such defaults, events or conditions, if any are claimed. It is expressly understood and agreed that any such statement contained in the Estoppel Certificate delivered by Tenant to Landlord may be relied upon by Landlord's then-current lender and any prospective purchaser or encumbrancer of all or any portion of the Real Property. Tenant's failure to deliver such statement within such time shall constitute an admission by Tenant that all statements contained therein are true and correct. Furthermore, if Tenant fails to timely deliver an executed Estoppel Certificate to Landlord pursuant to the terms of this Article 25, then without limiting any other rights and remedies of Landlord, Landlord shall have the right to charge Tenant an amount equal to \$500 per day for each day thereafter until Tenant delivers to Landlord an Estoppel Certificate pursuant to the terms hereof. Tenant acknowledges and agrees that (A) such charge compensates Landlord for the administrative costs caused by the delinquency, and (B) Landlord's damage would be difficult to compute and the amount stated in this paragraph represents a reasonable estimate of such damage. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to execute any and all documents described in this Article 25 if Tenant fails to do so within the specified time period.

## **ARTICLE 26**

### **LIABILITY OF LANDLORD**

Notwithstanding anything in this Lease to the contrary, any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder or any claim, cause of action or obligation, contractual, statutory or otherwise by Tenant against Landlord or the Landlord Parties concerning, arising out of or relating to any matter relating to this Lease and all of the covenants and conditions or any obligations, contractual, statutory, or otherwise set forth herein, shall be limited solely and exclusively to an amount which is equal to the lesser of (i) the interest of Landlord in and to the Project, and (ii) the interest Landlord would have in the Project if the Project were encumbered by third party debt in an amount equal to ninety percent (90%) of the then current value of the Project (as such value is reasonably determined by Landlord). No other property or assets of Landlord or any Landlord Party shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, Landlord's obligations to Tenant, whether contractual, statutory or otherwise, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises.

## **ARTICLE 27**

### **INABILITY TO PERFORM**

This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any prevention, delay, stoppage due to strikes,

lockouts, acts of God, acts of terrorism, or any other cause previously, or at such time, beyond the reasonable control or anticipation of Landlord (collectively, a "**Force Majeure**") and Landlord's obligations under this Lease shall be forgiven and suspended by any such Force Majeure.

## **ARTICLE 28**

### **HAZARDOUS WASTE**

(a) Tenant shall not cause or permit any Hazardous Material (as defined in Section 28(d) below) to be brought, kept or used in or about the Project by Tenant, its agents, employees, contractors, or invitees. To the extent permitted by NRS 41, Tenant indemnifies Landlord and the Landlord Parties from and against any breach by Tenant or the Tenant Parties of the obligations stated in the preceding two sentences, and agrees to defend and hold Landlord and the Landlord Parties harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Project, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Project, damages arising from any adverse impact or marketing of space in the Project, and sums paid in settlement of claims, attorneys' fees and costs, consultant fees, and expert fees) which arise during or after the Term of this Lease as a result of such breach. This indemnification of Landlord and the Landlord Parties by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Project. Without limiting the foregoing, if the presence of any Hazardous Material on the Project caused or permitted by Tenant or the Tenant Parties results in any contamination of the Project, then subject to the provisions of Articles 9, 10 and 11 hereof, Tenant shall promptly take all actions at its sole expense as are necessary to return the Project to the condition existing prior to the introduction of any such Hazardous Material and the contractors to be used by Tenant for such work must be approved by Landlord, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Project and so long as such actions do not materially interfere with the use and enjoyment of the Project by the other tenants thereof; provided however, Landlord shall also have the right, by written notice to Tenant, to directly undertake any such mitigation efforts with regard to Hazardous Materials in or about the Project due to Tenant's breach of its obligations pursuant to this Section 28(a), and to charge Tenant, as Additional Rent, for the costs thereof.

(b) Landlord and Tenant acknowledge that Landlord may become legally liable for the costs of complying with Environmental Laws (as defined in Section 28(e) below) relating to Hazardous Material which are not the responsibility of Landlord or the responsibility of Tenant, including the following: (i) Hazardous Material present in the soil or ground water on the Project of which Landlord has no knowledge as of the effective date of this Lease; (ii) a change in Environmental Laws which relate to Hazardous Material which make that Hazardous Material which is present on the Real Property as of the effective date of this Lease, whether known or unknown to Landlord, a violation of such new Environmental Laws; (iii) Hazardous Material that migrates, flows, percolates, diffuses, or in any way moves on to, or under, the Project after the effective date of this Lease; or Hazardous Material present on or under the Project as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Project by other

lessees of the Project or their agents, employees, contractors, or invitees, or by others. Accordingly, Landlord and Tenant agree that the cost of complying with Environmental Laws relating to Hazardous Material on the Project for which Landlord is legally liable and which are paid or incurred by Landlord shall be an Operating Cost (and Tenant shall pay Tenant's Proportionate Share thereof in accordance with Article 3) unless the cost of such compliance as between Landlord and Tenant, is made the responsibility of Tenant pursuant to Section 28(a) above. To the extent any such Operating Cost relating to Hazardous Material is subsequently recovered or reimbursed through insurance, or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate reimbursement to the extent it has paid its share of such Operating Cost to which such recovery or reimbursement relates.

(c) It shall not be unreasonable for Landlord to withhold its consent to any proposed Transfer if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment, or disposal of Hazardous Material; (ii) the proposed Transferee has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with Hazardous Material contaminating a property if the contamination resulted from such Transferee's actions or use of the property in question; or (iii) the proposed Transferee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal, or storage of a Hazardous Material.

(d) As used herein, the term "Hazardous Material" means any (i) oil or any other petroleum-based substance, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (1) pose a hazard to the Project or to persons on or about the Project or (2) cause the Project to be in violation of any Laws; (ii) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (iii) chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. §300, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. §2601, et seq.; the Federal Hazardous Substances Control Act, as amended, 15 U.S.C. §1261, et seq.; and the Occupational Safety and Health Act, as amended, 29 U.S.C. §651, et seq.; (iv) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; and (v) other chemicals, materials or substances which may or could pose a hazard to the environment.

(e) As used herein, the term "Environmental Laws" means any applicable federal, state or local law, ordinance, or regulation relating to any Hazardous Material affecting the

Project, including, without limitation, the laws, ordinances, and regulations referred to in Section 28(d) above.

## ARTICLE 29

### SURRENDER OF PREMISES; REMOVAL OF PROPERTY

(a) The voluntary or other surrender of this Lease by Tenant to Landlord, or a mutual termination hereof, shall not work a merger, and shall at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies affecting the Premises.

(b) Upon the expiration of the Term of this Lease, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in good order and condition, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, moveable partitioning, telephone and data cabling and other articles of personal property in the Premises except to the extent Landlord elects by notice to Tenant to exercise its option to have any subleases or subtenancies assigned to it), and Tenant shall repair all damage to the Premises or Project resulting from the removal of such items.

(c) Whenever Landlord shall reenter the Premises as provided in Article 20 hereof, or as otherwise provided in this Lease, any property of Tenant not removed by Tenant upon the expiration of the Term of this Lease (or within forty-eight (48) hours after a termination by reason of Tenant's default), as provided in this Lease, shall be considered abandoned and, to the extent permitted by NRS 41, Landlord may remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant, and if Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale, in such manner and at such times and places as Landlord, in its sole discretion, may deem proper, without notice to or demand upon Tenant, for the payment of all or any part of such charges or the removal of any such property, and shall apply the proceeds of such sale as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees and costs for services rendered; second, to the payment of the cost of or charges for storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. Upon vacating the Premises and return thereof to Landlord, Tenant waives any and all rights to the return of any Tenant's property remaining therein, the same shall be deemed abandoned and may be disposed of by Landlord without further notice or legal requirement. Tenant shall indemnify and hold Landlord harmless as against any claim by third parties asserting a possessory or ownership interest in any abandoned property.

(d) All fixtures, Tenant Improvements, Alterations and/or appurtenances attached to or built into the Premises prior to or during the Term, whether by Landlord or Tenant and whether at the expense of Landlord or Tenant, or of both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the Term unless otherwise expressly provided for in this Lease or unless such removal is required by Landlord. Such fixtures, Tenant

Improvements, Alterations and/or appurtenances shall include but not be limited to: all floor coverings, drapes, paneling, built-in cabinetry, molding, doors, vaults (including vault doors), plumbing systems, security systems, electrical systems, lighting systems, communication systems, all fixtures and outlets for the systems mentioned above and for all telephone, radio and television purposes, and any special flooring or ceiling installations.

### ARTICLE 30

#### MISCELLANEOUS

(a) **SEVERABILITY; ENTIRE AGREEMENT.** ANY PROVISION OF THIS LEASE WHICH SHALL PROVE TO BE INVALID, VOID, OR ILLEGAL SHALL IN NO WAY AFFECT, IMPAIR OR INVALIDATE ANY OTHER PROVISION HEREOF AND SUCH OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT. THIS LEASE AND THE EXHIBITS AND ANY ADDENDUM ATTACHED HERETO CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH REGARD TO TENANT'S OCCUPANCY OR USE OF ALL OR ANY PORTION OF THE PROJECT, AND NO PRIOR AGREEMENT OR UNDERSTANDING PERTAINING TO ANY SUCH MATTER SHALL BE EFFECTIVE FOR ANY PURPOSE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR SUPPLEMENTED EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR SUCCESSOR IN INTEREST. THE PARTIES AGREE THAT ANY DELETION OF LANGUAGE FROM THIS LEASE PRIOR TO ITS MUTUAL EXECUTION BY LANDLORD AND TENANT SHALL NOT BE CONSTRUED TO HAVE ANY PARTICULAR MEANING OR TO RAISE ANY PRESUMPTION, CANON OF CONSTRUCTION OR IMPLICATION INCLUDING, WITHOUT LIMITATION, ANY IMPLICATION THAT THE PARTIES INTENDED THEREBY TO STATE THE CONVERSE, OBVERSE OR OPPOSITE OF THE DELETED LANGUAGE.

(b) **Attorneys' Fees.**

(i) In any action to enforce the terms of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorneys' fees and costs in such suit and such attorneys' fees and costs shall be deemed to have accrued prior to the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Tenant shall also reimburse Landlord for all costs incurred by Landlord in connection with enforcing its rights under this Lease against Tenant following a bankruptcy by Tenant or otherwise, including without limitation, legal fees, experts' fees and expenses, court costs and consulting fees. Should Tenant default in the performance of any covenant or provision of this Lease, resulting in the preparation of a Notice of Default, such as a Notice to Pay Rent or Quit, or a Notice to Perform Covenant or Quit, Tenant shall pay, as additional rental, upon demand of Landlord, Landlord's attorney's fees and costs in the preparation and/or service of such Notice of Default. A reasonable attorney fee for the purposes of the foregoing shall be \$3,000.00.

(ii) Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant covenants to save and hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof and from all costs and expenses, including reasonable attorneys' fees and costs incurred by Landlord in connection with such litigation.

(c) Time of Essence. Each of Tenant's covenants herein is a condition of Landlord's duty to perform and time is of the essence with respect to the performance of every provision of this Lease.

(d) Headings: Joint and Several. The article headings contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and the obligations herein imposed upon Tenant shall be joint and several as to each of the persons, firms or corporations of which Tenant may be composed.

(e) Reserved Area. Tenant hereby acknowledges and agrees that the exterior walls of the Premises and the area between the finished ceiling of the Premises and the slab of the floor of the Project thereabove have not been demised hereby and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wiring and cabling leading through, under or above the Premises or throughout the Project in locations which will not materially interfere with Tenant's use of the Premises and serving other parts of the Project are hereby excepted and reserved unto Landlord.

(f) **NO OPTION. THE SUBMISSION OF THIS LEASE BY LANDLORD, ITS AGENT OR REPRESENTATIVE FOR EXAMINATION OR EXECUTION BY TENANT DOES NOT CONSTITUTE AN OPTION OR OFFER TO LEASE THE PREMISES UPON THE TERMS AND CONDITIONS CONTAINED HEREIN OR A RESERVATION OF THE PREMISES IN FAVOR OF TENANT, IT BEING INTENDED HEREBY THAT THIS LEASE SHALL ONLY BECOME EFFECTIVE UPON THE EXECUTION HEREOF BY LANDLORD AND TENANT AND DELIVERY OF A FULLY EXECUTED LEASE TO TENANT.**

(g) Use of Project Name: Improvements. Tenant shall not be allowed to use the name, picture or representation of the Project, or words to that effect, in connection with any business carried on in the Premises or otherwise (except as Tenant's address) without the prior written consent of Landlord. In the event that Landlord undertakes any additional improvements on the Real Property including but not limited to new construction or renovation or additions to the existing improvements, Landlord shall not be liable to Tenant for any noise, dust, vibration or interference with access to the Premises or disruption in Tenant's business caused thereby.

(h) Rules and Regulations. Tenant shall observe faithfully and comply strictly with the rules and regulations ("Rules and Regulations") attached to this Lease as Exhibit "B" and



made a part hereof, and such other Rules and Regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Project, the facilities thereof, or the preservation of good order therein. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covenant or condition in any lease by any other tenant in the Project. A waiver by Landlord of any Rule or Regulation for any other tenant shall not constitute nor be deemed a waiver of the Rule or Regulation for this Tenant.

(i) Quiet Possession. Upon Tenant's paying the Basic Rental, Additional Rent and other sums provided hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to all of the provisions of this Lease.

(j) Rent. All payments required to be made hereunder to Landlord (other than the Security Deposit, if any) shall be deemed to be rent, whether or not described as such.

(k) Successors and Assigns. Subject to the provisions of Article 15 hereof, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(l) Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service evidenced by a signed receipt or sent by registered or certified mail, return receipt requested, or via overnight courier, and shall be effective upon proof of delivery, addressed as follows:

If to Tenant:

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

With a copy to:

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

And to:

University of Nevada, Las Vegas  
4505 S. Maryland Parkway  
Box 451033

Las Vegas, Nevada 89154-1033  
Attention: Purchasing Department

If to Landlord:

Omninet Westbay, LP  
9420 Wilshire Boulevard  
Suite 400  
Beverly Hills, California 90212  
Attention: Michael Danielpour

With a copy to:

Omninet Property Management  
9420 Wilshire Boulevard  
Suite 400  
Beverly Hills, California 90212  
Attention: Andrea Costantini

Either party may by notice to the other specify a different address for notice purposes. A copy of all notices to be given to Landlord hereunder shall be concurrently transmitted by Tenant to such party hereafter designated by notice from Landlord to Tenant. Any notices sent by Landlord regarding or relating to eviction procedures, including without limitation three (3) day notices, may be sent by regular mail.

(m) Persistent Delinquencies. In the event that Tenant shall be delinquent by more than fifteen (15) days in the payment of rent on three (3) separate occasions in any twelve (12) month period or if there are three (3) or more non-monetary defaults by Tenant in any twelve (12) month period, without limiting any other rights or remedies of Landlord, Landlord shall have the right to terminate this Lease by thirty (30) days written notice given by Landlord to Tenant within thirty (30) days of the last such delinquency, such thirty day notice shall not constitute a surrender of the Lease, and shall entitle Landlord to implement all remedies available at law or equity for breach of lease damages, as provided in Section 20 of this Lease and applicable law.

(n) Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable cure period set forth in this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as is in this Lease provided. All sums so paid by Landlord and all reasonable incidental costs, together with interest thereon at the rate specified in Section 20(e) above from the date of such payment by Landlord, shall be payable to Landlord on demand and Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other

right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the rent.

(o) Access, Changes in Project, Facilities, Name.

(i) Every part of the Project except the inside surfaces of all walls, windows and doors bounding the Premises (including exterior building walls, the rooftop, core corridor walls and doors and any core corridor entrance), and any space in or adjacent to the Premises or within the Project used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other building facilities, and the use thereof, as well as access thereto through the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord.

(ii) Landlord reserves the right, without incurring any liability to Tenant therefor, to make such changes in or to the Project and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, stairways and other improvements thereof, as it may deem necessary or desirable.

(iii) Landlord may adopt any name for the Project and Landlord reserves the right, from time to time, to change the name and/or address of the Project at any time.

(p) Signing Authority. Tenant hereby represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is duly authorized to do so and that all requisite authority has been granted to such individuals.

(q) Intentionally Omitted.

(r) Intentionally Omitted.

(s) Survival of Obligations. Any obligations of Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

(t) Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal and space planning consultants and any proposed Transferees.

(u) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada. No conflicts of law rules of any state or country (including, without limitation, Nevada conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Nevada, United States of America. All controversies, claims, actions or causes of action arising between the parties hereto and/or their respective successors and assigns, shall be brought, heard and adjudicated by the courts of the State of Nevada, with venue in the County of Clark County. Each of the parties hereto hereby consents to personal jurisdiction by the courts of the State of Nevada in connection with any such controversy, claim, action or cause of action, and each of the parties hereto consents to service of process by any means authorized by Nevada law and consent to the enforcement of any judgment so obtained in the courts of the State of Nevada on the same terms and conditions

as if such controversy, claim, action or cause of action had been originally heard and adjudicated to a final judgment in such courts. Each of the parties hereto further acknowledges that the laws and courts of Nevada were freely and voluntarily chosen to govern this Lease and to adjudicate any claims or disputes hereunder.

