

BOARD OF REGENTS

BRIEFING PAPER

1. **AGENDA ITEM TITLE:** Ground Lease Agreement between UNLV and The Nathan Adelson Hospice for Real Property Located at 4141 University Center Drive

MEETING DATE: September 8-9, 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 proposed Ground Lease Agreement (the "**Lease**") between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (the "**UNLV**"), and The Nathan Adelson Hospice, (the "**Tenant**"), is for a period greater than five years, and therefore, requires Board of Regents' approval. The Lease is incorporated herein as "Attachment A."

Background Information

In the early 1980's, the Irwin Molasky and Merv Adelson families made a request to the Board of Regents (the "**Board**") to lease 4.11 acres of land to construct the Nathan Adelson Hospice (the "**Facility**"), the only non-profit hospice located in Southern Nevada. On September 23, 1981, UNLV entered into a lease with the Tenant (the "**Original Lease**"), for land located at 4141 University Center Drive (the "**Land**"), also commonly known as Clark County Assessor parcel number 162-22-104-005. Subsequent to the Original Lease, the Facility was constructed by the Tenant at its expense and opened in 1983. Historical and promotional materials about the Facility are incorporated herein as "Attachment B." Previous to the request to lease the Land, the Molasky and Adelson families donated 45 acres of land for development of the UNLV Maryland Campus.

The Original Lease is for a fifty-year term, and in accordance with the terms of the Lease, will expire on September 30, 2031. UNLV receives Ten Dollars (\$10.00) of rent annually. The Original Lease and aerial photo demonstrating the location of the Land are incorporated herein as "Attachment C" and "Attachment D," respectively.

The Lease is the result of community relationships between UNLV and the principals of the Tenant, and all parties have the goal of providing needed and important hospice services to Southern Nevada by the Tenant, which is a non-profit organization with an extensive record and history of providing these services to the community.

Collaboration between the Tenant and UNLV is considered to be important to both NSHE and UNLV, and has significant value to UNLV, UNLV students and faculty, as well as the local community as a whole, as the Facility provides educational and training opportunities for related UNLV educational programs. For example, as part of the UNLV Health Sciences program collaboration with the Tenant, the UNLV School of Nursing has an education affiliation agreement in place with the Tenant for pre-licensure and advanced practice UNLV Nursing students. This agreement provides these students with clinical environment and care training opportunities in a hospice setting to support their educational experience/program in concert with providing hospice care to patients. The relationships fostered by this Lease also support UNLV's Top Tier 2.0 goals generally, and most notably related to UNLV Health and Community Partnerships.

UNLV has no plan for the use of the Land to construct University facilities. The Tenant is responsible for payment of all construction, operating, and maintenance expenses.

Lease Terms

The Tenant is requesting to extend the Original Lease for a fifty-year term that will commence October 1, 2022 and conclude September 30, 2072. The Lease payment will remain Ten Dollars (\$10.00) annually. The Lease has been updated to reflect current Board policies, through the development of a new Lease that meets current day NSHE and UNLV lease standards, language, and practices.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Keith E. Whitfield requests approval of the Lease for Land located at 4141 University Center Drive, also commonly known as Clark County Assessor parcel number 162-22-104-005. President Whitfield further requests that the Chancellor be granted authority to execute the Lease, along with any ancillary documents, as deemed necessary and

appropriate by the NSHE Chief General Counsel, or NSHE real estate counsel, to implement all terms and conditions associated with the Lease.

4. IMPETUS (WHY NOW?):

The Tenant has requested to extend the lease term as the Tenant plans continued operation of the Facility. UNLV has offered the Tenant a new lease to provide an extension via a new lease that meets current-day NSHE and UNLV lease standards, language, and practices.

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

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

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

In collaboration with the Tenant, the UNLV Nursing School is provided educational and training opportunities. High quality medical and health care professionals are in demand in Southern Nevada, and providing first-class facilities or training opportunities in partner facilities, to support the growth of medical and health science programs and training, will educate and prepare a greater number of healthcare professionals for providing health care services to the community. The relationships fostered by the Lease support UNLV's Top Tier 2.0 goals generally, and most notably related to UNLV Health and Community Partnerships.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Collaboration between the Tenant and UNLV provides educational opportunities for UNLV students.
- The Facility provides valuable services to the Southern Nevada community.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

The Lease is a long-term commitment that will eliminate the opportunity for UNLV to develop the Land for University use.

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

Don't approve the Lease.

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 X
- Explain: All construction, operating, and maintenance expenses for the Facility are paid by the Tenant. UNLV receives Ten Dollars (\$10.00) of rent annually.

CVVCEJ O GPV'SCS

GROUND LEASE

This Ground Lease (this “**Lease**”) is made and entered by and between Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“**Landlord**” or “**UNLV**”), and The Nathan Adelson Hospice, a Nevada non-profit corporation (“**Tenant**”), herein identified individually as a “**Party**” and collectively as the “**Parties.**” The effective date of this Lease shall be the last date any authorized representative of the Parties executes this Lease (the “**Effective Date**”).

In consideration of the mutual covenants and agreements to be performed hereunder, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that:

RECITALS

A. Landlord owns that certain real property commonly known as 4141 University Center Drive, Las Vegas Nevada 89119, also known as assessor parcel number 162-22-104-005 shown on the lease boundary attached as **Exhibit “A,”** and legally described in the attached **Exhibit “B,”** Landlord desires to lease the Land to Tenant for the purposes, terms and conditions defined in this Lease. The Land and Improvements (as defined below) are collectively referred to as the “**Premises.**”

B. Tenant desires to lease the Land from UNLV, Tenant has previously constructed building and improvements on the site (“**Existing Facility**”), on these terms and conditions. The Existing Facility is generally located on the Land as depicted on the site plan in the attached **Exhibit “C,”** as may be updated or amended in good faith, upon mutual approval of the Parties (the “**Site Plan**”).

In the future Tenant may wish to complete remodeling or expansion which shall be consistent with the then applicable UNLV policy and regulations and State of Nevada statutes and regulations and in accordance with the Development Guidelines attached as **Exhibit “D”** Key Urban Design Factors for the Midtown Corridor attached **Appendix “A”** and Midtown UNLV-Overall Planning Concepts, for Contest attached as **Appendix “B”**.