(v) **Office of Foreign Assets Control.** Tenant certifies to Landlord that (i) Tenant is not entering into this Lease, nor acting, for or on behalf of any person or entity named as a terrorist or other banned or blocked person or entity pursuant to any law, order, rule or regulation of the United States Treasury Department or the Office of Foreign Assets Control, and (ii) Tenant shall not assign this Lease or sublease to any such person or entity or anyone acting on behalf of any such person or entity. Landlord shall have the right to conduct all reasonable searches in order to ensure compliance with the foregoing. Tenant hereby agrees to indemnify, defend and hold Landlord and the Landlord Parties harmless from any and all claims arising from or related to any breach of the foregoing certification.

(w) **Financial Statements.** Within ten (10) days after Tenant's receipt of Landlord's written request, Tenant shall provide Landlord with current financial statements of Tenant and financial statements for the two (2) calendar or fiscal years (if Tenant's fiscal year is other than a calendar year) prior to the current financial statement year. Any such statements shall be prepared in accordance with generally accepted accounting principles and, if the normal practice of Tenant, shall be audited by an independent certified public accountant. Notwithstanding the foregoing, to the extent Tenant's financial statements are readily available on the website <https://www.unlv.edu/controller/reports> or another readily accessible website, then such requirement shall be deemed satisfied.

(x) **Exhibits.** The Exhibits attached hereto are incorporated herein by this reference as if fully set forth herein.

(y) **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent (and not dependent) and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to set off of any of the rent or other amounts owing hereunder against Landlord.

(z) **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

(aa) **Non-Discrimination.** Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this Lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall Tenant himself or herself, or any person claiming under or through him or her, establish or

permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants or vendees in the Premises.”

(bb) Access. Subject to the terms and conditions of this Lease, Tenant shall have access to the Premises, Project and parking facilities serving the Project twenty-four (24) hours per day, seven (7) days per week.

### ARTICLE 31

#### SIGNAGE/DIRECTORY

Provided Tenant is not in default hereunder, Landlord, at Landlord's sole cost and expense, shall have the right to install (i) one (1) line in the lobby directory during the Term, and (ii) applicable floor signage consistent with signage granted to tenants on other multi-tenant floors of the Project (collectively, "Tenant's Suite Signage"). Any revisions to the initial Tenant's Signage, if any, shall be made at Tenant's sole cost and expense. In addition, Tenant shall have the right, at Tenant's sole cost, to display its identification signage on the Project multi-tenant signage monument and one identification sign on the façade of the building located at 3016 W. Charleston Blvd., Las Vegas, Nevada 89102 (collectively, "Tenant's Monument and Building Signs"). Collectively, Tenant's Suite Signage and Tenant's Monument and Building Signs are referred to herein as "Tenant's Signage." Tenant's Signage shall be subject to Landlord's prior approval as to, without limitation, size, design, location, graphics, materials, colors and similar specifications and shall be consistent with the exterior design, materials and appearance of the Project and the Project's signage program and shall be further subject to all matters of record and all applicable governmental laws, rules, regulations, codes and Tenant's receipt of all permits and other governmental approvals and any applicable covenants, conditions and restrictions. Tenant's Signage shall be personal to the Original Tenant and may not be assigned to any assignee or sublessee, or any other person or entity. Landlord has the right, but not the obligation, to oversee the installation of Tenant's Signage. The cost to maintain and operate, if any, Tenant's Signage shall be paid for by Tenant, and Tenant shall be separately metered for such expense (the cost of separately metering any utility usage shall also be paid for by Tenant). Upon the expiration of the Term, or other earlier termination of this Lease, Tenant shall, at Tenant's sole cost, cause the removal of Tenant's Signage (provided that Landlord shall have the right, at its election, to perform such removal on behalf of Tenant, at Tenant's expense). Such costs shall (i) be payable within three (3) business days following written demand therefor from Landlord, and (ii) include, without limitation, the cost to repair and restore the Project to its original condition, normal wear and tear excepted. All costs to modify, maintain, repair or replace Tenant's Signage shall be borne by Tenant.

### ARTICLE 32

#### EARLY TERMINATION RIGHT

The Landlord acknowledges that the Tenant's ability to fund this Lease is based on grants from the certain governmental entities. Provided that Tenant is not then in default under this Lease, then, notwithstanding any contrary provision contained in this Lease, Tenant, at its sole discretion, may terminate this Lease if, and only if, through no fault of Tenant, all available funding is

completely eliminated (such that there remains no funds available to fund Tenant's obligations under this Lease). Tenant must give at least ninety (90) days prior written notice to Landlord of its election to terminate this Lease, which notice shall be accompanied by written evidence of such complete loss of funding. Basic Rental and all other amounts payable by Tenant shall be paid through and apportioned as of such termination effective date and from and after the termination effective date, neither Landlord nor Tenant shall have any further rights or obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease.

[The rest of this page intentionally left blank. Signatures on the next page.]

IN WITNESS WHEREOF, the parties have executed this Lease, consisting of the foregoing provisions and Articles, including all exhibits and other attachments referenced therein, as of the date first above written.

**"LANDLORD"**

**OMNINET WESTBAY, LP**  
A Delaware limited partnership

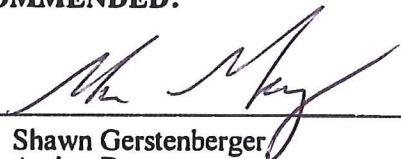
By: Omninet One GP, LLC,  
A California limited liability company  
Its Manager

By:   
Name: Michael Danielpour  
Title: Manager

**"TENANT"**

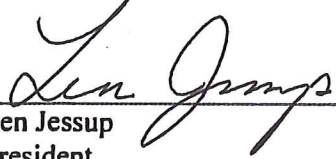
**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION**  
on behalf of the University of Nevada, Las Vegas, School of Medicine

**RECOMMENDED:**

By:   
Shawn Gerstenberger  
Acting Dean  
University of Nevada, Las Vegas, Medical School

\_\_\_\_\_  
Date


**RECOMMENDED:**

By:   
Len Jessup  
President  
University of Nevada, Las Vegas

\_\_\_\_\_  
Date

9/20/17

**APPROVED:**

By: 

Name: Thom Rolly

Title: Chancellor

10-5-2017

Date

**APPROVED AS TO LEGAL FORM:**

By: 

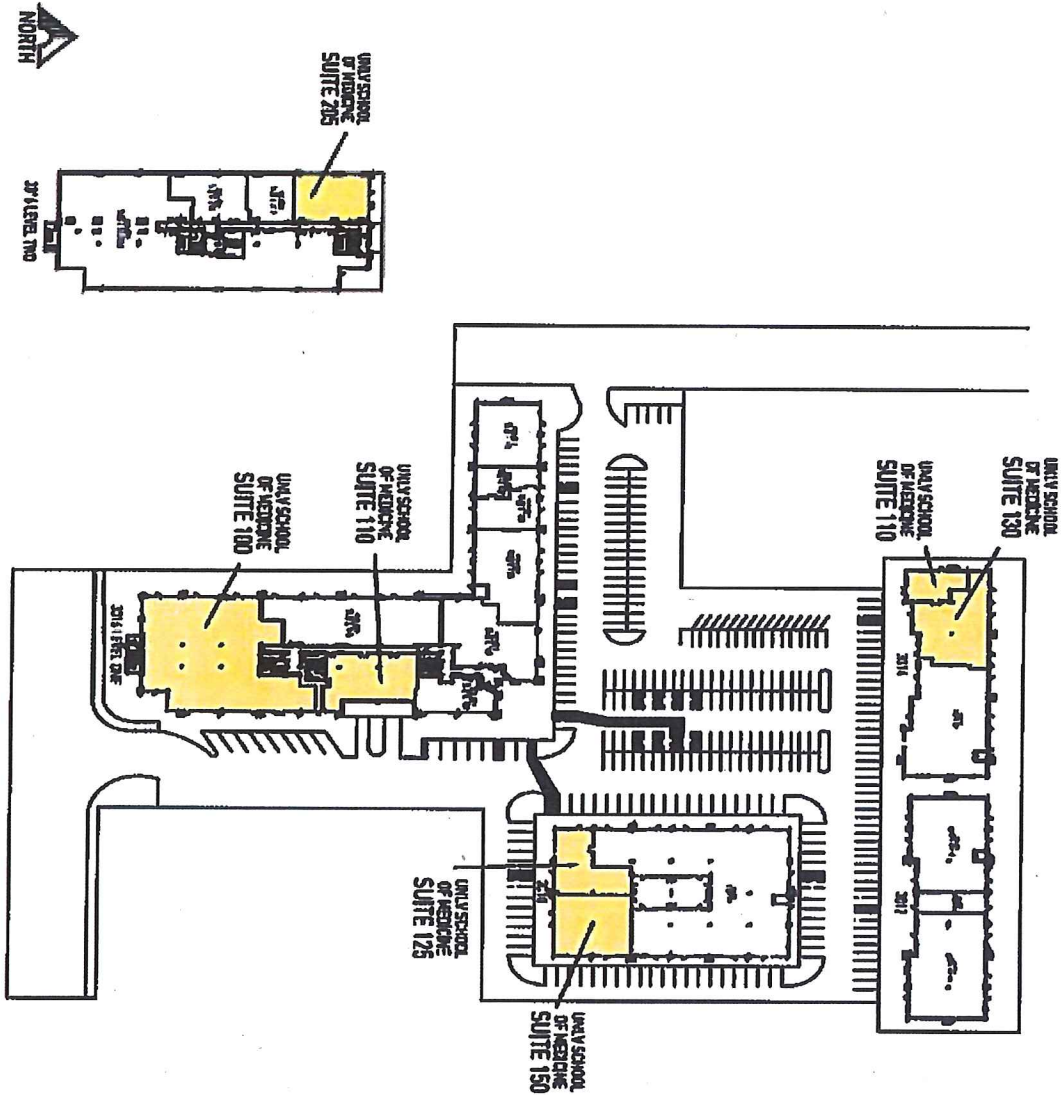
Elda L. Sidhu  
General Counsel  
University of Nevada, Las Vegas

9/12/17  
Date



**EXHIBIT A**

**PREMISES**



\* This Exhibit "A" is provided for informational purposes only and is intended to be only an

**approximation of the layout of the Premises and shall not be deemed to constitute any representation by Landlord as to the exact layout or configuration of the Premises.**

**EXHIBIT A**

**-2-**

## EXHIBIT B

### RULES AND REGULATIONS

1. No sign, advertisement or notice shall be displayed, printed or affixed on or to the Premises or to the outside or inside of the Project or so as to be visible from outside the Premises or Project without Landlord's prior written consent. Landlord shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Tenant, and Landlord shall not be liable in damages for such removal. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by Landlord or by a person selected by Landlord and in a manner and style acceptable to Landlord.
2. Tenant shall not obtain for use on the Premises ice, waxing, cleaning, interior glass polishing, rubbish removal, towel or other similar services, or accept barbering or bootblackening, or coffee cart services, milk, soft drinks or other like services on the Premises, except upon Landlord's prior written consent, which shall not be unreasonably withheld. No vending machines or machines of any description shall be installed, maintained or operated upon the Premises which are available to third parties other than Tenant's contractors, agents, employees, guests and invitees.
3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from Tenant's Premises. Under no circumstances is trash to be stored in the corridors. Notice must be given to Landlord for any large deliveries. Furniture, freight and other large or heavy articles, and all other deliveries may be brought into the Project only at times and in the manner designated by Landlord, and always at Tenant's sole responsibility and risk. Landlord may impose reasonable charges for use of freight elevators after or before normal business hours. All damage done to the Project by moving or maintaining such furniture, freight or articles shall be repaired by Landlord at Tenant's expense. Tenant shall not take or permit to be taken in or out of entrances or passenger elevators of the Project, any item normally taken, or which Landlord otherwise reasonably requires to be taken, in or out through service doors or on freight elevators. Tenant shall move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all waste that is at any time being taken from the Premises directly to the areas designated for disposal.
4. Toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein, particularly non-bio-degradable substances likely to clog plumbing, such as female hygiene products. Tenant shall advise its employees, invites and licensee of such usage restriction.
5. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, ceilings or floor or in any way deface the Premises. Tenant shall not place typed, handwritten or computer generated signs in the corridors or any other common areas. Should there be a need for signage additional to the Project standard tenant placard, a written request shall be made to Landlord to obtain approval prior to any installation. All costs for said signage shall be Tenant's responsibility.

6. In no event shall Tenant place a load upon any floor of the Premises or portion of any such flooring exceeding the floor load per square foot of area for which such floor is designed to carry and which is allowed by law, or any machinery or equipment which shall cause excessive vibration to the Premises or noticeable vibration to any other part of the Project. Prior to bringing any heavy safes, vaults, large computers or similarly heavy equipment into the Project, Tenant shall inform Landlord in writing of the dimensions and weights thereof and shall obtain Landlord's consent thereto. Such consent shall not constitute a representation or warranty by Landlord that the safe, vault or other equipment complies, with regard to distribution of weight and/or vibration, with the provisions of this Rule 6 nor relieve Tenant from responsibility for the consequences of such noncompliance, and any such safe, vault or other equipment which Landlord determines to constitute a danger of damage to the Project or a nuisance to other tenants, either alone or in combination with other heavy and/or vibrating objects and equipment, shall be promptly removed by Tenant, at Tenant's cost, upon Landlord's written notice of such determination and demand for removal thereof.

7. Tenant shall not use or keep in the Premises or Project any kerosene, gasoline or inflammable, explosive or combustible fluid or material, or use any method of heating or air-conditioning other than that supplied by Landlord.

8. Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.

9. Tenant shall not install or use any blinds, shades, awnings or screens in connection with any window or door of the Premises and shall not use any drape or window covering facing any exterior glass surface other than the standard drapes, blinds or other window covering established by Landlord.

10. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing window coverings when the sun's rays fall directly on windows of the Premises. Tenant shall not obstruct, alter, or in any way impair the efficient operation of Landlord's heating, ventilating and air-conditioning system. Tenant shall not tamper with or change the setting of any thermostats or control valves.

11. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Premises. Tenant shall not, without Landlord's prior written consent, occupy or permit any portion of the Premises to be occupied or used for the manufacture or sale of liquor or tobacco in any form, or a barber or manicure shop, or as an employment bureau. The Premises shall not be used for lodging or sleeping or for any improper, objectionable or immoral purpose. No auction shall be conducted on the Premises.

12. Tenant shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with occupants of Project or neighboring buildings or premises or those having business with it by the use of any musical instrument, radio, phonographs or unusual noise, or in any other way.

13. No bicycles or vehicles shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any tenant in the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for tenants, their employees and visitors shall be permitted. No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from or throughout the Premises. The foregoing notwithstanding, Tenant shall have the right to use a microwave and to heat microwavable items typically heated in an office. No hot plates, toasters, toaster ovens or similar open element cooking apparatus shall be permitted in the Premises.

14. No animals of any kind shall be brought into or otherwise kept in or about the Project by Tenant or Tenant's agents, employees, contractors or invitees other than service animals.

15. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Project shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills.

16. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanisms thereof unless Landlord is first notified thereof, gives written approval, and is furnished a key therefor. Each tenant must, upon the termination of his tenancy, give to Landlord all keys and key cards of stores, offices, or toilets or toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such change. If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant. Tenant shall not key or re-key any locks. All locks shall be keyed by Landlord's locksmith only.

17. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Project or its desirability as an office building and upon written notice from Landlord any tenant shall refrain from and discontinue such advertising.

18. Landlord reserves the right to control access to the Project by all persons after reasonable hours of generally recognized business days and at all hours on Sundays and legal holidays and may at all times control access to the equipment areas of the Project outside the Premises. Each tenant shall be responsible for all persons for whom it requests after hours access and shall be liable to Landlord for all acts of such persons. Landlord shall have the right from time to time to establish reasonable rules and charges pertaining to freight elevator usage, including the allocation and reservation of such usage for tenants' initial move-in to their premises, and final departure therefrom. Landlord may also establish from time to time reasonable rules and charges for accessing the equipment areas of the Project, including the risers, rooftops and telephone closets.

19. Any person employed by any tenant to do janitorial work shall, while in the Project and outside of the Premises, be subject to and under the control and direction of the Office of the

Project or its designated representative such as security personnel (but not as an agent or servant of Landlord, and the Tenant shall be responsible for all acts of such persons).

20. All doors opening on to public corridors shall be kept closed, except when being used for ingress and egress. Tenant shall cooperate and comply with any reasonable safety or security programs, including fire drills and air raid drills, and the appointment of "fire wardens" developed by Landlord for the Project, or required by law. Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights and water faucets in the Premises.

21. The requirements of tenants will be attended to only upon application to the Office of the Project.

22. Canvassing, soliciting and peddling in the Project are prohibited and each tenant shall cooperate to prevent the same.

23. All office equipment of any electrical or mechanical nature shall be placed by tenants in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance.

24. No air-conditioning unit, space heater or other similar apparatus shall be installed or used by any tenant without the prior written consent of Landlord. Tenant shall pay the cost of all electricity used for air-conditioning in the Premises if such electrical consumption exceeds normal office requirements, regardless of whether additional apparatus is installed pursuant to the preceding sentence.

25. There shall not be used in any space, or in the public halls of the Project, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards.

26. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Project must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord. Tenant shall not permit the consumption in the Premises of more than 2½ watts per net usable square foot in the Premises in respect of office lighting nor shall Tenant permit the consumption in the Premises of more than 1½ watts per net usable square foot of space in the Premises in respect of the power outlets therein, at any one time. In the event that such limits are exceeded, Landlord shall have the right to require Tenant to remove lighting fixtures and equipment and/or to charge Tenant for the cost of the additional electricity consumed.

27. Parking.

- to time.
- (a) Project parking facility hours shall be determined by Landlord from time
  - (b) Automobiles must be parked entirely within the stall lines on the floor.
  - (c) All directional signs and arrows must be observed.
  - (d) The speed limit shall be 5 miles per hour.

(e) Parking is prohibited in areas not striped for parking.

(f) Parking cards or any other device or form of identification supplied by Landlord (or its operator) shall remain the property of Landlord (or its operator). Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable or assignable and any device in the possession of an unauthorized holder will be void. There will be a replacement charge to the Tenant or person designated by Tenant of \$25.00 for loss of any parking card. There shall be a security deposit of \$25.00 due at issuance for each card key issued to Tenant.

(g) Intentionally Omitted.

(h) Intentionally Omitted.

(i) Landlord (and its operator) may refuse to permit any person who violates the within rules to park in the Project parking facility, and any violation of the rules shall subject the automobile to removal from the Project parking facility at the parker's expense. In either of said events, Landlord (or its operator) shall refund a pro rata portion of the current monthly parking rate and the sticker or any other form of identification supplied by Landlord (or its operator) will be returned to Landlord (or its operator).

(j) Project parking facility managers or attendants are not authorized to make or allow any exceptions to these Rules and Regulations.

(k) All responsibility for any loss or damage to automobiles or any personal property therein is assumed by the parker.

(l) Loss or theft of parking identification devices from automobiles must be reported to the Project parking facility manager immediately, and a lost or stolen report must be filed by the parker at that time.

(m) The parking facilities are for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.

(n) Intentionally Omitted.

(o) Tenant agrees to acquaint all employees with these Rules and Regulations.

(p) No vehicle shall be stored in the Project parking facility for a period of more than one (1) week.

28. The Project is a non-smoking Project. Smoking of any substance and carrying lighted cigars, cigarettes or pipes of any kind in the Premises or the Project, including the elevators, hallways, stairways, common area restrooms and other common areas of the Project, is prohibited.

29. Tenant shall not allow any employee or agent to carry any type of gun or other firearm in or about any of the Premises or Project.

30. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or drugs. Tenant shall not engage or pay any employees in the Project except those actually working for Tenant in the Project, and Tenant shall not advertise for non-clerical employees giving the Project as an address. The Premises shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

31. Landlord reserves the right to control and operate the Common Areas in such manner as it deems best for the benefit of the Project tenants. Landlord may exclude from all or a part of the common areas at all hours, other than during normal business hours, all unauthorized persons. Tenant shall be responsible for all Tenants or Tenant's agents who enter the Project at any time, whether during or after normal business hours and shall be liable to Landlord for all acts of such persons.

32. Tenant shall have the responsibility for the security of the Premises and, before closing and leaving the Premises at any time, Tenant shall see that all entrance doors are locked and all lights and office equipment within the Premises are turned off, and Landlord shall have no responsibility relating thereto. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from the Premises or common areas regardless of whether such loss occurs when the area is locked against entry or not.

33. The elevator designated for freight by Landlord will be available for use by all tenants in the Project during the hours and pursuant to such procedures as Landlord may determine from time to time. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the Project must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient in Landlord's sole opinion, to cover all personal liability, theft or damage to the Project, including, but not limited to, floor coverings, doors, walls, elevators, stairs, foliage and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Landlord will direct, and all moving will take place during non-normal business hours unless Landlord agrees in writing otherwise. Tenant will be responsible for the provision of Project security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Project. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Project by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Project and to exclude from the Project all such property which violates any of these Rules and Regulations or the Lease. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or



taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Landlord.

34. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

35. Tenant shall be permitted to install a reasonable number (as determined by Landlord) of commuter bike racks for Tenant's contractors, employees, agents, guests and invitees in locations designated by Landlord.

36. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's supervision and approval before performance of any such contractual services. This shall apply to all work performed in the Project, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Project. None of this work will be done by Tenant without first obtaining Landlord's written approval.

**EXHIBIT C**

**NOTICE OF TERM DATES**

TO: Board of Regents of the Nevada System of Higher Education      DATE: \_\_\_\_\_

3016 W. Charleston Blvd.

Suite 100

Las Vegas, Nevada 89102

RE: Standard Office Lease dated \_\_\_\_\_, 2017, between OMNINET WESTBAY, LP, a Delaware limited partnership ("**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**"), concerning Suite 100 in the building located at 3016 W. Charleston Blvd, Las Vegas, Nevada 89102, Suite 110 in the building located at 3016 W. Charleston Blvd, Las Vegas, Nevada 89102, Suite 205 in the building located at 3016 W. Charleston Blvd, Las Vegas, Nevada 89102, Suite 150 in the building located at 3010 W. Charleston Blvd, Las Vegas, Nevada 89102, Suite 125 in the building located at 3010 W. Charleston Blvd, Las Vegas, Nevada 89102, and Suites 110 and 130 in the building located at 3014 W. Charleston Blvd, Las Vegas, Nevada 89102 ("**Premises**") within the multi-building Development known as Westbay Office Park located at 3010-3016 West Charleston Boulevard, Las Vegas, Nevada 89102 (the "**Project**").

Ladies and Gentlemen:

In accordance with the Lease, Landlord wishes to advise and/or confirm the following:

1. That the Premises is outlined and attached to the Lease as Exhibit A.
2. The Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the Lease and that there is no deficiency in construction.
3. That the Tenant has taken possession of the Premises and acknowledges that under the provisions of the Lease the Term of said Lease shall commence as of \_\_\_\_\_ for a term of sixty (60) Lease Month sending on \_\_\_\_\_.
4. That in accordance with the Lease, Basic Rental commenced to accrue on \_\_\_\_\_.
5. If the Rent Commencement Date of the Lease is other than the first day of the month, the first billing will contain a prorata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in said Lease.

6. Rental is due and payable in advance on the first day of each and every month during the Term of said Lease. In addition to any interest that may be due, if Rental is not paid on or before the fifth (5<sup>th</sup>) days of the calendar month for which the same is due, Tenant shall be charged a late fee in accordance with the terms of the Lease. Your rent checks should be made payable to Omninet Westbay, LP, and sent to 9420 Wilshire Boulevard, Suite 400, Beverly Hills, California 90212, Attention: Accounts Receivable.

7. The exact number of rentable square feet within the Premises is 30,297 square feet.

**AGREED AND ACCEPTED:**

**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: \_\_\_\_\_

Dean  
University of Nevada, Las Vegas, Medical School

\_\_\_\_\_  
Date

**RECOMMENDED:**

By: \_\_\_\_\_

Len Jessup  
President  
University of Nevada, Las Vegas

\_\_\_\_\_  
Date

**APPROVED:**

By: \_\_\_\_\_

Chancellor  
Nevada System of Higher Education

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_

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

\_\_\_\_\_  
Date

**EXHIBIT D**

**TENANT WORK LETTER**

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

This Tenant Work Letter shall set forth the terms and conditions relating to the renovation of the tenant improvements in the Premises. This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise.

**SECTION 1**

**CONSTRUCTION DRAWINGS FOR THE PREMISES**

Landlord shall construct the improvements in the Premises (the "**Improvements**") pursuant to those certain plans prepared by Encompass Studio (collectively, the "**Plans**"), copies of which are attached hereto as Schedule "1", as supplemented by Tenant's Finish Specifications attached hereto as Schedule "2". To the extent Schedule "2" conflicts with Schedule "1", the terms of Schedule "1" shall control. Unless specifically noted to the contrary on the Plans, the Improvements shall be constructed using Project-standard quantities, specifications and materials as determined by Landlord. If determined by Landlord to be necessary based upon the Plans, Landlord shall cause the Architect to prepare detailed plans and specifications for the Improvements ("**Working Drawings**"). Landlord shall then forward the Working Drawings to Tenant for Tenant's approval. Tenant shall approve or reasonably disapprove any draft of the Working Drawings within seven (7) business days after Tenant's receipt thereof; provided, however, that (i) Tenant shall not be entitled to disapprove any portion, component or aspect of the Working Drawings which are consistent with the Plans unless Tenant agrees to pay for the additional cost resulting from such change in the Plans as part of the Over-Allowance Amount pursuant to Section 2 below, and (ii) any disapproval of the Working Drawings by Tenant shall be accompanied by a detailed written explanation of the reasons for Tenant's disapproval. Failure of Tenant to reasonably disapprove any draft of the Working Drawings within said seven (7) business day period shall be deemed to constitute Tenant's approval thereof. The Working Drawings, as approved by Landlord and Tenant, may be referred to herein as the "**Approved Working Drawings**." Tenant shall make no changes or modifications to the Plans or the Approved Working Drawings without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion if such change or modification would directly or indirectly delay the "**Substantial Completion**," as that term is defined in Section 5.1 of this Tenant Work Letter, of the Improvements in the Premises or increase the cost of designing or constructing the Improvements.

Notwithstanding any contrary provision contained in this Lease, provided that Tenant has approved the Working Drawings by June 30, 2017 and the Working Drawings are otherwise in a condition so that Landlord may approve and submit the same to the City for building permits for the Improvements, if the Substantial Completion of the Improvements has not occurred on or before the Deadline Date (i.e., June 1, 2018) then, as Tenant's sole and exclusive remedy, Tenant shall have the right to terminate this Lease upon and subject to the terms and conditions set forth in Section 2(a) of this Lease.

## SECTION 2

### OVER-ALLOWANCE AMOUNT

In the event any revisions, changes, or substitutions are made with Tenant's consent to the Plans or the Approved Working Drawings or the Improvements, any additional costs which arise in connection with such revisions, changes or substitutions shall be considered to be an "Over-Allowance Amount." The Over-Allowance Amount shall be paid by Tenant to Landlord, as Additional Rent, within thirty (30) days after Tenant's receipt of invoice therefor. The Over-Allowance Amount shall be disbursed by Landlord prior to the disbursement of any portion of Landlord's contribution to the construction of the Improvements.

## SECTION 3

### RETENTION OF CONTRACTOR; WARRANTIES AND GUARANTIES

Landlord hereby assigns to Tenant, on a non-exclusive basis, to the extent assignable, all warranties and guaranties by the contractor who constructs the Improvements (the "Contractor") relating to the Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Improvements. The Contractor shall be designated and retained by Landlord to construct the Improvements.

## SECTION 4

### TENANT'S COVENANTS

Tenant shall, at no cost to Tenant, cooperate with Landlord and the space planner or architect retained by Landlord ("Architect") to the extent required to permit Landlord to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Clark in accordance with applicable Nevada law upon completion of construction of the Improvements.

## SECTION 5

### COMPLETION OF THE IMPROVEMENTS

5.1 Substantial Completion. For purposes of this Lease, "Substantial Completion" of the Improvements in the Premises shall occur upon the completion of construction of the Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any tenant fixtures, work-stations, built-in furniture, or equipment to be installed by Tenant, and Landlord's receipt of a written sign-off by the local building inspector or receipt of a temporary certificate of occupancy with respect to the Premises, or the equivalent of either.

5.2 Delay of the Substantial Completion of the Premises. Except as provided in this Section 5.2, the Commencement Date shall occur as set forth in the Lease. If there shall be a delay or there are delays in the Substantial Completion of the Improvements in the Premises as a result of the following (collectively, "Tenant Delays"):

5.2.1 Tenant's failure to approve any matter requiring Tenant's approval within seven (7) business days after request by Landlord;

5.2.2 A breach by Tenant of the terms of this Tenant Work Letter or the Lease, which breach has not been cured within five (5) days after request by Landlord;

5.2.3 Tenant's request for changes in the Plans, Working Drawings or Approved Working Drawings;

5.2.4 Intentionally Omitted;

5.2.5 Tenant's requirement for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Improvements in the Premises, or which are different from, or not included in, Landlord's standard improvement package items for the Project;

5.2.6 Changes to the base, shell and core work of the Project required by the Approved Working Drawings or any changes thereto; or

5.2.7 Any other acts or omissions of Tenant, or its agents, contractors, representatives, or employees;

then, notwithstanding anything to the contrary set forth in the Lease or this Tenant Work Letter and regardless of the actual date of the Substantial Completion of the Improvements in the Premises, the date of Substantial Completion thereof shall be deemed to be the date that Substantial Completion would have occurred if no Tenant Delay or Delays, as set forth above, had occurred.

## **SECTION 6**

### **MISCELLANEOUS**

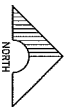
6.1 **Tenant's Representative.** Tenant will designate a sole representative with respect to the matters set forth in this Tenant Work Letter within three (3) days after Landlord's request therefor who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

6.2 **Landlord's Representative.** Prior to commencement of construction of the Improvements, Landlord shall designate a representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

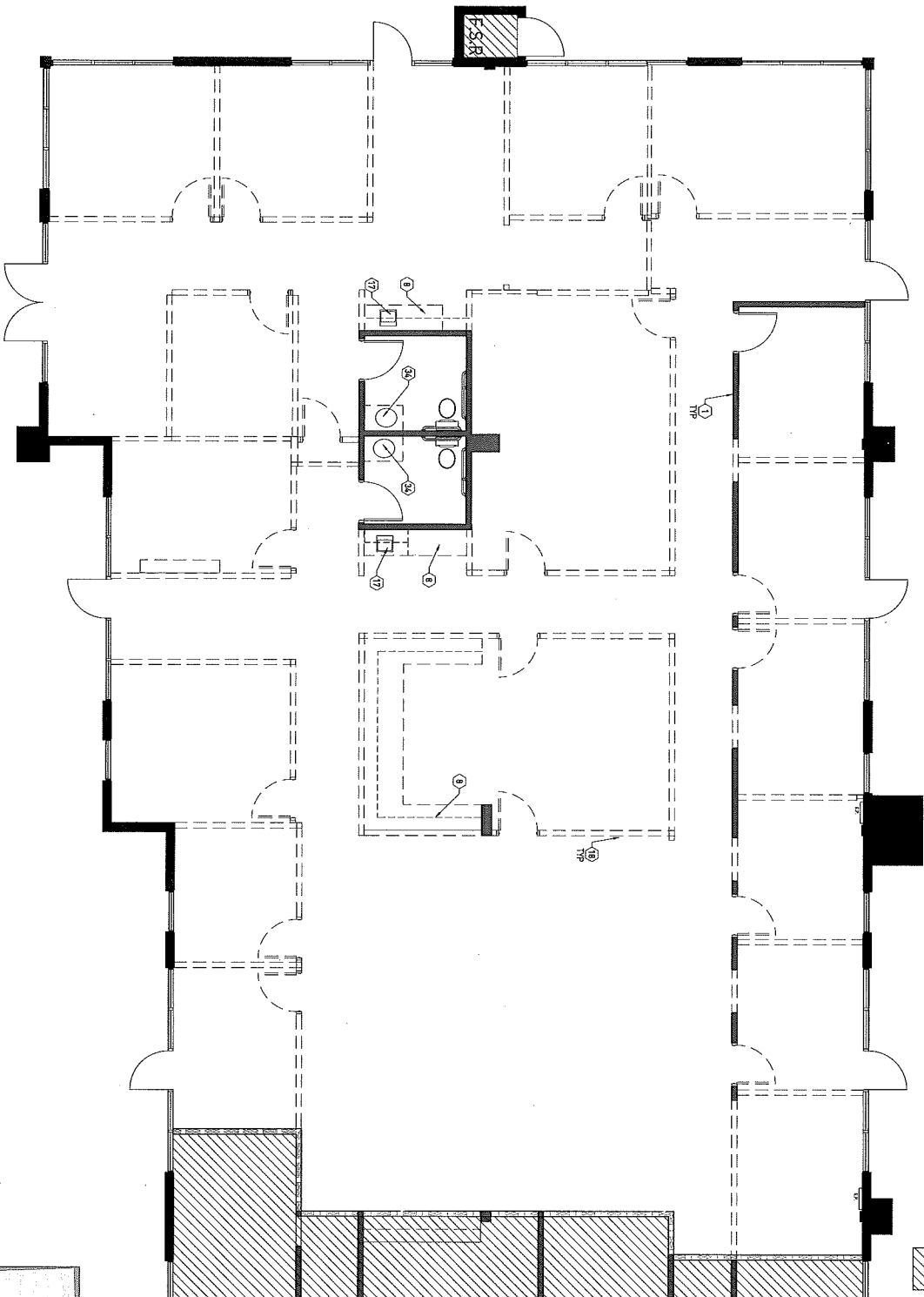
6.3 **Time of the Essence.** Time is of the essence with respect to Tenant's obligations under this Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days.

# DEMOLITION PLAN

SCALE: 1/8" = 1'-0"



KAREN HESTINGTON 08.31.17



NOT A PART

## LEGEND

GENERAL NOTES  
1. REFER TO SHEETS A1-10A-V. 2 FOR ADDITIONAL INFORMATION.