C. Tenant shall have restricted rights to encumber its leasehold interest herein.

ARTICLE 1

Premises and Term of Lease

Section 1.01 Lease of Premises. Landlord hereby leases the Land to Tenant, and Tenant hereby leases the Land from Landlord; subject, however, to the conditions and limitations expressed herein for the uses and purposes specified herein.

Section 1.02 Land Condition. Tenant has examined the physical condition of the Land and is generally familiar with it. Except as specifically set forth herein, Landlord makes no express or implied warranties as to the physical condition of the Land, soil conditions, flood plain status, or any improvements located thereon. Tenant agrees that the Land shall be leased in an “**as-is**” and

“as-shown” condition, subject to all encumbrances, conditions, covenants, easements, restrictions, rights of-way, and all other matters affecting the Land (whether or not of record) and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders applicable to the Land or its use or occupancy, with no representation or warranty of any type or nature being made by Landlord, except as specifically set forth herein. Tenant agrees that it is leasing the Land solely upon the basis of its own investigation and not on the basis of any representation, express or implied, written or oral, made by Landlord or its agents, partners, co-venturers, or employees. Without limiting the generality of the foregoing, Landlord makes no warranty as to the sufficiency of the Land for Tenant’s purposes, including the Land, improvements, taxes, bonds, covenants, conditions and restrictions, water or water rights, topography, utilities, soil, subsoil, drainage, environmental or building laws, or rules or regulation, the square footage or acreage contained within the Land, the sufficiency or completeness of any plans for the Land, plats, zoning, or other development items relating to the Land, or as to any improvements on the Land, except as expressly set forth elsewhere in this Lease. Landlord agrees to provide Tenant courtesy copies of environmental, geo-technical and other reports, as such may exist, however, Tenant acknowledges that any information provided by Landlord is provided without warranty or representation of any kind. Tenant is under the affirmative obligation to confirm the reliability and accuracy of all material at its own expense. If Tenant relies on any of the information, then it does so at its own risk. Tenant waives all claims and causes of action against Landlord arising from any inaccuracy, misstatement, false statement or other error contained in that material, including but not limited to, all matters pertaining to hazardous materials. Tenant is deemed to accept the condition of the Land as free of defects and in good, clean and sanitary condition by taking possession of the Land.

Section 1.03 Term of Lease. The term of this Lease shall commence on October 1, 2022, and shall continue until September 30, 2072 (the “**Term**”). This Lease is a legally binding agreement between the parties as of the Effective Date, subject to the termination rights set forth in Section 2.02.

Section 1.04 Quiet Enjoyment; Landlord’s Warranty of Title. Provided that Tenant has fulfilled all of its obligations under the Lease, Landlord covenants, warrants and represents that: (a) as fee simple owner, it has good and marketable title to the Land; (b) it has full right and lawful authority to execute this Lease for the Term, in the manner and upon these conditions and provisions; and (c) Tenant shall have quiet and peaceable possession of the Premises during the Term.

ARTICLE 2 Improvements

Section 2.01 Development Guidelines. If in the future Tenant wishes to complete remodeling or expansion of the Existing Facility (“Future Development”), then such Future Development shall be consistent with the then applicable UNLV policy and regulations and State of Nevada statutes and regulations and in accordance with the Development Guidelines attached as Exhibit D. (The Existing Facility and any Future Development are collectively referred to as the” Improvements.”)

Section 2.02 Improvements. During the Term, the Improvements shall not be conveyed, transferred or assigned, other than as part of a permitted assignment of this Lease. Any attempted conveyance, transfer or assignment of the Improvements, whether voluntarily or by operation of law or otherwise, to any person, corporation or other entity is void *ab initio* and of no effect whatsoever.

Notwithstanding the foregoing and to the extent applicable, Tenant may from time-to-time remodel or replace either the Existing Facility or the future Development if the remodeled or replaced Improvements are of equivalent or better value and quality, and the items are free from any liens and encumbrances except as permitted hereunder.

Upon any termination of this Lease, whether by reason of the expiration of the Term or upon exercise of the remedy set forth in Section 18.02 (a “Lease Termination”) all of Tenant’s rights in the Land shall cease and terminate and shall automatically and without further consideration become the sole and absolute property of Landlord free and clear of all liens and encumbrances created by or caused by Tenant.

Within ten (10) days a Lease Termination, Tenant shall execute, acknowledge and deliver to Landlord, in recordable form, a full release or any other applicable instrument confirming that all of Tenant’s right, title and interest, in the Land, this Lease, the Premises and the Improvements, have expired and have been released. Notwithstanding the foregoing, Tenant may remove its personal property within thirty (30) days after a Lease Termination, so long as Tenant repairs any damage to the Improvements caused thereby.

Upon a Lease Termination, the following will, without compensation to Tenant and at Landlord’s selection, vest in Landlord: (i) any prepaid rents, payments or security deposits under any subleases; (ii) Tenant’s interest in any and all subleases; (iii) all intangible property related to the construction of the Improvements; and (iv) all personal property remaining on the Improvements which have not been removed by Tenant within the time period specified in this Section 2.02.

Section 2.03 Easements. At Tenant’s request or as may be reasonably required in connection with development and use of the Premises, Landlord agrees to grant, in accordance with Board of Regents’ policies, to third parties future easements and rights of way on or over the Premises and adjacent property owned by Landlord as required to provide utility services to the Premises and adjacent property owned by Landlord. Landlord and Tenant shall agree upon the specific locations of such easements and rights of way.

ARTICLE 3 Rent

Section 3.01 Rent. Tenant agrees to pay Landlord Ten (\$10.00) Dollars annually for the term of this lease. In addition to payment of said rent, Tenant agrees if the Landlord shall incur any maintenance, operation or other expenses, including reasonable attorney’s fees, in enforcing any covenant by Tenant to be performed hereunder, or in defending any action in which Landlord is made a party by reason of any act of the Tenant, it’s employees, members, or agents, the sum or amount of such expenses shall be paid by Tenant to Landlord forthwith by demand in writing by

Landlord to Tenant; provided, however, that Tenant shall have the right at its option to prosecute or defend in Landlord's behalf any such action to which Landlord is made a party by reason of any act or alleged act of Tenant, its employees, members, or agents.

ARTICLE 4

Payment of Taxes, Assessments, Utilities & Other Impositions

Section 4.01 Taxes.

Business Operation Taxes

Before any fine, penalty, interest or cost is incurred, Tenant shall pay or cause to be paid, any sales or use taxes, value added taxes, business and occupation taxes and all fees associated with the construction or operation of the Improvements that may be levied, and any and all other federal, state, county and municipal governmental and quasi-governmental levies, fees, rents, assessments or taxes and charges, now or hereinafter imposed on the Premises, assessments, license and permit fees, and all other costs, charges or expenses that benefit the Land during the Term which may have been, or may be imposed upon, or become a lien on the Land.

Real Property Taxes

Landlord shall pay prior to delinquency, all taxes, if any, assessed against or levied upon, or any similar imposition due as the result of ownership of the Land ("**Real Property Taxes**"). The Parties acknowledge that the Land is exempt from Real Property Taxes under Applicable Laws as of the Effective Date.

Personal Property Taxes

Tenant shall pay, prior to delinquency, all taxes, if any, assessed against or levied upon Tenant's fixtures, equipment, the Improvements, and personal property located in or upon the Premises, if any ("**Taxed Personal Property**"). If Tenant has Taxed Personal Property, then Tenant shall cause all such Taxed Personal Property to be assessed and billed separately from the real property of which the Premises are a part.¹

Section 4.02 Impositions. Except as otherwise specifically provided herein, Tenant shall pay directly to the applicable agency without notice, except as may be required in this Lease, and without abatement, deduction or set-off, as "**Impositions**" all costs and expenses arising from the construction of the Future Development (which specifically includes any related easement parcels relating to the use of the Premises), including, but not limited to, maintenance, repair, replacement of all improvements located thereon and costs associated with providing property management; safety and security for the Premises; insurance (as set forth in Article 6 of this Lease); premiums, fees, interest, charges, reimbursements and/or expenditures imposed by or resulting from the application of statutes or regulations, of any federal, state, county, municipal or other governmental body or agency performing a governmental or other function (including, but not limited to, the Environmental Protection Agency and the authority administering the Occupational Safety and

¹ Note to draft – See NRS 361.088 (Exemption of personal property of the Nathan Adelson Hospice)

Health Act, the Americans with Disabilities Act, or agencies performing the same or similar functions) or are incurred to reduce energy consumption or costs and expenses necessary or to protect the health and safety of guests or occupants of the Improvements or to improve the appearance or utility of the Improvements; and obligations of every kind and nature (excepting only certain Real Property Taxes payable by Landlord, if any, as provided in Section 4.01 or elsewhere in this Lease) which arise and become due during the Term arising from the construction of the Future Development.

Section 4.03 Impositions for Material Changes. Any material changes in the Future Development or Site Plan requested by Tenant which increase Landlord's cost of holding the Land, shall be paid for by Tenant.

Section 4.04 Utilities. Tenant shall pay or cause to be paid directly to the utility provider all utility charges, including, but not limited to, electrical power, natural gas, domestic water, sanitary sewer and storm sewer (including installation, service, relocations, connections, maintenance, license and permit fees) that benefit the Premises during the Term which may have been, or may be imposed upon, or become a lien on the Land. Tenant will ensure timely removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of the construction of the Improvements.

Section 4.05 If Imposition Is Unpaid, After Notice, Either Party May Pay. If Landlord or Tenant shall at any time fail to pay any sum, Imposition, cost or expense which it is obligated to pay under the terms of this Lease, then the other Party, after ten (10) days written notice to the Party which has failed to make payment (or without notice or upon a shorter notice period in case of any emergency) and without waiving or releasing either Party from any obligation under this Lease, may, but shall be under no obligation to, pay any sum, Imposition, cost or expense; provided, however, that no payment shall be made if the Party receiving the written notice has in fact paid the same before the expiration of the time period and has given notice to the party originally giving notice. Any payment made by either Party pursuant to this Section 4.05, together with all costs, expenses and interest actually paid with respect to the Imposition, if any, and if none, at the prime rate, shall be paid to the paying Party on demand.

Section 4.06 Landlord May Perform Non-Monetary Covenant or Condition and Charge Tenant. If Tenant fails to perform or observe any covenant or condition contained in this Lease, the performance of which involves something more than merely the payment of money, then Landlord, after thirty (30) days written notice to Tenant (or without notice or upon a shorter notice period in case of an emergency), and without waiving or releasing Tenant from any obligation, may perform the same for the account of Tenant, and charge Tenant the actual cost of performance. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of the act, together with interest thereon at the prime rate, shall be paid by Tenant to Landlord on demand.

ARTICLE 5

Surrender of Land, Premises and/or Improvements by Tenant

Section 5.01 When Tenant Must Surrender Possession. Upon the date of the Lease Termination, Tenant shall surrender the Premises to Landlord (i) subject to the provisions of this Lease, in good order, condition and repair, free and clear of all occupancies and licenses, other than those that the continuance of which Landlord shall have expressly permitted; (ii) free and clear of all liens and encumbrances other than those permitted by Landlord as further set forth in Section 10.02; (iii) Tenant shall deliver all keys and access control devices/components for the Improvements; and (iv) Tenant and Landlord shall execute the Completion Certificate, attached hereto as **Exhibit "E"**. Landlord's acceptance of surrender of the Premises by Tenant shall only arise from, and must be evidenced by, written acknowledgment of acceptance of surrender signed by Landlord. No other act or conduct of Landlord shall be deemed to be an acceptance by Landlord.

Section 5.02 Holding Over. Tenant acknowledges that possession of the Premises must be surrendered to Landlord upon the date of Lease Termination. Tenant agrees to indemnify Landlord against and save Landlord harmless from all costs, claims, loss or liability resulting from the failure or avoidable delay by Tenant in so surrendering the Premises. If Tenant remains in possession of the Premises after a Lease Termination, with Landlord's consent, then Tenant's possession will create a month-to-month tenancy, subject to all terms and conditions of this Lease. Such month-to-month tenancy may be terminated by either party by giving at least thirty (30) days prior written notice. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Land after the expiration or sooner termination of the Term. If Tenant remains in possession of the Premises after expiration or sooner termination of this Lease without Landlord's consent, then Tenant shall be a tenant-in-sufferance, subject to all the terms and conditions of this Lease, except that Minimum Monthly Rent shall be subject to an automatic increase of:

- (a) Fifty percent (50%), over and above the monthly amounts paid in the last full calendar month of the Term.
- (b) and Landlord shall be entitled to terminate the tenancy immediately without notice and to recover all actual and consequential damages resulting from Tenant's failure to surrender the Premises. This provision shall survive the expiration or sooner termination of this Lease.