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3111 Charleston Blvd., Suite 1050 | Las Vegas, NV 89102  
702.733.2772  
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## DEMOLITION PLAN LEVEL ONE

for  
UNLV SCHOOL OF MEDICINE - PSYCHIATRY  
WESTRAY OFFICE PARK, SUITE 120  
3074 W. CHARLESTON BLVD., LAS VEGAS, NV 89102  
(BOARD OF REGENTS 04/22/22) Ref: BOK 8 Page 80 of 90

NO.	DATE	DESCRIPTION	BY
1	08.31.17	REV.	KH

DATE: 08.31.17  
PROJECT: 1877

SHEET NO. KH  
SHEET TOTAL: 24

A1-1.0



**GENERAL NOTES**

1.) REFER TO SHEETS AI-1.0-AI-1.2 FOR ADDITIONAL INFORMATION.

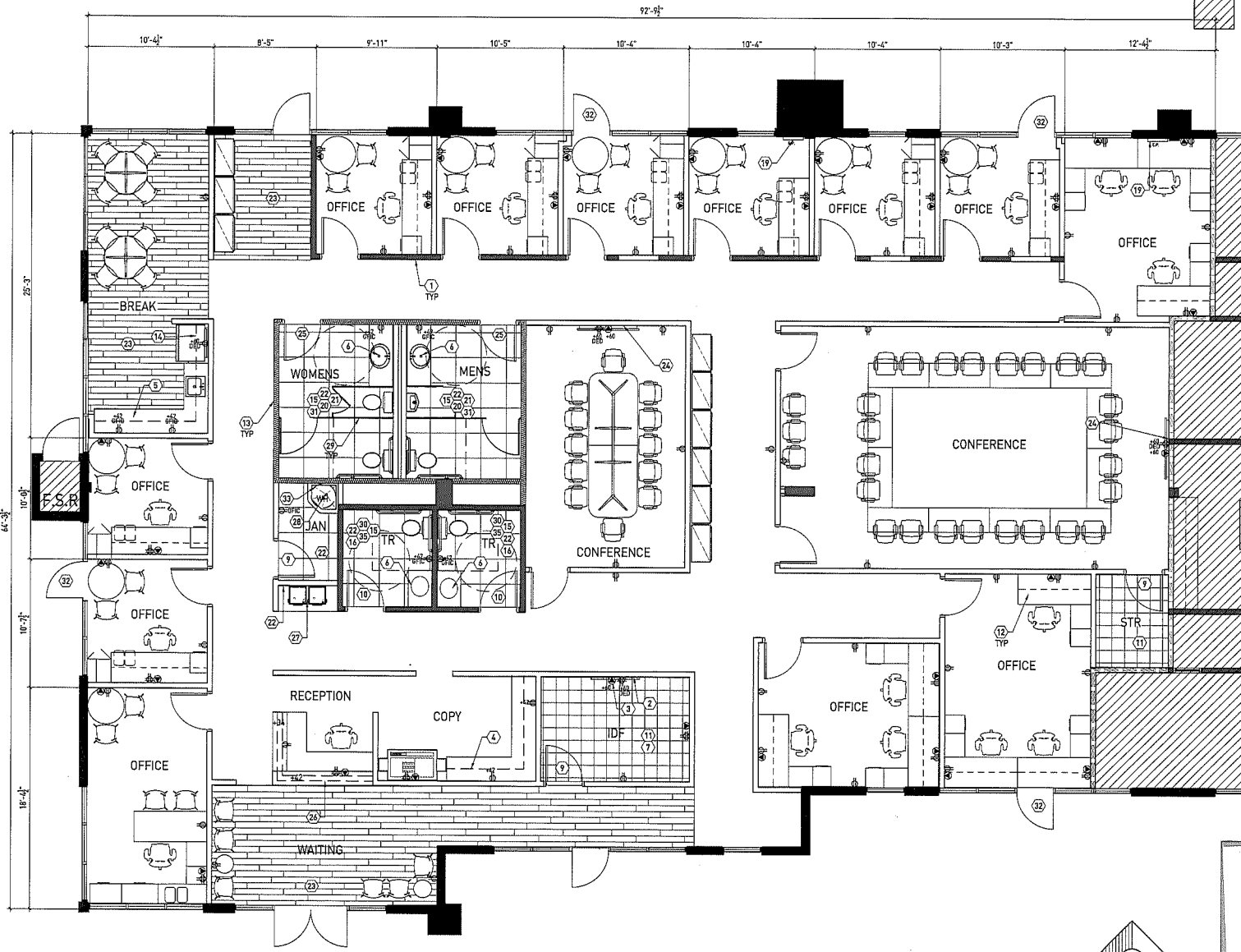
**LEGEND**

 NOT A PART



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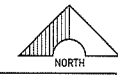
**PRELIMINARY PLAN**  
LEVEL ONE

for  
UNLV SCHOOL OF MEDICINE - PSYCHIATRY  
WESTBAY OFFICE PARK - SUITE 430  
3014 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

NO.	DATE / COMMENTS	BY
1	08.31.17	K.H.

DATE: 08.04.17  
PROJECT NO: 1917  
DRAWN BY: K.H.  
CHECKED BY: D.H.

**KAREN HESLINGTON 08.31.17**



SCALE: 1/4" = 1'-0"

**PRELIMINARY PLAN**

AI-1.1

## KEY NOTES

- 1 SHADED WALLS INDICATE EXISTING WALLS TO REMAIN (TYPICAL).
- 2 4 x 8 TELEPHONE BACKBOARD (PAINT TO MATCH WALL).
- 3 COMPUTER HOMERUN LOCATION.
- 4 24"D X 34"H BASE CABINET WITH 12"D X 30"H UPPER CABINET. COUNTER TOP FINISH: P.LAM-2, ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 5 24"D X 34"H BASE CABINET WITH 12"D X 30"H UPPER CABINET. PROVIDE SINGLE S.S. SINK (SINK DEPTH NOT TO EXCEED 6") FAUCET WITH SINGLE LEVER CONTROL. INSULATE ALL EXPOSED PIPING AS REQUIRED. PROVIDE REMOVABLE DOORS AND TOE/KICK FOR ACCESSIBILITY. COUNTER TOP FINISH: SS-1, ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 6 24"D WALL-HUNG COUNTER TOP (SUPPORT WITH WALL RECESSED METAL ANGLE BRACKET) WITH SINK AND 4" SPLASH AND SKIRT. COUNTER TOP W/ 1 1/2" SQUARE EDGE TO BE NO HIGHER THAN 34" A.F.F. INSULATE ALL EXPOSED PIPES, AS REQUIRED. COUNTER TOP FINISH: SS-1.
- 7 MECHANICAL ENGINEER TO DETERMINE COOLING NEEDS BASED ON EQUIPMENT SPECIFICATIONS AND HEAT OUTPUT.
- 8 DEMOLISH EXISTING CASEWORK, PATCH AND REPAIR WALL AS REQUIRED.
- 9 PROVIDE LOCKSET KEYS SEPARATELY.
- 10 PROVIDE PRIVACY LOCKSET, OR REUSE EXISTING.
- 11 VINYL TILE FLOORING, VT-1.
- 12 MODULAR FURNITURE PROVIDED BY TENANT, TYPICAL.
- 13 PROVIDE SOUND INSULATION IN WALL WITH (1) LAYERS OF 6"X8" BOARD EACH SIDE. EXTEND PARTITION WALL TO UNDERSIDE OF CEILING OR DECK.
- 14 TENANT TO PROVIDE FULL SIZE REFRIGERATOR. MODEL TO BE SELECTED.
- 15 CONTRACTOR TO CONFIRM EXISTING OR PROVIDE NEW: ACCESSIBLE GRAB BARS @ 36" A.F.F. GRAB BAR AT SIDE SHALL BE 42" MIN. IN LENGTH, LOCATED 12" MAX. FROM REAR WALL AND EXTENDING 54" MIN. FROM REAR WALL. IN ADDITION, A VERTICAL GRAB BAR 18" MIN. IN LENGTH SHALL BE MOUNTED WITH THE BOTTOM OF THE BAR LOCATED BETWEEN 39" AND 41" A.F.F. THE CENTERLINE OF THE BAR IS LOCATED BETWEEN 39" AND 41" FROM REAR WALL. BACK GRAB BAR SHALL BE 36" MIN. IN LENGTH AND EXTEND FROM THE CENTERLINE OF THE WATER CLOSET 12" MIN. ON THE SIDE CLOSEST TO THE WALL AND 24" MIN. OF THE TRANSFER SIDE. ACCESSIBLE WATER CLOSET (SEAT SHALL BE AT 17" - 19" A.F.F.), MIRROR SURFACE ABOVE SINK @ 38" A.F.F. MAX, TOILET TISSUE DISPENSER MOUNTED 7'-9" IN FRONT OF WATER CLOSET & 19" A.F.F. SINK @ 34" A.F.F. IF THERE IS CLEAR SPACE BELOW SINK, ANY EXPOSED PIPING TO BE INSULATED.
- 16 CONTRACTOR TO CONFIRM ALL EXISTING PLUMBING FIXTURES THAT WILL BE REUSED ARE IN GOOD WORKING ORDER, ADA COMPLIANCE, AND CLEANED TO LIKE NEW CONDITION.
- 17 DEMOLISH EXISTING PLUMBING FIXTURE, CAP PLUMBING LINE FLUSH WITH FLOOR OR WALL. PATCH AND REPAIR AS REQUIRED.
- 18 DASHED ITEMS INDICATE EXISTING WALLS AND DOORS TO BE DEMOLISHED (TYPICAL). PATCH AND REPAIR WHERE REQUIRED.
- 19 EXISTING ELECTRICAL PANELS TO REMAIN.
- 20 PROVIDE CEILING EXHAUST FAN, AS REQUIRED.
- 21 PROVIDE NEW BUILDING STANDARD GYP BD CEILING AND LIGHT FIXTURES. GENERAL CONFIGURATION AND FIXTURES TO MATCH SINGLE USER TOILET ROOMS. PROVIDE NEW CEILING MOUNTED LIGHT FIXTURES ABOVE SINK, LITHONIA LIGHTING 10813BN.
- 22 PROVIDE NEW TILE FLOORING AND WALL FINISH. REFER TO GENERAL NOTE#20 FOR MORE INFORMATION.
- 23 PROVIDE VINYL PLANK FLOORING, VP-1.
- 24 PROVIDE BACKING IN WALL FOR TENANT PROVIDED FLAT SCREEN TELEVISION, HOMERUN TO IT ROOM.
- 25 PROVIDE DOOR CLOSER.
- 26 BUILT-IN RECEPTION DESK: PARTIAL HEIGHT PARTITION WALL WITH 14"D TRANSACTION TOP @ 47" A.F.F. W/DROPPED COUNTER 34" A.F.F. (MIN. 36" W AS SHOWN) AND 30" X 24" COUNTER TOP. PROVIDE (1) BOX, BOX, FILE PEDESTAL (FOR LEGAL OR LETTER FILING) AND (1) GROMMET AS SHOWN. TRANSACTION AND DROPPED COUNTER TOP FINISH: SS-1. 30" H COUNTER TOP FINISH: P.LAM-2. ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 27 PROVIDE BUILDING STANDARD DRINKING FOUNTAINS.
- 28 PROVIDE BUILDING STANDARD MOP SINK.
- 29 PROVIDE BUILDING STANDARD TOILET PARTITIONS, FINISH: PLASTIC LAMINATE, WILSONART, Aeon 7949K-18 ASIAN NIGHT.
- 30 CONTRACTOR TO REUSE ALL ACCESSORIES AND FIXTURES, IF POSSIBLE AND IN GOOD WORKING ORDER.
- 31 ALL NEW PLUMBING FIXTURES AND ACCESSORIES TO BE BUILDING STANDARD AND TO MATCH SINGLE USER TOILET FIXTURES AND ACCESSORIES.
- 32 EXISTING DOORS TO BE LOCKED AND NOTED "NOT AN ENTRANCE".
- 33 PROVIDE NEW WATER HEATER. CONTRACTOR TO CONFIRM IF WATER HEATER CAN BE LOCATED ABOVE CEILING OR STACKED ABOVE SERVICE SINK.
- 34 DEMOLISH EXISTING COUNTER TOP. SALVAGE EXISTING SINK FOR REUSE IF POSSIBLE AND REINSTALL IN NEW COUNTER TOP PER KEYNOTE #6.
- 35 EXISTING CEILING AND LIGHT FIXTURES TO REMAIN, PROVIDE NEW PAINT. PROVIDE NEW CEILING MOUNTED LIGHT FIXTURES ABOVE SINK, LITHONIA LIGHTING 10813BN.

## FINISH SPECIFICATIONS

CODE	ITEM DESCRIPTION
CPT-1	CARPET: SHAW, MIX, MELD 5A165-64761 DAPPLE
VT-1	VINYL TILE: ARMSTRONG, STANDARD EXCELON - 51901 TAUPE.
BS-1	VINYL BASE: ROPPE, 624 CHAMELEON.
PT-1	PAINT: SHERWIN WILLIAMS, SW 7013 - IVORY LACE
PT-2	PAINT: SHERWIN WILLIAMS, SW 4108 - LATTE
PT-3	PAINT: SHERWIN WILLIAMS, SW 4101 - KILM BEIGE
PT-4	PAINT: SHERWIN WILLIAMS, SW 4005 - FOLKSTONE
PLAM-1	PLASTIC LAMINATE: NEVAMAR, CHAMPAGNE SAGAWOOD WM 8349-1.
PLAM-2	PLASTIC LAMINATE: TO BE SELECTED.
VP-1	VINYL PLANK: PHILADELPHIA COMMERCIAL, 5468V IN THE GRAIN - 00596 MILO
SS-1	SOLID SURFACE: FORMICA, 733- MIRAGE.

## GENERAL NOTES

- 1.1 ALL DIMENSIONS ARE APPROXIMATE.
- 2.1 FURNITURE LOCATIONS SHOWN FOR SCALE ONLY AND MAY NOT REPRESENT CLIENT'S ACTUAL FURNITURE.
- 3.1 PROVIDE NEW BUILDING STANDARD PAINT THROUGHOUT.
- 4.1 PROVIDE NEW BUILDING STANDARD CARPET AND 4" H WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.
- 5.1 PROVIDE NEW BUILDING STANDARD VINYL AND 4" H COVERED BASE TILE IN ALL STORAGE ROOM, IDF ROOMS, AND BREAK ROOMS.
- 6.1 THIS PLAN IS INTENDED TO GIVE THE CONTRACTOR A GENERAL INDICATION OF THE SCOPE OF THE DEMOLITION REQUIRED. CONTRACTOR TO VERIFY EXISTING CONDITIONS FOR ALL OTHER BUILDING ELEMENTS AFFECTED BY DEMOLITION AND REPORT ANY DISCREPANCIES TO BUILDING OWNER PRIOR TO COMMENCING WORK AND/OR PRICING.
- 7.1 CONTRACTOR TO CONSULT WITH BUILDING OWNER REPRESENTATIVE AS TO ITEMS SALVAGEABLE AND SHALL BE CAREFUL NOT TO DAMAGE ITEMS DURING DEMOLITION.
- 8.1 CONTRACTOR, PRIOR TO DEMOLITION, SHALL COORDINATE WITH ALL OTHER TRADES (MECH., ELEC., ETC.) IN ORDER TO CONFIRM EXACT EXTENT OF DEMOLITION WORK TO BE PERFORMED. NEW CONSTRUCTION SHOULD BE CONSIDERED.
- 9.1 CONTRACTOR SHALL REMOVE ALL EXISTING FLOOR AND WALL FINISHES WHERE NEW FINISHES ARE INDICATED.
- 10.1 REMOVE ALL UNUSED PHONE/DATA EQUIPMENT IN SUITE.
- 11.1 REMOVED ALL EXISTING NAMEPLATES, CHARTHOLDERS, PLYWOOD, ETC THAT IS NOT TO BE PART OF THIS BUILD OUT. PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED.
- 12.1 ALL UNUSED FLOOR OUTLETS AND COVERPLATES TO BE REMOVED. MAKE FLUSH TO FLOOR FOR FUTURE USE.
- 13.1 RELOCATE FIRE STROBES AND THERMOSTATS PER NEW CONFIGURATION, AS REQUIRED. PROVIDE LOCK BOXES OVER THERMOSTATS.
- 14.1 CONTRACTOR TO CONFIRM ALL EXISTING PLUMBING FIXTURES THAT WILL BE REUSED ARE IN GOOD WORKING ORDER AND CLEANED TO LIKE NEW CONDITION.
- 15.1 CONTRACTOR TO REUSE ALL EXISTING 8" H DOORS AND FRAMES WHERE POSSIBLE. REFINISH TO LIKE NEW CONDITION AND PROVIDE NEW WHERE NEEDED. PROVIDE NEW PAINT AT DOOR FRAMES, TO BE SELECTED.
- 16.1 UTILIZE EXISTING OUTLETS WHERE POSSIBLE. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. MAKE SURE ALL REUSED OUTLETS ARE IN WORKING ORDER. PROVIDE NEW OUTLETS AND TEL/DATA OUTLETS WHERE SHOWN.
- 17.1 UTILIZE EXISTING SUSPENDED CEILING GRIDS AND TILE WHERE POSSIBLE. REPLACE ANY STAINED, BROKEN, OR NON MATCHING CEILING TILE. PATCH, REPAIR AND MATCH CEILING SYSTEM WHERE DEMO AND NEW CONSTRUCTION OCCURS.
- 18.1 UTILIZE EXISTING 2X4 PARABOLIC FLUORESCENT LIGHT FIXTURES. REPLACE ANY NON MATCHING TEMPERATURE COLOR OR NON OPERATING LAMPS.
- 19.1 UTILIZE EXISTING BUILDING STANDARD BLINDS AT EXTERIOR GLAZING. CONTRACTOR TO REPLACE ANY DAMAGED, BROKEN, OR MISSING BLINDS TO MATCH EXISTING. REPLACE ANY NON BUILDING STANDARD BLINDS WITH BUILDING STANDARD.
- 20.1 REPLACE ALL TILE FLOORING AND WALL FINISH IN TOILET ROOMS WITH NEW. ALL FRP TO BE REPLACED WITH TILE ON ALL WET WALLS (RETURN WALL @ TOILET FIXTURE TO EDGE OF MIRROR) TO 72" A.F.F. FLOOR AND 6" BASE TILE: ATTIC CEMENT, CHARCOAL/GRAY 18"X18". WALL TILE: POLISHED WHITE. (SUPPLIED BY BUILDING OWNER). PROVIDE FRP IN JAN CLOSET.
- 21.1 PROVIDE MISSING 8" H BUILDING STANDARD DOORS, HARDWARE AND PAINTED FRAMES AS NEEDED TO MATCH EXISTING.
- 22.1 REMOVE ALL ELEC/DATA AND LIGHT SWITCHES THAT ARE EXISTING AND ABANDONED ABOVE STANDARD HEIGHT. MATCH AND PATCH WALL AS REQUIRED.
- 23.1 REMOVED ALL EXISTING MILLWORK THAT IS ABANDONED, SALVAGE FOR REUSE IF POSSIBLE.