Section 5.03 Abandoned Property. Subject to Section 2.02 (c), any personal property of Tenant or any occupant which remains on the Premises after the date of Lease Termination and the removal of Tenant or other occupant from the Premises may, at the option of Landlord, be deemed to have been abandoned, and may be retained by Landlord as its property or be disposed of, without accountability.

Section 5.04 Landlord Not Responsible for Loss or Damage. Upon Lease Termination, Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant, any sub-Tenant, any space Tenant or any other occupant.

Section 5.05 Provisions of This Article Survive Termination. The provisions of this Article shall survive any Lease Termination.

ARTICLE 6 Insurance

Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect a policy or policies as follows:

Section 6.01 Special Cause of Loss Property Insurance CP10 30 (or equivalent)

Tenant will maintain a policy of “Special Form” or “Special Cause of Loss” insurance on form CP10 30 (or equivalent) covering loss of or damage to all of the Improvements and all furniture, fixtures, equipment and other property then located in the Premises, in an amount not less than the full replacement cost of this property (the “Tenant’s Property Insurance”). With respect to the Tenant’s Improvements only, the Tenant’s Property Insurance will name Tenant and Landlord as loss payees, as their interests may appear.

Section 6.02 Commercial General Liability Insurance CG00 01 04 13 (or equivalent)

Tenant will provide and maintain throughout the term of the Lease Agreement a policy of commercial general liability (bodily injury and property damage) insurance Form CG00 01 04 (or equivalent), including broad form coverage of property damage, contractual liability for insured contracts and personal injury (including bodily injury and death), to be on the so-called "occurrence" form containing minimum limits per occurrence of not less than ONE MILLION DOLLARS (\$1,000,000.00) with not less than a TWO MILLION DOLLARS (\$2,000,000.00) general aggregate for any policy year with a deductible not in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) (the “Liability Policy”).

In addition, at least TEN MILLION DOLLARS (\$10,000,000.00) excess and/or umbrella liability insurance shall be obtained and maintained for any and all claims, including all legal liability imposed upon Tenant and all related court costs and attorneys' fees and disbursements.

The Liability Policy must insure against liability arising on the Premises and out of the ownership, use, occupancy, or maintenance of the Premises or the business conducted on the Premises, including liability arising from the negligence or other acts or omissions of all insured and additional insured parties.

Landlord will each be an additional insured under the Liability Policy. The coverage provided to the additional insureds must be primary and non-contributory. Notwithstanding the limits of liability provided above, if Tenant carries insurance coverage with limits higher than the limits required in this Lease, Landlord will be an additional insured as to the full coverage limits actually carried by Tenant.

Section 6.03 Worker's Compensation

Worker's compensation insurance, as required by the NRS, and including employer's liability insurance. Employer's liability limits shall be at least ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence and for occupational disease. All Contractors providing services shall provide proof of Workers' Compensation insurance as required by NRS 616B, or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters, is not required.

Section 6.04 Qualifications of Insurers

Each insurance policy that Tenant is required to maintain will be issued by a company duly qualified to do business in the State of Nevada and rated A-/VII or better in "Best's Insurance Guide" or having a rating of at least "A" by S&P.

Section 6.05 Certificates of Insurance

Tenant will deliver to Landlord certificates of insurance (and at Landlord's request, original policies) evidencing the existence and amounts of these policies, with evidence that these policies contain the required loss payable, additional insured, and other required clauses. Each certificate of insurance will contain an endorsement from the insurer that the policies shown in the certificate may not be canceled or materially reduced without 30 days' prior notice to Landlord.

Section 6.06 No Co-Insurance

All policies shall either be written on a no coinsurance form or contain an endorsement providing that neither Tenant nor Landlord nor any other party shall be a co-insurer under such policies.

Section 6.07 Builder's Risk Insurance for the Future Development

Tenant shall either procure, maintain, and keep in force and require each contractor, subcontractor, design builder, sub design builder, architect, sub architect, engineer, sub engineer, consultant, sub consultant, service provider, vendor and any other party performing material remodeling or reconstruction work as part of the Future Development (collectively, "Contractors"), or shall cause the Contractors at their sole cost and expense, to procure, maintain, and keep in force for the duration of the material remodeling or reconstruction work the following policies:

Builder's Risk/Property Insurance in an amount not less than One Hundred Percent (100%) of the construction contract value of the Future Development as completed; the Contractor shall purchase and maintain Builder's Risk/Property shall be written on a policy of "Special Form" or "Special Cause of Loss" insurance covering loss of or damage to all of the Future Development and all furniture, fixtures, equipment and other property then located in the Premises, in an amount not less than the full replacement cost of this property or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of

materials supplied or installed by others, comprising total value for the Future Development at the site on a replacement cost basis without optional deductibles. Such Builder's Risk/Property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made to the Contractor. This insurance shall include interests of Tenant, UNLV, the Contractor, subcontractors and sub-subcontractors in the project.

ONE MILLION DOLLARS (\$1,000,000.00) with not less than a TWO MILLION DOLLARS (\$2,000,000.00) general aggregate for any policy year with a deductible not in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

Excess/Umbrella Contractor shall be required to maintain a TEN MILLION DOLLARS (\$10,000,000.00) per occurrence/ aggregate excess policy. An Excess policy shall be as broad as primary liability insurance and must be specific to the Future Development.

Worker's compensation insurance, as required by Nevada Revised Statutes ("NRS") and including employer's liability insurance. Employer's liability limits shall be at least ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence and for occupational disease. All Contractors providing services shall provide proof of Workers' Compensation insurance as required by NRS 616B, or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters, is not required.

Professional Liability Insurance (Errors & Omissions), FIVE MILLION DOLLARS (\$5,000,000) per claim/aggregate; and retroactive date must be prior to commencement of the performance of the applicable contract and the discovery period is to be three (3) years after termination date of the applicable contract. A thirty-six month (36) supplemental extended reporting period must be endorsed to the insurance policy if coverage is cancelled;

The Builder's Risk/Property insurance shall include, without limitation, insurance against the same perils that "Special Form" or "Special Cause of Loss" insurance must cover.