## LOCATION PLAN



## PROJECT DATA

CONSTRUCTION TYPE: II - B  
 OCCUPANCY GROUP: B  
 ADJACENT OCCUPANCY GROUP: B  
 TENANT FLOOR AREA: 5,158 SQ. FT.  
 BUSINESS OCCUPANT LOAD: 3,368 SF/100 = 34  
 CONF. RMS. OCCUPANT LOAD: 904 SF/15 = 61  
 STOR. RMS. OCCUPANT LOAD: 193 SF/300 = 1  
 WAITING RMS. OCCUPANT LOAD: 182 SF/15 = 13  
 TOILET RMS. OCCUPANT LOAD: 411 SF/0 = 0  
 TOTAL OCCUPANT LOAD: 111

FIRE SPRINKLERS: YES  
 FIRE ALARM SYSTEM: YES  
 TYPE: AUTOMATIC (PER NFPA 72)  
 NUMBER OF STORIES: 1  
 EXITS REQUIRED:  
 TWO (3'-0")  
 EXITS PROVIDED:  
 TWO (3'-0")  
 ONE (6'-0")

PLUMBING LOAD:  
 TOTAL OCCUPANT LOAD: 111/2 - 54 MEN, 56 WOMEN. PROVIDE 1 FIXTURE PER 25 FOR FIRST 25, 1 PER 50 FOR THE REMAINDER - 3 MEN AND 3 WOMEN FIXTURES REQUIRED AND PROVIDED IN SUITE.

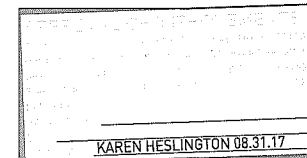
CODE EDITIONS USED: 2012 IBC, 2009 IECC, 2012 UMC, 2012 UPC, 2009 ICC A117.1, 2011 NEC, SO. NV. AMENDMENTS AND 2012 IFC AND AMENDMENTS.

## ELECTRICAL LEGEND

- DUPLX OUTLET
- QUADRUPLX OUTLET
- CABLE OUTLET. CONTRACTOR TO PROVIDE JUNCTION BOX 1" CONDUIT, PULL STRING AND STUB UP TO CEILING - TENANT TO PROVIDE PLENUM RATED CABLE FROM THERE.
- DEDICATED OUTLET
- GROUND FAULT INTERRUPTER
- FLOOR MOUNTED OUTLETS (USE FLUSH MOUNT WHERE POSSIBLE)
- SPECIALTY OUTLETS (AS NOTED)
- DATA / VOICE OUTLET, CONTRACTOR TO PROVIDE JUNCTION BOX 1" CONDUIT, PULL STRING AND STUB UP TO CEILING - TENANT TO PROVIDE PLENUM RATED CABLE FROM THERE
- NUMBER INDICATES QUANTITY OF DATA CABLES REQUIRED, SIZE CONDUIT ACCORDINGLY
- JUNCTION BOX (AS NOTED)
- DATA/POWER POLE (AS NOTED)

## WALL LEGEND

- EXISTING WALL / CONSTRUCTION
- EXISTING DEMISING WALL
- NEW DEMISING WALL
- NEW PARTITION WALL
- SOUND INSULATED WALL (AS NOTED)
- PARTIAL HEIGHT WALL (AS NOTED)
- DEMOLISHED EXISTING CONSTRUCTION
- NEW 1 HOUR RATED WALL



241 W. Charleston Blvd, Suite 150 | Las Vegas, NV 89102  
 design@encompassstudio.com | TEL: 703.775.9500

**PRELIMINARY NOTES**  
 LEVEL ONE  
 UNLV SCHOOL OF MEDICINE - PSYCHIATRY  
 WESTBAY OFFICE PARK - SUITE 130  
 3014 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

REV.	DATE/COMMENTS	BY
1	08.31.17	K.H.

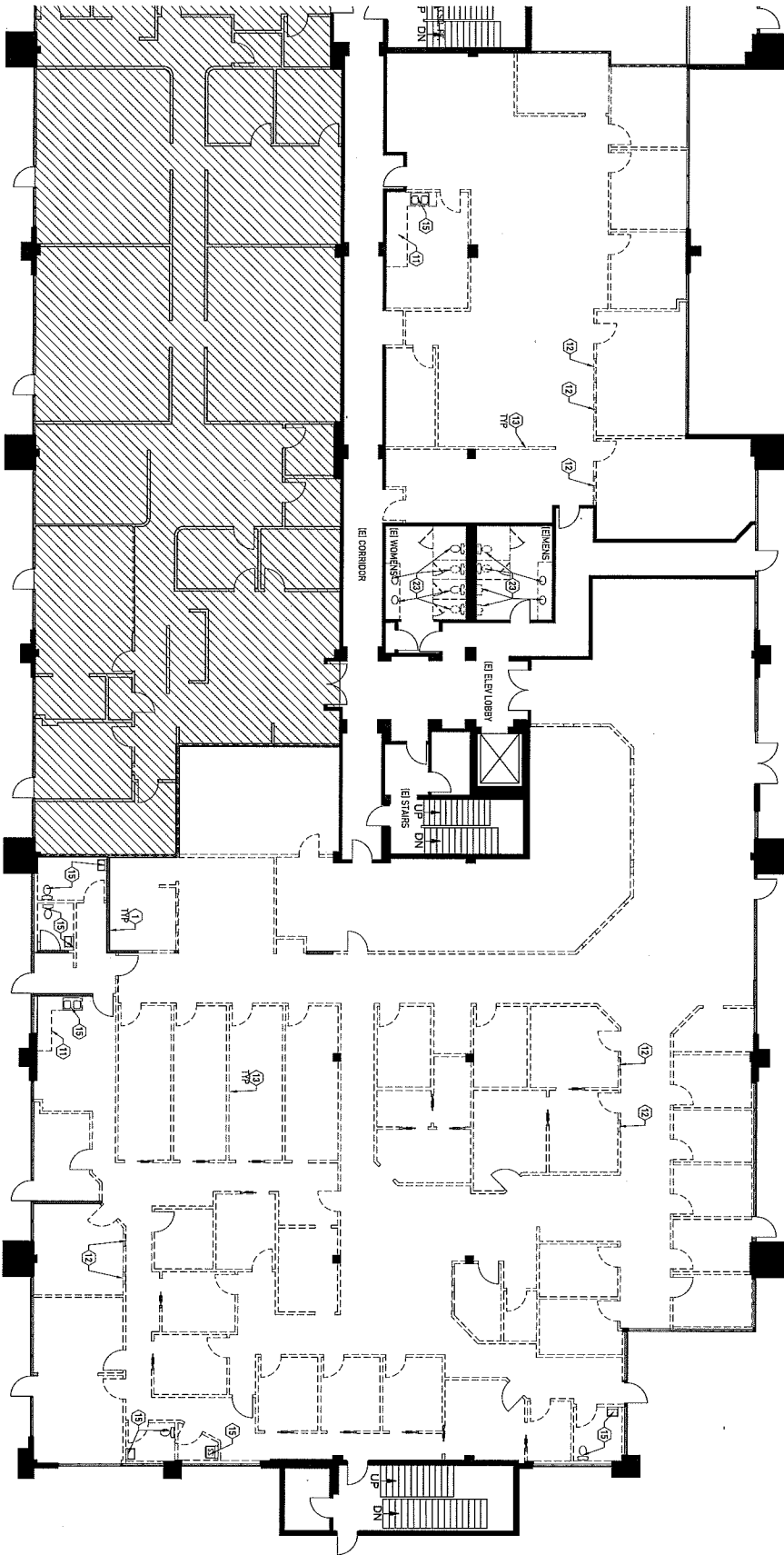
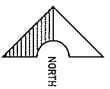
DATE: 08.04.17  
 PROJECT NO: 1917  
 DRAWN BY: K.H.  
 CHECKED BY: D.H.

DRAWING NUMBER

AI-1.2

# DEMOLITION PLAN

SCALE: 1/8" = 1'-0"



NOT A PART

### GENERAL NOTES

1. REFER TO SHEETS A-1.0-A, 1.0-B, 1.0-C FOR ADDITIONAL INFORMATION.

### LEGEND

RECONSTRUCTION + INTERIOR



ENCOMPASS STUDIO

3110 Charleston Blvd., Suite 103 Las Vegas, NV 89102  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 www.encompassstudio.com

KAREN HESLINGTON 08.31.17

## DEMOLITION PLAN LEVEL ONE

for  
 UNLV SCHOOL OF MEDICINE - PRACTICE  
 WESTRAY OFFICE PARK, SUITE 100 & 110  
 3076 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

BOARD OF REGISTRATION FOR ARCHITECTS, ENGINEERS AND SURVEYORS OF NEVADA

NO.	DATE	DESCRIPTION	BY
1	08.31.17	K.H.	

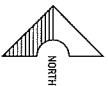
  

DATE: 08/31/17	DRAWN BY: K.H.
PROJECT NO.: 1817	CHECKED BY: D.H.

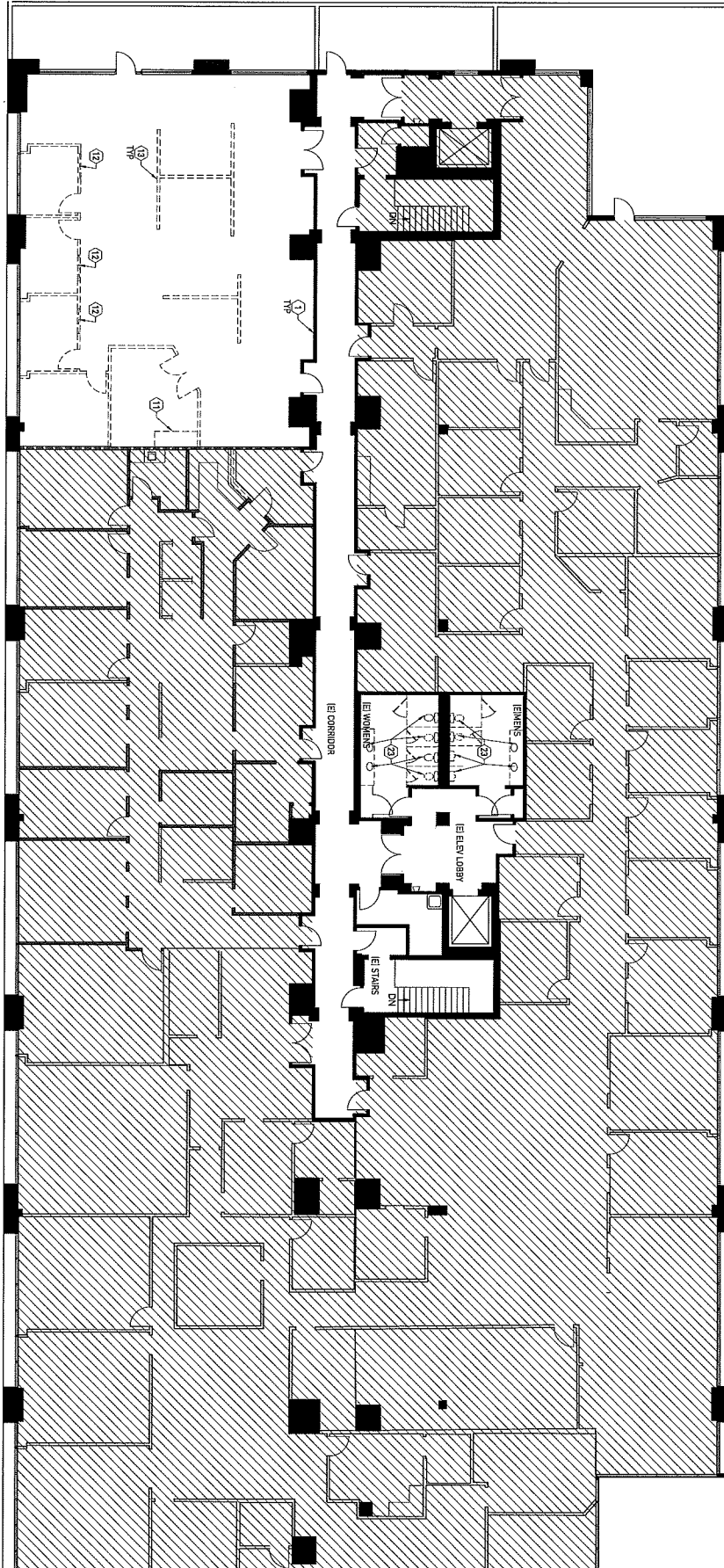
A1-1.0

# DEMOLITION PLAN

SCALE: 1/8" = 1'-0"



KAREN HESLINGTON DS.31.17



## GENERAL NOTES

1) REFER TO SHEETS A1-1.2 & A1-1.3 FOR ADDITIONAL INFORMATION.

## LEGEND



NOT A PART



ENCOMPASS STUDIO  
ARCHITECTURE + INTERIORS

301 N. GARDEN BLVD., SUITE 100 | LAS VEGAS, NV 89101  
PH: 702.735.1111 | WWW.ENCOMPASSSTUDIO.COM

## DEMOLITION PLAN LEVEL ONE

for  
UNLV SCHOOL OF MEDICINE - PRACTICE  
WESTRAY OFFICE PARK, SUITE 205

3016 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

A1-1.1


DATE: 08/17  
DRAWN BY: K.H.  
CHECKED BY: D.H.

PROJECT NAME:

NO.	DATE	BY	REVISION
1 <td>08/17 <td>K.H. <td>ISSUE FOR PERMIT</td> </td></td>	08/17 <td>K.H. <td>ISSUE FOR PERMIT</td> </td>	K.H. <td>ISSUE FOR PERMIT</td>	ISSUE FOR PERMIT

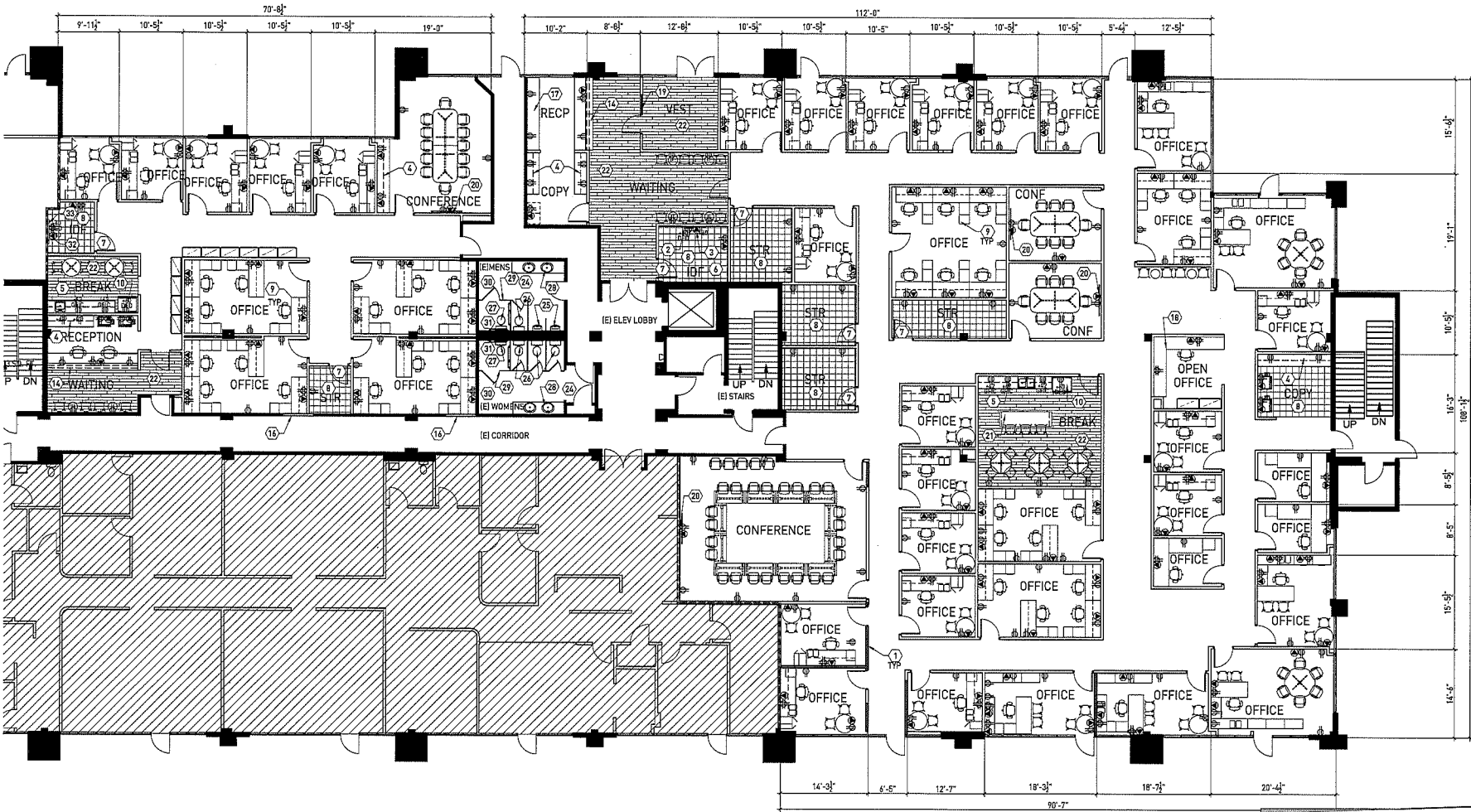
DATE:

**GENERAL NOTES**  
 1.) REFER TO SHEETS AI-1.0-AI-1.4 FOR ADDITIONAL INFORMATION.

**LEGEND**  
 NOT A PART



**ENCOMPASS STUDIO**  
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 241 W. Charleston Blvd, Suite 156 | Las Vegas, NV 89102  
 800.735.7788 | 702.735.7788



**PRELIMINARY PLAN**  
 LEVEL ONE  
 for  
 UNLV SCHOOL OF MEDICINE - PRACTICE  
 WESTBAY OFFICE PARK - SUITE 110 & 100  
 3016 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

NO.	DATE / COMMENTS	BY
1	08.31.17	K.H.

DATE: 08.04.17  
 PROJECT NO: 1917  
 DRAWN BY: K.H.  
 CHECKED BY: D.H.

**PRELIMINARY PLAN**



SCALE: 1/8" = 1'-0"

KAREN HESLINGTON 08.31.17

AI-1.2

GENERAL NOTES

1.) REFER TO SHEETS AI-1.0-AI-1.4 FOR ADDITIONAL INFORMATION.

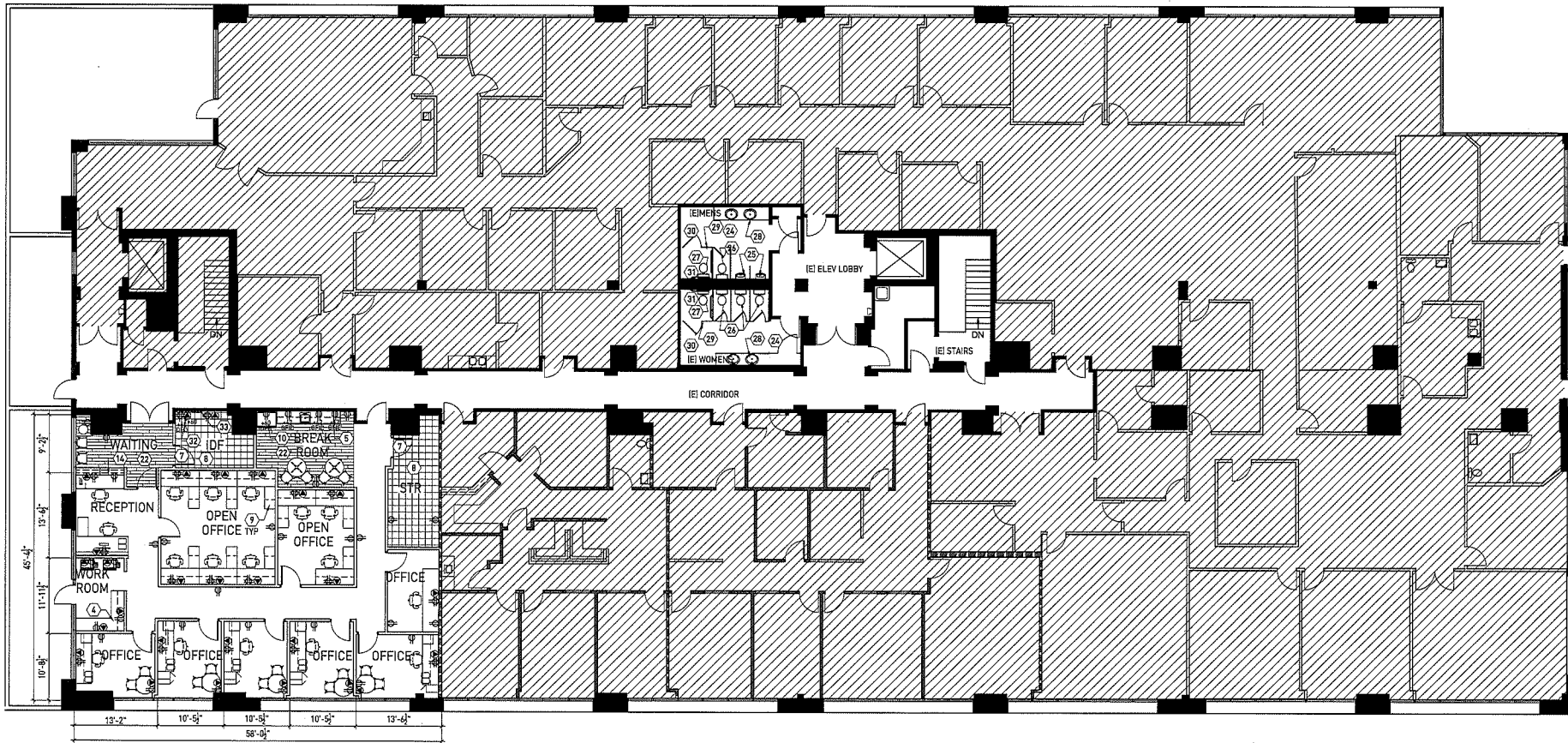
LEGEND

NOT A PART



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info@encompass.com 702.733.7788



PRELIMINARY PLAN  
LEVEL ONE

for  
UNLV SCHOOL OF MEDICINE - PRACTICE  
WESTBAY OFFICE PARK - SUITE 205  
3016 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

NO.	DATE / COMMENTS	BY
1	08.31.17	K.H.

DATE: 08.04.17 DRAWN BY: K.H.  
PROJECT NO: 1917 CHECKED BY: D.H.

SHEET NUMBER

AI-1.3

PRELIMINARY PLAN



SCALE: 1/8" = 1'-0"

KAREN HESLINGTON 08.31.17

## KEYNOTES

- 1) SHADED WALLS INDICATE EXISTING WALLS TO REMAIN (TYPICAL).
- 2) 4 x 8 TELEPHONE BACKBOARD (PAINT TO MATCH WALL).
- 3) COMPUTER HOMERUN LOCATION.
- 4) 24"D X 34"H BASE CABINET WITH 12"D X 30"H UPPER CABINET. COUNTER TOP FINISH: P.LAM-2. ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 5) 24"D X 34"H BASE CABINET WITH 12"D X 30"H UPPER CABINET. PROVIDE SINGLE OR DOUBLE S.S. SINK (SINK DEPTH NOT TO EXCEED 4") FACET WITH SINGLE LEVER CONTROL. INSULATE ALL EXPOSED PIPING AS REQUIRED. PROVIDE REMOVABLE DOORS AND TOE/KICK FOR ACCESSIBILITY. COUNTER TOP FINISH: SS-1. ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 6) MECHANICAL ENGINEER TO DETERMINE COOLING NEEDS BASED ON EQUIPMENT SPECIFICATIONS AND HEAT OUTPUT.
- 7) PROVIDE LOCKSET KEYS SEPARATELY.
- 8) VINYL TILE FLOORING, VT-1.
- 9) MODULAR FURNITURE PROVIDED BY TENANT, TYPICAL.
- 10) TENANT TO PROVIDE FULL SIZE REFRIGERATOR. MODEL: TO BE SELECTED.
- 11) DEMOLISH EXISTING CASEWORK, PATCH AND REPAIR WALL AS REQUIRED.
- 12) EXISTING GLAZING TO BE DEMOLISHED, SALVAGE FOR REUSE IF POSSIBLE, TYP.
- 13) DASHED ITEMS INDICATE EXISTING WALLS AND DOORS TO BE DEMOLISHED (TYPICAL). PATCH AND REPAIR WHERE REQUIRED.
- 14) BUILT-IN RECEPTION DESK: PARTIAL HEIGHT PARTITION WALL WITH 14"D TRANSACTION TOP 84" A.F.F. WIDROPPED COUNTER 34" A.F.F. (MIN. 24"W AS SHOWN) AND 30"H X 24"D COUNTER TOP. PROVIDE (1) BOX BOX FILE PEDISTAL (FOR LEGAL OR LETTER FILING) AND (1) GROMMET AS SHOWN. TRANSACTION AND DROPPED COUNTER TOP FINISH: SS-1. 30"H COUNTER TOP FINISH: P.LAM-2. ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 15) DEMOLISH EXISTING PLUMBING FIXTURE. CAP PLUMBING LINE FLUSH WITH FLOOR OR WALL. PATCH AND REPAIR AS REQUIRED.
- 16) PROVIDE NEW FULL HEIGHT PARTITION WALL. FINISH TO MATCH EXISTING CORRIDOR/LOBBY CONSTRUCTION AND FINISHES.
- 17) 24"D X 34"H BASE CABINET. COUNTER TOP FINISH: P.LAM-2. ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 18) TENANT PROVIDED WORKSTATION.
- 19) 3"W BUILDING STANDARD SAFETY GLAZING TO MATCH EXISTING. FRAME STYLE AND FINISH TO MATCH BUILDING STANDARD FRAME.
- 20) PROVIDE BACKING IN WALL FOR TENANT PROVIDED FLAT SCREEN TELEVISION. HOMERUN TO IT ROOM.
- 21) TENANT PROVIDED FURNITURE.
- 22) PROVIDE VINYL PLANK FLOORING, VP-1.
- 23) EXISTING PLUMBING FIXTURES AND COUNTER TOP TO BE DEMOLISHED. REUSE PLUMBING LINES FOR NEW FIXTURES INSTALLED IN SAME LOCATIONS.
- 24) PROVIDE NEW TILE FLOORING AND WALL FINISH. REFER TO GENERAL NOTE#20 FOR MORE INFORMATION.
- 25) URINAL W/ FLUSH VALVE. TO MEET ACCESSIBLE DIMENSIONS @17" A.F.F. MAX. FLUSH CONTROLS SHALL BE NO MORE THAN 44" A.F.F.
- 26) ELONGATED FLUSH VALVE TOILET, OPEN FRONT HEAVY DUTY SEAT. FINISH: WHITE.
- 27) 17"H. ELONGATED FLUSH VALVE TOILET, OPEN FRONT HEAVY DUTY SEAT. FINISH: WHITE.
- 28) 24"D WALL-HUNG COUNTER TOP (SUPPORT WITH WALL RECESSED METAL ANGLE BRACKET) WITH SINK AND 4" SPLASH AND SKIRT. COUNTER TOP W/ 1/2" SQUARE EDGE TO BE NO HIGHER THAN 34" A.F.F. INSULATE ALL EXPOSED PIPES, AS REQUIRED. FINISH: DALTILE, POLISHED GRANITE, 6243 BIANCO ROMANO
- 29) PROVIDE NEW BUILDING STANDARD TOILET PARTITIONS. FINISH: PLASTIC LAMINATE, WILSONART, AEDN 7949K-18 ASIAN NIGHT.
- 30) EXISTING CEILING AND LIGHT FIXTURES TO REMAIN, PROVIDE NEW PAINT. PROVIDE NEW CEILING MOUNTED LIGHT FIXTURES ABOVE SINKS, LITHONIA LIGHTING 10813BN.
- 31) CONTRACTOR TO CONFIRM EXISTING OR PROVIDE NEW: ACCESSIBLE GRAB BARS @ 34" A.F.F. GRAB BAR AT SIDE SHALL BE 42" MIN. IN LENGTH, LOCATED 12" MAX. FROM REAR WALL AND EXTENDING 54" MIN. FROM REAR WALL. IN ADDITION, A VERTICAL GRAB BAR 18" MIN. IN LENGTH SHALL BE MOUNTED WITH THE BOTTOM OF THE BAR LOCATED BETWEEN 39" AND 41" A.F.F. THE CENTERLINE OF THE BAR IS LOCATED BETWEEN 39" AND 41" FROM REAR WALL. BACK GRAB BAR SHALL BE 36" MIN. IN LENGTH AND EXTEND FROM THE CENTERLINE OF THE WATER CLOSET 12" MIN. ON THE SIDE CLOSEST TO THE WALL AND 24" MIN. OF THE TRANSFER SIDE. ACCESSIBLE WATER CLOSET SEAT SHALL BE AT 17" - 19" A.F.F. MIRROR SURFACE ABOVE SINK @ 38" A.F.F. MAX. TOILET TISSUE DISPENSER MOUNTED 7'-9" IN FRONT OF WATER CLOSET & 19" A.F.F. SINK @ 34" A.F.F. (IF THERE IS CLEAR SPACE BELOW SINK, ANY EXPOSED PIPING TO BE INSULATED).
- 32) INTERIM COMPUTER HOMERUN FROM MAIN SERVER IN IDF ROOM SUITE 100.
- 33) PROVIDE 2X4 INTERIM TELEPHONE BACKBOARD (PAINT TO MATCH WALL).

## GENERAL NOTES

- 1) ALL DIMENSIONS ARE APPROXIMATE.
- 2) FURNITURE LOCATIONS SHOWN FOR SCALE ONLY AND MAY NOT REPRESENT CLIENT'S ACTUAL FURNITURE.
- 3) PROVIDE NEW BUILDING STANDARD PAINT THROUGHOUT.
- 4) PROVIDE NEW BUILDING STANDARD CARPET AND 4" H WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.
- 5) PROVIDE NEW BUILDING STANDARD VINYL AND 4" H COVED BASE TILE IN ALL STORAGE, IDF ROOMS, AND BREAK ROOMS.
- 6) THIS PLAN IS INTENDED TO GIVE THE CONTRACTOR A GENERAL INDICATION OF THE SCOPE OF THE DEMOLITION REQUIRED. CONTRACTOR TO VERIFY EXISTING CONDITIONS FOR ALL OTHER BUILDING ELEMENTS AFFECTED BY DEMOLITION AND REPORT ANY DISCREPANCIES TO BUILDING OWNER PRIOR TO COMMENCING WORK AND/OR PRICING.
- 7) CONTRACTOR TO CONSULT WITH BUILDING OWNER REPRESENTATIVE AS TO ITEMS SALVAGABLE AND SHALL BE CAREFUL NOT TO DAMAGE ITEMS DURING DEMOLITION.
- 8) CONTRACTOR, PRIOR TO DEMOLITION, SHALL COORDINATE WITH ALL OTHER TRADES (MECH., ELEC., ETC.) IN ORDER TO CONFIRM EXACT EXTENT OF DEMOLITION WORK TO BE PERFORMED. NEW CONSTRUCTION SHOULD BE CONSIDERED.
- 9) CONTRACTOR SHALL REMOVE ALL EXISTING FLOOR AND WALL FINISHES WHERE NEW FINISHES ARE INDICATED.
- 10) REMOVE ALL UNUSED PHONE/DATA EQUIPMENT IN SUITE.
- 11) REMOVED ALL EXISTING NAMEPLATES, CHARTHOLDERS, PLYWOOD, ETC THAT IS NOT TO BE PART OF THIS BUILD OUT. PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED.
- 12) ALL UNUSED FLOOR OUTLETS AND COVERPLATES TO BE REMOVED. MAKE FLUSH TO FLOOR FOR FUTURE USE.
- 13) RELOCATE FIRE STROBES AND THERMOSTATS PER NEW CONFIGURATION, AS REQUIRED. PROVIDE LOCK BOXES OVER THERMOSTATS.
- 14) CONTRACTOR TO CONFIRM ALL EXISTING PLUMBING FIXTURES THAT WILL BE REUSED ARE IN GOOD WORKING ORDER AND CLEANED TO LIKE NEW CONDITION.
- 15) CONTRACTOR TO REUSE ALL EXISTING 8"H DOORS AND FRAMES WHERE POSSIBLE. REFINISH TO LIKE NEW CONDITION AND PROVIDE NEW WHERE NEEDED. PROVIDE NEW PAINT AT DOOR FRAMES, TO BE SELECTED.
- 16) UTILIZE EXISTING OUTLETS WHERE (POSSIBLE). CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. MAKE SURE ALL REUSED OUTLETS ARE IN WORKING ORDER. PROVIDE NEW OUTLETS AND TEL/DATA OUTLETS WHERE SHOWN.
- 17) UTILIZE EXISTING SUSPENDED CEILING GRIDS AND TILE WHERE POSSIBLE. REPLACE ANY STAINED, BROKEN, OR NON MATCHING CEILING TILE. PATCH, REPAIR AND MATCH CEILING SYSTEM WHERE DEMO AND NEW CONSTRUCTION OCCURS.
- 18) UTILIZE EXISTING 2X4 PARABOLIC FLUORESCENT LIGHT FIXTURES. REPLACE ANY NON MATCHING TEMPERATURE COLOR OR NON OPERATING LAMPS.