If the Builder's Risk/Property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

The Builders Risk/Property insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

Construction use of the Premises shall not commence until the insurance company or companies providing Builder's Risk/Property insurance have consented to such partial occupancy or use by endorsement or otherwise. Tenant and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

Boiler and Machinery Insurance as required by the applicable contract by law, which shall specifically cover such insured objects during installation and until final acceptance by Tenant

and Landlord; this insurance shall include interests of Tenant, UNLV, the Contractor, subcontractors and sub-subcontractors in the work.

Loss of Use Insurance shall be purchased and maintained by the Contractor as will insure Tenant and UNLV against loss of use of Tenant's and UNLV's property due to fire or other hazards, however caused; and

Such insurance as may be required from city, county, state and/or federal laws, codes, regulations or authorities, or as may be reasonably required by Landlord.

Each insurance policy shall be (i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as A - VII or better.

In addition to the foregoing, Tenant shall provide other applicable insurance requirements, not listed in this Section 6, as indicated on the Risk Management and Safety website: <http://rms.unlv.edu/insurance-and-claims/insurance/contracts>.

ARTICLE 7

Repairs and Maintenance of the Premises

Section 7.01 Tenant to Keep Premises in Good Repair. Throughout the Term, Tenant, at its sole cost and expense, shall maintain the Premises in good, clean, safe and sanitary state of repair and condition consistent with: (i) such further and/or additional standards and criteria as may be reasonably established by Landlord; (ii) prudent construction, maintenance and management practices and (iii) the objective of maintaining the Premises in architectural harmony. All repairs and replacements made by Tenant shall be at least equal in quality and class to the original work and shall be completed in compliance with all Applicable Laws and ordinances. In order to protect and preserve the attractiveness, integrity, quality and value of the Premises, Tenant shall make all necessary repairs to the interior and exterior of the Premises, including but not limited to, driveways, parking, landscaping, walkways, exterior portions of the Improvements, balconies, terraces, patios, paint, glass, windows, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen. The term “**repairs**” includes all necessary repairs, replacements, renewals and alterations to the Premises. All repairs and replacements made by Tenant shall be at least equal in quality and class to the original work and shall be completed in compliance with all Applicable Laws and ordinances. In the event that Tenant fails to undertake such repairs and maintenance, Landlord may after giving Tenant reasonable written notice, undertake any necessary repairs and maintenance to the exterior improvements at the expense of Tenant.

Section 7.02 Standard of Care. The necessity for and adequacy of repairs to the Premises and the fixtures, improvements and equipment therein shall be measured by the standard which is appropriate for the buildings of similar construction and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or injury to the Improvements.

Section 7.03 Tenant to Maintain Certain Adjoining Areas. Tenant shall maintain all portions of the Premises, and the sidewalks, curbs, entrances, passageways and all area adjoining the same in a clean and orderly condition, free of dirt, rubbish and unlawful obstructions.

Section 7.04 Tenant Assumes Responsibility for Premises. Tenant hereby assumes responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises

ARTICLE 8

Compliance with Laws, Ordinances and Regulations

Section 8.01 Compliance with Law. Throughout the Term, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, statutes, ordinances, regulations, rules and orders of all federal, state, county and municipal governments, political subdivisions, boards, commissions, courts, agencies or other regulatory bodies (collectively, “**Governmental Authority**”) which may be applicable to the construction of the Improvements (collectively, “**Applicable Laws**”) and shall promptly remove any violation thereof installed or created by Tenant or its agents or employees. Tenant shall indemnify Landlord from and against all claims, actions, suits, proceedings, liability, damages, costs or expenses, including reasonable attorneys’ fees and experts’ fees and court costs, arising from Tenant’s violation of any Environmental Laws (as defined below).

Section 8.02 Tenant to Comply with Public Liability Insurance. Tenant shall comply with all the requirements of all policies of public liability, fire and other insurance (as set forth in Article 6 of this Lease) at any time in force with respect to the Premises.

ARTICLE 9

Construction of Future Development

Section 9.01 Tenant’s Right to Construct Improvements. All future Development shall be made in accordance with Applicable Laws at Tenant’s sole expense and in strict accordance with the Development Guidelines. All construction, alterations, additions or improvements shall be performed and completed diligently and in a good and workmanlike manner, free from defects of any kind and nature. The Premises shall at all times be free of liens for labor and materials supplied.

Section 9.02 Compliance with NRS Section 108.2403. Pursuant to NRS § 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS § 108.2403 and NRS § 108.2407. Tenant shall take all actions necessary under Nevada law to ensure that no liens encumbering Landlord’s interest in the Premises arise as a result of 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) establishing a construction disbursement account pursuant to NRS § 108.2403(1)(b)(1), or (ii) furnishing and recording, 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 immediately upon the signing of any contract with a prime contractor for Future Development or the construction, alteration or repair of any portion of the Premises. Tenant

may not begin any Future Development or 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 9.02. Failure by Tenant to comply with the terms of this Section 9.02 shall permit Landlord to declare Tenant in default and to terminate this Lease. Tenant's failure to comply with the bond and security requirements of NRS § 108.2403 and NRS § 108.2407 within fifteen (15) days of the applicable statutory periods shall permit Landlord to discharge the lien and entitle Landlord to immediate reimbursement by Tenant. Tenant acknowledges and agrees that Landlord may record a notice of non-responsibility in accordance with NRS §108.235.

ARTICLE 10 Discharge of Liens

Section 10.01 Tenant Shall Not Create or Permit Lien. Tenant shall not create or permit to be created or to remain, and shall discharge any lien, encumbrance or charge which might be or become a lien, encumbrance or charge upon the Premises or the income arising from the Premises. Tenant shall neither take, nor permit, any action which impairs Landlord's interest in the Premises, including but not limited to, the income from the Premises.