- 19) UTILIZE EXISTING BUILDING STANDARD BLINDS AT EXTERIOR GLAZING. CONTRACTOR TO REPLACE ANY DAMAGED, BROKEN, OR MISSING BLINDS TO MATCH EXISTING. REPLACE ANY NON BUILDING STANDARD BLINDS WITH BUILDING STANDARD.
- 20) REPLACE ALL TILE FLOORING AND WALL FINISH IN TOILET ROOMS WITH NEW. ALL FRP TO BE REPLACED WITH TILE ON ALL WET WALLS TO 42" A.F.F. FLOOR AND 4" BASE TILE: ATTIC CEMENT, CHARCOAL/GRAY 18" X 18". WALL TILE: POLISHED WHITE. (SUPPLIED BY BUILDING OWNER).
- 21) PROVIDE MISSING 8"H BUILDING STANDARD DOORS, HARDWARE AND PAINTED FRAMES AS NEEDED.
- 22) REMOVE ALL ELEC/DATA AND LIGHT SWITCHES THAT ARE EXISTING AND ABANDONED ABOVE STANDARD HEIGHT. MATCH AND PATCH WALL AS REQUIRED.
- 23) REMOVE ALL EXISTING MILLWORK THAT IS ABANDONED, SALVAGE FOR REUSE IF POSSIBLE.

## LOCATION PLAN



## PROJECT DATA - 3016 SUITE 100

CONSTRUCTION TYPE: II-B  
 OCCUPANCY GROUP: B  
 ADJACENT OCCUPANCY GROUP: B

TENANT FLOOR AREA: 11,017 SQ. FT.  
 BUSINESS OCCUPANT LOAD: 9,272 SF/100 = 93  
 CONF. RMS. OCCUPANT LOAD: 714 SF/15 = 48  
 STOR. RMS. OCCUPANT LOAD: 593 SF/300 = 2  
 WAITING RM OCCUPANT LOAD: 448 SF/15 = 30  
 TOTAL OCCUPANT LOAD: 173

PLUMBING LOAD:  
 TOTAL OCCUPANT LOAD: 173/24 = 87 MEN, 87 WOMEN. PROVIDE 1 FIXTURE PER 25 FOR FIRST 50, 1 PER 50 FOR THE REMAINDER + 2 MEN AND 3 WOMEN FIXTURES REQUIRED AND PROVIDED IN COMMON AREA RESTROOMS.

HI LOW DRINKING FOUNTAINS AND MOP SINK PROVIDED IN COMMON AREAS.

CODE EDITIONS USED: 2012 IBC, 2009 IECC, 2012 UMC, 2012 UPC, 2009 ICC A117.1, 2011 NEC, SO. NV. AMENDMENTS AND 2012 IFC AND AMENDMENTS.

## PROJECT DATA - 3016 SUITE 110

CONSTRUCTION TYPE: II-B  
 OCCUPANCY GROUP: B  
 ADJACENT OCCUPANCY GROUP: B

TENANT FLOOR AREA: 3,334 SQ. FT.  
 BUSINESS OCCUPANT LOAD: 2,747 SF/100 = 28  
 CONF. RMS. OCCUPANT LOAD: 371 SF/15 = 25  
 STOR. RMS. OCCUPANT LOAD: 114 SF/300 = 1  
 WAITING RM OCCUPANT LOAD: 104 SF/15 = 7  
 TOTAL OCCUPANT LOAD: 61

PLUMBING LOAD:  
 TOTAL OCCUPANT LOAD: 61/24 = 31 MEN, 31 WOMEN. PROVIDE 1 FIXTURE PER 25 FOR FIRST 50, 1 PER 50 FOR THE REMAINDER + 2 MEN AND 2 WOMEN FIXTURES REQUIRED AND PROVIDED IN COMMON AREA RESTROOMS.

HI LOW DRINKING FOUNTAINS AND MOP SINK PROVIDED IN COMMON AREAS.

CODE EDITIONS USED: 2012 IBC, 2009 IECC, 2012 UMC, 2012 UPC, 2009 ICC A117.1, 2011 NEC, SO. NV. AMENDMENTS AND 2012 IFC AND AMENDMENTS.

## PROJECT DATA - 3016 SUITE 205

CONSTRUCTION TYPE: II-B  
 OCCUPANCY GROUP: B  
 ADJACENT OCCUPANCY GROUP: B

TENANT FLOOR AREA: 2,554 SQ. FT.  
 BUSINESS OCCUPANT LOAD: 2,308 SF/100 = 24  
 STOR. RMS. OCCUPANT LOAD: 248 SF/300 = 1  
 TOTAL OCCUPANT LOAD: 25

PLUMBING LOAD: 25  
 PER SOUTHERN NEVADA AMENDMENTS IBC 2902.2 EXCEPTION 4:  
 "SEPARATE FACILITIES SHALL NOT BE REQUIRED IN GROUP B OCCUPANCIES IN WHICH THE MAXIMUM OCCUPANT LOAD IS 50 OR LESS PROVIDED A SINGLE TOILET FACILITY IS DESIGNED FOR USE BY NO MORE THAN ONE PERSON AT A TIME."

MENS AND WOMENS TOILET ROOMS PROVIDED IN COMMON AREAS.

HI LOW DRINKING FOUNTAINS AND MOP SINK PROVIDED IN COMMON AREAS.

CODE EDITIONS USED: 2012 IBC, 2009 IECC, 2012 UMC, 2012 UPC, 2009 ICC A117.1, 2011 NEC, SO. NV. AMENDMENTS AND 2012 IFC AND AMENDMENTS.

## ELECTRICAL LEGEND

- ⊖ DUPLEX OUTLET
- ⊖ QUADRUPLX OUTLET
- CABLE OUTLET. CONTRACTOR TO PROVIDE JUNCTION BOX 1" CONDUIT, PULL STRING AND STUB UP TO CEILING - TENANT TO PROVIDE PLENUM RATED CABLE FROM THERE.
- ⊖ DEDICATED OUTLET
- ⊖ GFC
- ⊖ FLOOR MOUNTED OUTLETS (USE FLUSH MOUNT WHERE POSSIBLE)
- ⊖ SPECIALTY OUTLETS (AS NOTED)
- ⊖ DATA / VOICE OUTLET. CONTRACTOR TO PROVIDE JUNCTION BOX 1" CONDUIT, PULL STRING AND STUB UP TO CEILING - TENANT TO PROVIDE PLENUM RATED CABLE FROM THERE
- ⊖ NUMBER INDICATES QUANTITY OF DATA CABLES REQUIRED, SIZE CONDUIT ACCORDINGLY
- ⊖ JUNCTION BOX (AS NOTED)
- ⊖ DATA/POWER POLE (AS NOTED)

## WALL LEGEND

- ▬ EXISTING WALL / CONSTRUCTION
- ▬ EXISTING DEMISING WALL
- ▬ NEW DEMISING WALL
- ▬ NEW PARTITION WALL
- ▬ SOUND INSULATED WALL (AS NOTED)
- ▬ PARTIAL HEIGHT WALL (AS NOTED)
- ▬ DEMOLISHED EXISTING CONSTRUCTION
- ▬ NEW 1 HOUR RATED WALL

## FINISH SPECIFICATIONS

CODE	ITEM DESCRIPTION
CPT-1	CARPET: SHAW, MIX, MELD 5A165-64761 DAPPLE
VT-1	VINYL TILE: ARMSTRONG, STANDARD EXCELON - 51901 TAUPE
BS-1	VINYL BASE: ROPPE, 624 CHAMELEON.
PT-1	PAINT: SHERWIN WILLIAMS, SW 7013 - IVORY LACE
PT-2	PAINT: SHERWIN WILLIAMS, SW 6108 - LATTE
PT-3	PAINT: SHERWIN WILLIAMS, SW 6101 - KILM BEIGE
PT-4	PAINT: SHERWIN WILLIAMS, SW 6005 - FOLKSTONE
PLAM-1	PLASTIC LAMINATE: NEVAMAR, CHAMPAGNE SAGAWOOD WM 8349-1.
PLAM-2	PLASTIC LAMINATE: TO BE SELECTED.
VP-1	VINYL PLANK: PHILADELPHIA COMMERCIAL, 5468V IN THE GRAIN - 0059 MLO
SS-1	SOLID SURFACE: FORMICA, 733-MIRAGE.

KAREN HESLINGTON 08.31.17



PRELIMINARY NOTES  
 LEVEL ONE

UNLV SCHOOL OF MEDICINE - PRACTICE  
 WESTBAY OFFICE PARK - SUITE 110, 100, & 205  
 3016 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

NO.	DATE / COMMENTS	BY
1	08.31.17	K.H.

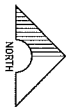
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 PROJECT NO: 1517  
 DRAWN BY: K.H.  
 CHECKED BY: D.H.

SHEET NUMBER

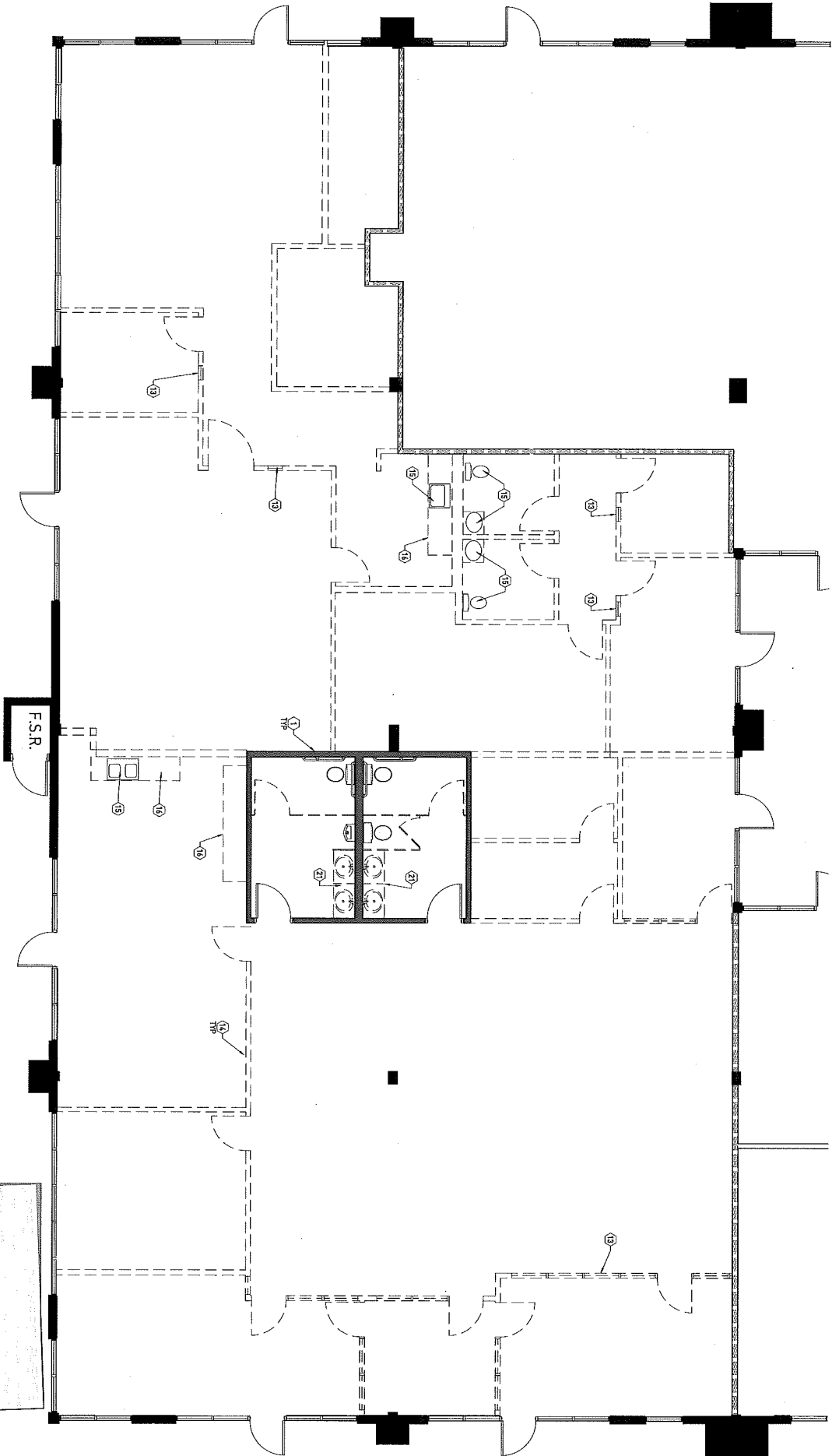
AI-1.4

DEMOLITION PLAN

SCALE: 1/4" = 1'-0"



KAREN HESLINGTON DR. 31.17



GENERAL NOTES  
 1. REFER TO SHEETS A-1.0-A-1.2 FOR ADDITIONAL INFORMATION.



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DEMOLITION PLAN  
 LEVEL ONE

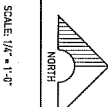
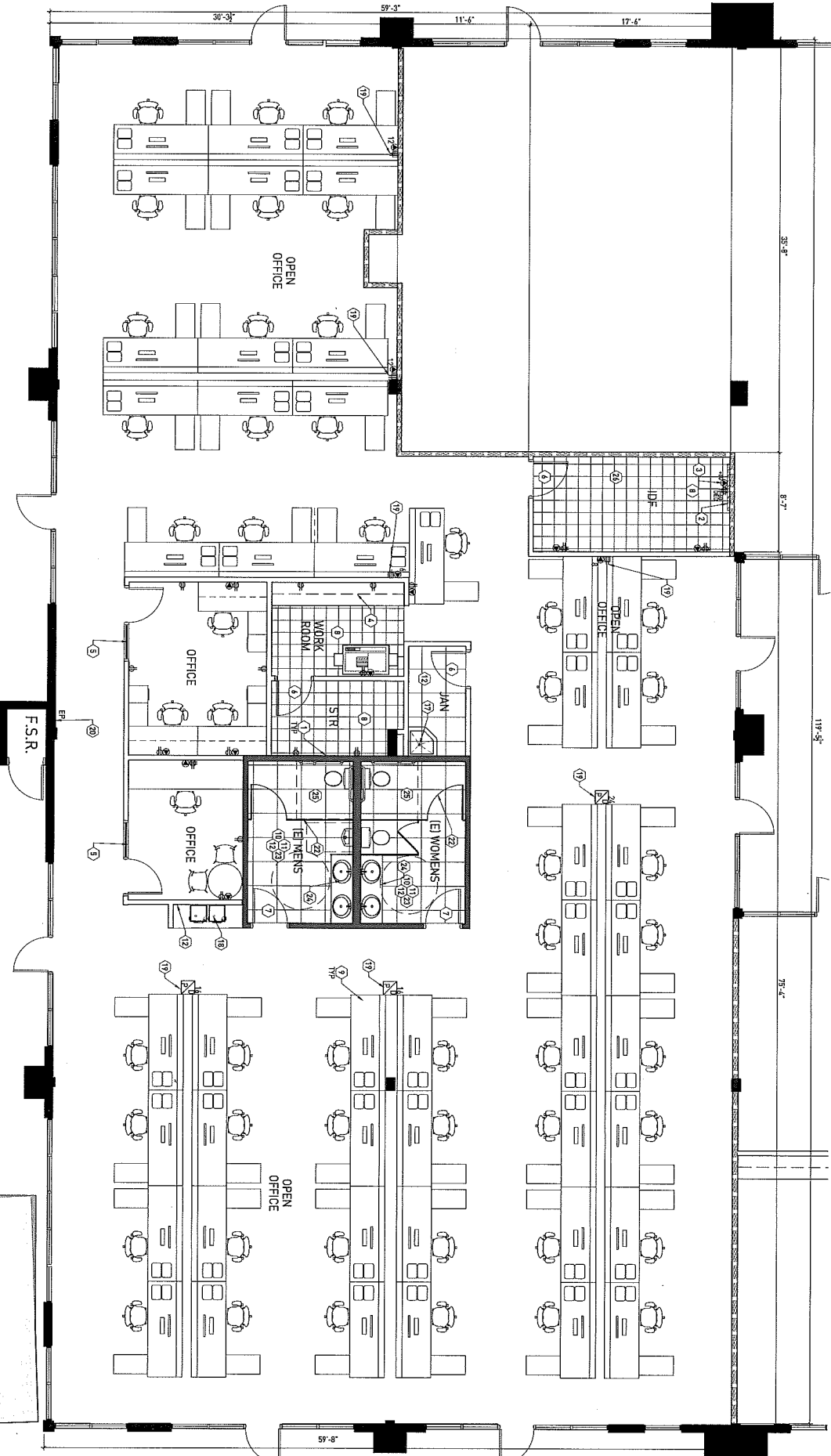
for  
 UNLV SCHOOL OF MEDICINE - BILLING  
 WESTRAY OFFICE PARK - SUITE 125-150  
 390 W. CHARLES ST. BLVD., LAS VEGAS, NV 89102  
 (BOARD OF REGENTS)

NO.	DESCRIPTION	DATE	BY
1	08.31.17	KH	

AI-1.0



PRELIMINARY PLAN



KAREN HESTINGTON 08.31.17

GENERAL NOTES  
1) REFER TO SHEETS A-1.1A-1.2 FOR ADDITIONAL INFORMATION.