Section 10.02 Mechanic's Liens. Tenant shall pay or cause to be paid all costs for work done by Tenant or caused to be done by Tenant on the Premises, and Tenant shall keep the Premises free and clear of all mechanics' liens and material men's liens and other liens arising from work done or materials supplied to Tenant or persons claiming under Tenant (collectively, "**Mechanics' Liens**"). Tenant shall have the right to contest any lien or other encumbrance in good faith by appropriate judicial proceedings so long as: (i) the proceeding operates to stay an execution or foreclosure on the lien; and (ii) Tenant diligently pursues the contest to its conclusion. In any event, Tenant shall indemnify, defend, and hold Landlord harmless for, from, and against any and all liability, loss, damage, costs, attorneys' fees, and all other expenses arising from all Mechanics' Liens. In addition, Tenant shall keep Tenant's leasehold interest and the Improvements free and clear of all liens of attachment or judgment liens (collectively, "**Judgment Liens**"). Tenant shall cause any Mechanics' Liens or Judgment Liens to be discharged (by bonding or otherwise) within fifteen (15) days after demand by Landlord or such other period required by law, whichever is longer. If Tenant fails to do so, then Landlord may pay or otherwise discharge the lien and immediately recover all amounts expended (together with interest thereon at 10% per annum from the date of payment) from Tenant. If, at the end of the Term, a Mechanics' Lien or Judgment Lien is attached to the Premises, Tenant shall cause such Mechanics' Lien or Judgment Lien to be paid, discharged, bonded, or cleared from title.

ARTICLE 11 Waste and Environmental Matters

Section 11.01 Tenant Must Not Harm Premises. During the Term, Tenant shall not commit or permit any waste, damage or injury to the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any adjoining property, other than the normal incidences of construction. Tenant agrees not to use or permit the use of the Premises or any part thereof for any purpose prohibited by, and Tenant shall comply with all, Applicable Laws relating to the condition, use and occupancy of the Premises.

Section 11.02 Environmental Laws. Tenant shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, handling, transportation, treatment, storage, and disposal of any regulated substance on, under, or from the Premises. For the purposes of this Lease, the term “**Environmental Laws**” shall include, but not be limited to, any relevant federal, state, or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. Tenant shall defend, indemnify and hold Landlord harmless from and against all liability, obligations, losses, dangers, penalties, claims, and clean-up costs, including legal fees and expenses, imposed on, incurred by, or reserved against Landlord in any way relating to or arising out of any non-compliance by Tenant, Tenant’s successors, assignees, sub-Tenants, Contractors, agents or invitees with any Environmental Laws, from and after the Effective Date. This indemnity shall survive the expiration or termination of this Lease and/or transfer of all or any portion of the Land as shall be governed by the laws of the State of Nevada.

Section 11.03 Obligation to Notify. If either Party shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Laws or liability for Environmental Laws in connection with the Premises, that party shall deliver to the other Party, within fourteen (14) days of the receipt of notice or other communication, a written description of the violation, liability or actual or threatened event or condition, together with copies of any documents evidencing the same.

ARTICLE 12 Use and Occupancy of Premises

Section 12.01 Permitted Use. Subject to all the provisions and limitations contained herein, Tenant shall use the Premises solely and exclusively as a medical hospice facility. Use of the Premises for any other purpose shall be subject to prior written consent of Landlord, in its sole and absolute discretion. Tenant shall not use or allow the Premises or any part thereof to be used or occupied for any improper, immoral, unlawful or objectionable purpose, including any sexually oriented business purpose or in violation of any laws, and shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force. Tenant shall not use or allow the Premises or any part thereof to be used or occupied by a petroleum storage or fueling station or related use.

Section 12.02 Continuous Use; Interruption of Work. Tenant shall have the right from time to time to interrupt future Development for such reasonable periods of time as may be required to comply with Section 12.04 of this Lease. If construction is interrupted, Tenant shall diligently perform its obligations with all Applicable Laws in order to promptly resume construction of the Future Development following such interruption.

Section 12.03 Application for Licenses and Permits. As further set forth in the Development Guidelines, Landlord agrees, upon request of Tenant, to sign promptly and without charge any applications for such licenses and permits as may be required to comply with Section 12.04 of this Lease, where the signature of Landlord or owner is required by Applicable Laws in

force at the time. The cost of obtaining any such licenses and permits shall be borne by Tenant. Tenant shall indemnify, defend, save and hold harmless Landlord its officers, employees and agents from and against all liability, claims, losses, costs and expenses, including attorneys' fees, which Landlord may incur by reason of having signed any such applications.

Section 12.04 Compliance with Laws. Tenant shall obey, perform and comply with any and all Applicable Laws existing at any time during the Term in any way affecting the Land, or the use or condition of the Land, including the construction, alteration or demolition of the Improvements, or in any other way affecting this Lease. Tenant shall have sole responsibility for compliance with any requirements of the Americans with Disabilities Act of 1990, including the ADA Amendments Act of 2008 (collectively, the "ADA") and its implementing regulations and agrees to protect, defend, indemnify and hold Landlord harmless with regard to any claims, liabilities, or actions arising under the ADA and Tenant's obligations hereunder. Tenant shall have the right to contest in good faith the validity and/or applicability of any such Applicable Laws.

Section 12.05 Tenant Shall Not Cause Insurance Rates to Increase. Tenant shall not use nor permit the Premises to be used in any way which will independently increase the rate or rates of insurance upon the Premises or upon any adjacent buildings or property owned or used by Landlord or which will independently cause a cancellation of one or more of Landlord's insurance policies.

ARTICLE 13

Entry on Premises by Landlord

Section 13.01 Landlord Has Right to Enter Premises. In addition to Landlord's right of entry under any other provision of this Lease, Tenant shall permit Landlord and its authorized representatives to enter the Premises at all reasonable times on reasonable prior notice for the purpose of (a) inspecting, surveying, measuring or preserving the same, and (b) making any necessary repairs and performing any work that may be necessary by reason of Tenant's failure to make the repairs or perform the work, and any other lawful purpose. Landlord may enter without notice in case of an emergency threatening injury to persons or property. Nothing herein contained shall create or imply any duty upon the part of Landlord to make repairs or do the work. Landlord hereby reserves for itself, its contractors, employees, agents, suppliers, purveyors, customers, licensees and invitees of each of them, a nonexclusive license over, upon and across all access, sidewalks and driveway portions of the Land, for vehicular and pedestrian ingress, egress and access.

Section 13.02 Entry is Not Termination. Any entry or re-entry by Landlord on the Premises shall not cause a termination of this Lease, unless termination is specifically intended by Landlord as clearly and convincingly evidenced by a written Notice of Termination.