NO.	DESCRIPTION	DATE
1	08.31.17	K.H.

DATE: 08.31.17  
DRAWN BY: KAREN HESTINGTON  
CHECKED BY: [Blank]  
DATE: [Blank]

AI-1.1

PRELIMINARY PLAN  
LEVEL ONE

FOR  
UNLV SCHOOL OF MEDICINE - BILLING  
WESTRAY OFFICE PARK - SUITE 125-150  
1070 W. GARDNER BLVD., LAS VEGAS, NV 89102

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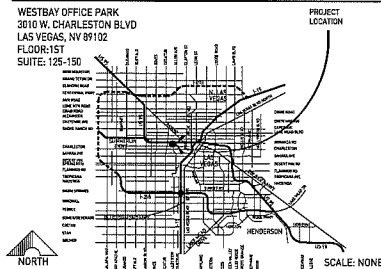
### KEY NOTES

- 1.) SHADDED WALLS INDICATE EXISTING WALLS TO REMAIN (TYPICAL).
- 2.) 4 x 8 TELEPHONE BACKBOARD (PAINT TO MATCH WALL).
- 3.) COMPUTER HOMERUN LOCATION.
- 4.) 24"D X 34"H BASE CABINET WITH 12"D X 30"H UPPER CABINET. COUNTER TOP FINISH: P.LAM-2. ALL OTHER EXPOSED SURFACES TO BE P.LAM-1.
- 5.) RELOCATED SIDELIGHT. REFER TO GENERAL NOTE #14 FOR MORE INFORMATION.
- 6.) PROVIDE LOCKSET KEYS SEPARATELY.
- 7.) PROVIDE DOOR CLOSER OR REUSE EXISTING.
- 8.) VINYL TILE FLOORING. VT-1.
- 9.) MODULAR FURNITURE PROVIDED BY TENANT, TYPICAL.
- 10.) CONTRACTOR TO CONFIRM EXISTING OR PROVIDE NEW: ACCESSIBLE GRAB BARS @ 36" A.F.F. GRAB BAR AT SIDE SHALL BE 42" MIN. IN LENGTH, LOCATED 12" MAX. FROM REAR WALL AND EXTENDING 54" MIN. FROM REAR WALL. IN ADDITION, A VERTICAL GRAB BAR 18" MIN. IN LENGTH SHALL BE MOUNTED WITH THE BOTTOM OF THE BAR LOCATED BETWEEN 39" AND 41" A.F.F. THE CENTERLINE OF THE BAR IS LOCATED BETWEEN 39" AND 41" FROM REAR WALL. BACK GRAB BAR SHALL BE 36" MIN. IN LENGTH AND EXTEND FROM THE CENTERLINE OF THE WATER CLOSET 12" MIN. ON THE SIDE CLOSEST TO THE WALL AND 24" MIN. OF THE TRANSFER SIDE. ACCESSIBLE WATER CLOSET (SEAT SHALL BE AT 17" - 19" A.F.F.), MIRROR SURFACE ABOVE SINK @ 36" A.F.F. MAX, TOILET TISSUE DISPENSER MOUNTED 7'-9" IN FRONT OF WATER CLOSET & 19" A.F.F. SINK @ 34" A.F.F. IF THERE IS CLEAR SPACE BELOW SINK, ANY EXPOSED PIPING TO BE INSULATED.
- 11.) CONTRACTOR TO CONFIRM ALL EXISTING PLUMBING FIXTURES THAT WILL BE REUSED ARE IN GOOD WORKING ORDER AND CLEANED TO LIKE NEW CONDITION.
- 12.) PROVIDE NEW TILE FLOORING AND WALL FINISH. REFER TO GENERAL NOTE #19 FOR MORE INFORMATION.
- 13.) EXISTING GLAZING TO BE DEMOLISHED, SALVAGE FOR REUSE IF POSSIBLE, TYP.
- 14.) DASHED ITEMS INDICATE EXISTING WALLS AND DOORS TO BE DEMOLISHED (TYPICAL). PATCH AND REPAIR WHERE REQUIRED.
- 15.) DEMOLISH EXISTING PLUMBING FIXTURE. CAP PLUMBING LINE FLUSH WITH FLOOR OR WALL. PATCH AND REPAIR AS REQUIRED.
- 16.) DEMOLISH EXISTING CASEWORK, PATCH AND REPAIR WALL AS REQUIRED.
- 17.) PROVIDE BUILDING STANDARD MOP SINK.
- 18.) PROVIDE BUILDING STANDARD HI LOW DRINKING FOUNTAINS.
- 19.) PULL 3 CIRCUITS. ONE WITH ISOLATED GROUND, TO BE HARDWIRED TO TENANTS MODULAR PANEL SYSTEM OR POWER POLE. CONTRACTOR TO PROVIDE ELECTRICAL HOOK-UP. COORDINATE FINAL LOCATION WITH TENANT.
- 20.) EXISTING ELECTRICAL PANEL TO REMAIN.
- 21.) DEMOLISH EXISTING COUNTER TOP. REUSE PLUMBING LINE FOR NEW FIXTURE.
- 22.) PROVIDE NEW BUILDING STANDARD TOILET PARTITIONS, FINISH: PLASTIC LAMINATE, WILSONART, Aeon 7949K-18 ASIAN NIGHT.
- 23.) EXISTING CEILING AND LIGHT FIXTURES TO REMAIN, PROVIDE NEW PAINT. PROVIDE NEW CEILING MOUNTED LIGHT FIXTURES ABOVE SINK, LITHONIA LIGHTING 10813BN.
- 24.) 24"D WALL-HUNG COUNTER TOP (SUPPORT WITH WALL RECESSED METAL ANGLE BRACKET) WITH SINK AND 4" SPLASH AND SKIRT. COUNTER TOP W/ 1 1/2" SQUARE EDGE TO BE NO HIGHER THAN 34" A.F.F. INSULATE ALL EXPOSED PIPES, AS REQUIRED. COUNTER TOP FINISH: SS-1.
- 25.) CONTRACTOR TO REUSE ALL ACCESSORIES AND FIXTURES, IF POSSIBLE AND IN GOOD WORKING ORDER.
- 26.) MECHANICAL ENGINEER TO DETERMINE COOLING NEEDS BASED ON EQUIPMENT SPECIFICATIONS AND HEAT OUTPUT.

### GENERAL NOTES

- 1.) ALL DIMENSIONS ARE APPROXIMATE.
- 2.) FURNITURE LOCATIONS SHOWN FOR SCALE ONLY AND MAY NOT REPRESENT CLIENT'S ACTUAL FURNITURE.
- 3.) PROVIDE NEW BUILDING STANDARD PAINT THROUGHOUT.
- 4.) PROVIDE NEW BUILDING STANDARD CARPET AND 4" H WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.
- 5.) THIS PLAN IS INTENDED TO GIVE THE CONTRACTOR A GENERAL INDICATION OF THE SCOPE OF THE DEMOLITION REQUIRED. CONTRACTOR TO VERIFY EXISTING CONDITIONS FOR ALL OTHER BUILDING ELEMENTS AFFECTED BY DEMOLITION AND REPORT ANY DISCREPANCIES TO BUILDING OWNER PRIOR TO COMMENCING WORK AND/OR PRICING.
- 6.) CONTRACTOR TO CONSULT WITH BUILDING OWNER REPRESENTATIVE AS TO ITEMS SALVAGABLE AND SHALL BE CAREFUL NOT TO DAMAGE ITEMS DURING DEMOLITION.
- 7.) CONTRACTOR, PRIOR TO DEMOLITION, SHALL COORDINATE WITH ALL OTHER TRADES (MECH., ELEC., ETC.) IN ORDER TO CONFIRM EXACT EXTENT OF DEMOLITION WORK TO BE PERFORMED. NEW CONSTRUCTION SHOULD BE CONSIDERED.
- 8.) CONTRACTOR SHALL REMOVE ALL EXISTING FLOOR AND WALL FINISHES WHERE NEW FINISHES ARE INDICATED.
- 9.) REMOVE ALL UNUSED PHONE/DATA EQUIPMENT IN SUITE.
- 10.) REMOVED ALL EXISTING NAMEPLATES, CHARTHOLDERS, PLYWOOD, ETC THAT IS NOT TO BE PART OF THIS BUILD OUT, PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED.
- 11.) ALL UNUSED FLOOR OUTLETS AND COVERPLATES TO BE REMOVED. MAKE FLUSH TO FLOOR FOR FUTURE USE.
- 12.) RELOCATE FIRE STROBES AND THERMOSTATS PER NEW CONFIGURATION, AS REQUIRED. PROVIDE LOCK BOXES OVER THERMOSTATS.
- 13.) CONTRACTOR TO CONFIRM ALL EXISTING PLUMBING FIXTURES THAT WILL BE REUSED ARE IN GOOD WORKING ORDER AND CLEANED TO LIKE NEW CONDITION.
- 14.) CONTRACTOR TO REUSE ALL EXISTING #8 DOORS AND FRAMES WHERE POSSIBLE. REFINISH TO LIKE NEW CONDITION AND PROVIDE NEW WHERE NEEDED. PROVIDE NEW PAINT AT DOOR FRAMES, TO BE SELECTED. SALVAGE EXISTING SIDELIGHTS AS POSSIBLE FOR RELOCATION, REFER TO KEYNOTES FOR NEW LOCATIONS.
- 15.) UTILIZE EXISTING OUTLETS WHERE POSSIBLE. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. MAKE SURE ALL REUSED OUTLETS ARE IN WORKING ORDER. PROVIDE NEW OUTLETS AND TEL/DATA OUTLETS WHERE SHOWN.
- 16.) UTILIZE EXISTING SUSPENDED CEILING GRIDS AND TILE WHERE POSSIBLE. REPLACE ANY STAINED, BROKEN, OR NON MATCHING CEILING TILE. PATCH, REPAIR AND MATCH CEILING SYSTEM WHERE DEMO AND NEW CONSTRUCTION OCCURS.
- 17.) UTILIZE EXISTING 2X4 PARABOLIC FLUORESCENT LIGHT FIXTURES. REPLACE ANY NON MATCHING TEMPERATURE COLOR OR NON OPERATING LAMPS.
- 18.) UTILIZE EXISTING BUILDING STANDARD BLINDS AT EXTERIOR GLAZING. CONTRACTOR TO REPLACE ANY DAMAGED, BROKEN, OR MISSING BLINDS TO MATCH EXISTING. REPLACE ANY NON BUILDING STANDARD BLINDS WITH BUILDING STANDARD.
- 19.) REPLACE ALL TILE FLOORING AND WALL FINISH IN TOILET ROOMS WITH NEW. ALL FRP TO BE REPLACED WITH TILE ON ALL WET WALLS (RETURN WALL @ TOILET FIXTURE TO EDGE OF MIRROR) TO +2" A.F.F. FLOOR AND 4" BASE TILE: ATIC CEMENT, CHARCOAL GRAY 18"X18". WALL TILE: POLISHED WHITE. (SUPPLIED BY BUILDING OWNER). PROVIDE FRP IN JAN CLOSET.
- 20.) REMOVE ALL ELEC/DATA AND LIGHT SWITCHES THAT ARE EXISTING AND ABANDONED ABOVE STANDARD HEIGHT. MATCH AND PATCH WALL AS REQUIRED.
- 21.) REMOVE ALL EXISTING MILLWORK THAT IS ABANDONED, SALVAGE FOR REUSE IF POSSIBLE.
- 22.) PROVIDE NEW BUILDING STANDARD VINYL AND 4" COVED BASE IN ALL STORAGE, WORK ROOMS, AND IDF ROOMS.
- 23.) PROVIDE MISSING #8 BUILDING STANDARD DOORS, HARDWARE, AND PAINTED FRAMES AS NEEDED.

### LOCATION PLAN



### PROJECT DATA

CONSTRUCTION TYPE: II-B  
 OCCUPANCY GROUP: B  
 ADJACENT OCCUPANCY GROUP: B  
 TENANT FLOOR AREA: 6,024 SQ. FT.  
 BUSINESS OCCUPANT LOAD: 5,511 SF/100 = 56  
 TOILET, R.M.S. OCCUPANT LOAD: 302 SF/0 = 0  
 STOR. R.M.S. OCCUPANT LOAD: 211 SF/200 = 1  
 TOTAL OCCUPANT LOAD: 57

FIRE SPRINKLERS: YES  
 FIRE ALARM: YES  
 TYPE: AUTOMATIC (PER NFPA 72)  
 NUMBER OF STORIES: 1  
 EXITS REQUIRED: TWO (3'-0")  
 EXITS PROVIDED: FIVE (3'-0")

PLUMBING LOAD:  
 TOTAL OCCUPANT LOAD: 57/2= 29 MEN, 29 WOMEN. PROVIDE 1 FIXTURE PER 25 FOR FIRST 50, 1 PER 50 FOR THE REMAINDER = 2 UMC AND 2 WOMEN FIXTURES REQUIRED AND PROVIDED.

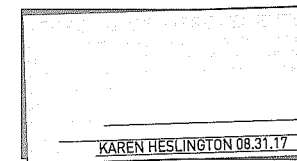
CODE EDITIONS USED: 2012 IBC, 2009 IECC, 2012 UMC, 2012 UPC, 2009 ICC A117.1, 2011 NEC, SO. NV. AMENDMENTS AND 2012 IFC AND AMENDMENTS.

### ELECTRICAL LEGEND

- DUPLX OUTLET
- DUADRUPLX OUTLET
- CABLE OUTLET, CONTRACTOR TO PROVIDE JUNCTION BOX 1" CONDUIT, PULL STRING AND STUB UP TO CEILING - TENANT TO PROVIDE PLENUM RATED CABLE FROM THERE.
- DEDICATED OUTLET
- GROUND FAULT INTERRUPTER
- FLOOR MOUNTED OUTLETS (USE FLUSH MOUNT WHERE POSSIBLE)
- SPECIALTY OUTLETS (AS NOTED)
- DATA / VOICE OUTLET, CONTRACTOR TO PROVIDE JUNCTION BOX 1" CONDUIT, PULL STRING AND STUB UP TO CEILING - TENANT TO PROVIDE PLENUM RATED CABLE FROM THERE
- NUMBER INDICATES QUANTITY OF DATA CABLES REQUIRED, SIZE CONDUIT ACCORDINGLY
- JUNCTION BOX (AS NOTED)
- DATA/POWER POLE (AS NOTED)

### WALL LEGEND

- EXISTING WALL / CONSTRUCTION
- EXISTING DEMISING WALL
- NEW DEMISING WALL
- NEW PARTITION WALL
- SOUND INSULATED WALL (AS NOTED)
- PARTIAL HEIGHT WALL (AS NOTED)
- DEMOLISHED EXISTING CONSTRUCTION
- NEW 1 HOUR RATED WALL



PRELIMINARY NOTES  
LEVEL ONE

UNLV SCHOOL OF MEDICINE - BILLING  
WESTBAY OFFICE PARK - SUITE 125-150  
3010 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

NO.	DATE/COMMENTS	BY
1	08.31.17	K.H.

DATE: 08.31.17  
 PROJECT NO: 197  
 DRAWN BY: K.H.  
 CHECKED BY: J.H.

SHEET NUMBER

AI-1.2

CODE	ITEM DESCRIPTION
CPT-1	CARPET: SHAW, MIX, MELD 5A165-64761 DAPPLE
VT-1	VINYL TILE: ARMSTRONG, STANDARD EXCELON - 51901 TAUPE.
BS-1	VINYL BASE: ROPPE, 624 CHAMELEON.
PT-1	PAINT: SHERWIN WILLIAMS, SW 7013 - WORY LACE
PT-2	PAINT: SHERWIN WILLIAMS, SW 6108 - LATTE
PT-3	PAINT: SHERWIN WILLIAMS, SW 6101 - KILM BEIGE
PT-4	PAINT: SHERWIN WILLIAMS, SW 6005 - FOLKSTONE
PLAM-1	PLASTIC LAMINATE: NEVAMAR, CHAMPAGNE SAGAWOOD WM 8340-1.
PLAM-2	PLASTIC LAMINATE: TO BE SELECTED.
VP-1	VINYL PLANK: PHILADELPHIA COMMERCIAL, 5468V IN THE GRAIN - 00590 MILD
SS-1	SOLID SURFACE: FORMICA, 733- MIRAGE.