ARTICLE 14

Indemnification

Section 14.01 Tenant to Indemnify Landlord. Notwithstanding any provision to the contrary contained in this Lease and except to the extent occurring or existing prior to the Effective

Date, Tenant expressly agrees to indemnify, defend and hold harmless Landlord, its officers, employees and agents from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects and attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord by reason of any action or inaction of Tenant, its agents, employees or invitees, in connection with this Lease ("**Claim**"). In case any action is brought against Landlord by reason of a Claim, Tenant, upon written notice from Landlord, shall at Tenant's sole cost and expenses, including attorneys' fees, defend the action by counsel approved by Landlord in writing, within ten (10) days of receiving notice from Landlord, with the approval not to be unreasonably withheld. If Tenant fails to provide this defense, Tenant shall reimburse Landlord on demand for any legal fees or costs incurred by Landlord in connection with the Claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Premises during the Term, except for those caused by gross negligence or willful misconduct of Landlord or its agents or employees. Notwithstanding any provision of this Lease to the contrary, this indemnity shall survive expiration or earlier termination of this Lease.

ARTICLE 15 **Damage or Destruction**

Section 15.01 Tenant to Repair Damage or Destruction. In case of damage to or destruction of the Premises by fire or other casualty during the Term, where such damage or destruction is covered by a policy of insurance as required under Article VI of this Lease, Tenant, at Tenant's sole cost and expense, whether or not the insurance proceeds, if any, are sufficient for the purpose, and irrespective of the amount of any loss, shall restore, repair, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to the damage or destruction or with those changes or alterations as may be made at Tenant's election in conformity with and subject to the applicable provisions of this Lease. Restoration, repairs, replacements, rebuilding or alterations shall be commenced and prosecuted with due diligence and in good faith, unavoidable delays excepted. If the damage to, or the destruction of, the Premises results in a loss exceeding in the aggregate ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) then Tenant shall promptly give written notice thereof to Landlord and Tenant's election under Section 15.04.

Section 15.02 All Insurance Money to Be Used for Restoring the Premises. All insurance money paid pursuant to the terms of this Lease on account of damage or destruction, less the actual cost, contractor fees, and miscellaneous fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be held in an escrow account and applied to the payment of the cost of demolition, restoration, repairs, replacement, rebuilding or alterations, including the cost of temporary repairs or the protection of property pending the completion or permanent restoration, repairs, replacements, rebuilding or alterations.

Section 15.03 Tenant to Pay Any Deficiency. If the insurance money at the time of distribution, less the actual costs, fees and expenses, if any, incurred in connection with the adjustment of the loss, are insufficient to pay the entire cost of the restoration, then Tenant shall deposit the deficiency into the escrow account set forth in Section above within fifteen (15) days of the determination that such funds are insufficient.

Section 15.04 When Tenant Has Option to Restore. If the Premises are damaged or destroyed by fire or other casualty during the Term, and the cost of restoration exceeds the sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) as estimated by a licensed general contractor selected by Tenant and approved in writing by Landlord, and confirmed by the insurance adjuster, then Tenant may have the option of either:

- (a) Continuing the Lease for the remainder of the Term and restoring, repairing, replacing, rebuilding or altering the Improvements as provided in this Lease, or
- (b) terminating this Lease by written notice to Landlord given within sixty (60) days after the date of destruction or damage, provided Tenant is not in default hereunder and returning the Premises to Landlord together with an assignment of the insurance money paid on account of the fire or other casualty.

Section 15.05 Except for the Provisions of this Article, Tenant to Remain Liable. Except as provided in this Article 15, no destruction of, or damage to, the Premises or any part thereof by fire or any other casualty shall permit Tenant to surrender this Lease or shall relieve Tenant from any of its other obligations under this Lease.

ARTICLE 16 Eminent Domain

Section 16.01 Effect of Total or Partial Eminent Domain. If the possession of, title to, or ownership of the Premises are permanently or temporarily taken either prior to or during the Term by any competent authority under a statutory power of expropriation or compulsory acquisition or in lieu thereof, this Lease shall terminate upon the transfer of possession or title to the authority, as the case may be, and the Rent and any other sums payable by Tenant to Landlord shall be prorated to the date of taking.

- (a) In the event of a temporary or partial taking of the Premises by condemnation which is not sufficient in time or space to materially affect construction of the Improvements, this Lease shall be unaffected.
- (b) Any proceeds or benefits paid by any Governmental Authority for any kind of condemnation, whether whole, partial or temporary shall belong to Landlord.

Section 16.02 Partial Condemnation. If only a part of the Premises is taken or condemned so that the remaining portion of the Premises can continue to be used to the mutual satisfaction of Landlord and Tenant, then this Lease shall remain in full force and effect. In this event, whether or not its portion of the awards or payments, if any, on account of the taking are sufficient for the purpose, Tenant, at its own expense shall promptly commence and complete the restoration of the Premises as nearly as possible to their value, condition and character immediately prior to the taking or condemnation.

Section 16.03 Partial Taking Improvements Restructure. In the event of a partial taking which does not result in termination of this Lease, Landlord shall receive the entire award and shall cause that portion of the net award attributable to the value of the Improvements as determined by

the parties on the Premises to be applied to pay the cost of restoration of the Improvements. The balance of that portion of the award, if any, remaining after completion of the restoration, shall be equitably apportioned between Landlord and Tenant but that portion of the net award attributable solely to the value of the land shall be paid to Landlord.

ARTICLE 17

Mortgages, Assignments, Subleases and Transfers of Tenant's Interest

Section 17.01 No Assignment, Mortgaging, Subletting without Prior Consent. Without the prior written consent of Landlord, in its sole and absolute discretion, Tenant shall not: (i) make or allow any assignment or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease or in the Improvements, (ii) grant or allow any lien or encumbrance, by operation of law or otherwise, upon any part of Tenant's interest in this Lease, (iii) sublet any part of the Premises, (iv) permit anyone other than Tenant, its employees and bona fide guests to occupy any part of the Premises; nor, (v) sell, assign, option, encumber or transfer beneficial control of Tenant.

Section 17.02 Landlord's Consent. In the event Landlord consents to an assignment or transfer under Section 17.01:

- (a) Tenant shall remain primarily liable for all of its obligations under this Lease, notwithstanding any assignment, sublease or transfer. No consent granted by Landlord shall be deemed to be consent to any subsequent assignment or transfer, lien or encumbrance, sublease or occupancy.
- (b) Tenant shall pay all of Landlord's reasonable expenses incurred, up to a maximum of Ten Thousand Dollars (\$10,000.00) in connection with any consent requested by Tenant or in reviewing any proposed assignment or subletting. Any assignment or transfer, grant of lien or encumbrance, or sublease or occupancy without Landlord's prior written consent shall be void.

ARTICLE 18

Default Provisions

Section 18.01 Tenant's Event of Default. Each of the following events is an "Event of Default" if it is not cured within a period of thirty (30) days after written notice thereof from Landlord to Tenant or the event is of a nature that it cannot be completely cured within thirty (30) calendar days of such notice with the exercise of due diligence, and Tenant fails to timely commence the cure or fails to complete it with reasonable diligence and good faith:

- (a) whether by operation of law or otherwise, by selling, assigning or transferring or in any way disposing of this Lease or of the interest of Tenant hereunder except as provided in this Lease.
- (b) Tenant fails to perform its obligations to diligently prosecute construction of the Improvements.
- (c) Tenant vacates or abandons the Premises.

- (d) appointment of a receiver to take possession of all or substantially all of the assets of Tenant.
- (e) general assignment by Tenant for the benefit of creditors.
- (f) any action taken or suffered by Tenant under any insolvency or bankruptcy act.
- (g) Tenant's failure to maintain in force all insurance coverage required by this Lease or Tenant's failure to deposit evidence of insurance with Landlord as required by this Lease.
- (h) Tenant's failure to comply (i) with any material provision of this Lease, except for payment obligations, or (ii) with any applicable local, county, state or federal law, rules or regulations affecting the Premises; or
- (i) Tenant remaining in possession of the Premises after expiration or sooner termination of this Lease without Landlord's consent.

For events other than as described in the immediately preceding list, Tenant shall be deemed in Default of this Lease if: (i) Tenant fails to perform or observe any covenant or condition of this Lease and if this failure continues for sixty (60) calendar days after written notice from Landlord to Tenant; (ii) this failure is of a nature that it cannot be completely cured within sixty (60) calendar days with the exercise of due diligence, and Tenant fails to timely commence the cure or fails to complete it with reasonable diligence and good faith; or (iii) Tenant fails to make any payment when due.

Section 18.02 Peaceful Surrender. Upon occurrence of an Event of Default, Landlord may declare this Lease terminated or may declare Tenant's right to possession terminated. Upon any expiration or termination of this Lease, or of Tenant's right to possession, Tenant shall peacefully surrender the Premises to Landlord. At any time after expiration or termination, Landlord may without further notice re-enter the Premises. In addition to its other rights or remedies at law and in equity, Landlord shall have the immediate right of re-entry and may remove all persons and property from the Premises with, or without, judicial process.

Section 18.03 Effect of re-entry. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless Landlord expressly elects in writing to terminate all Tenant's rights in and to the Premises. No expiration or termination of this Lease shall relieve Tenant of its liabilities and obligations under this Lease, and these liabilities and obligations shall survive any termination.

Section 18.04 Additional Damages. In the event of the occurrence of any Event of Default, Landlord may, whether Landlord terminates this Lease or whether Landlord terminates Tenant's right to possession of the Premises, recover from Tenant the reasonable amount necessary to compensate Landlord for completing construction of the Improvements or, at Landlord's option, returning the Premises to the same state and physical condition as they were on the Effective Date.

Section 18.05 Tenant's Property. Tenant hereby waives all claims for damages which may be caused by the re- entry of Landlord and taking possession of the Premises or removing or storing Tenant's personal property. Tenant will defend, indemnify and hold harmless Landlord (and its regents, officers, members, contractors, agents and employees) from and against all injuries, losses, liens, claims, demands, judgments, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) occasioned by Landlord in re- taking possession of the Premises. Re-entry shall not be considered a forcible entry.

Section 18.06 Other Remedies. In addition to all other remedies, in the event of any Default by Tenant, upon prior written notice to Tenant, Landlord may cure the Default for the account and at the expense of Tenant. If Landlord incurs any expense, the sum or sums advanced by Landlord, together with interest of 1% per month, from date of payment by Landlord, together with all costs and damages, shall be deemed to be Rent and shall be due and payable as Rent.

Section 18.07 Partial Performance Does Not Constitute Cure of Default. No failure by Landlord or by Tenant to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy hereunder shall constitute a waiver of a breach thereof.

Section 18.08 Landlord's Injunction Rights. If Tenant commits an Event of Default, then Landlord may enjoin the breach without bond and may invoke any right or remedy allowed at law or in equity whether or not the remedy in question is specifically included in this Lease.

Section 18.09 Remedies are Cumulative. Each right or remedy of Landlord provided for in this Lease are cumulative and are in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity. The exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity.

Section 18.10 Default by Landlord. Landlord shall be considered in default or breach of this Lease for the nonperformance of any obligation imposed herein if it is not cured within a period of thirty (30) calendar days after written notice thereof from Tenant to Landlord and:

- (a) If the same relates solely to the non-payment of money, Landlord fails to perform within thirty (30) calendar days after receipt of said written notice, or
- (b) If the same does not relate solely to the non-payment of money, Landlord fails to commence performance within said thirty calendar (30) day period and to diligently continue such performance until the obligation is fulfilled.

In the event of a default by Landlord as defined in this Section, Tenant, at its option, without further notice or demand, and as its remedy shall have the right to any one or more of the following remedies without bonds: (a) to pursue the remedy of specific performance; (b) to pursue injunctive relief; and/or (c) perform Landlord's obligation and add the value thereof to the Gift. In the event of a default by Landlord defined in this Section, Tenant shall also have the right to terminate this Lease.

ARTICLE 19
Representations and Warranties

Section 19.01 Representations and Warranties of Tenant. Tenant represents and warrants to UNLV as of the date of this Lease and continuing until expiration or earlier termination of this Lease:

- (a) Tenant is a valid entity organized under the laws of the State of Nevada and is qualified to do business in the State of Nevada.
- (b) Tenant has the right, power and authority to enter into this Lease and to consummate the transactions contemplated herein in accordance with the terms and conditions hereof.
- (c) The parties executing this Lease on behalf of Tenant have all requisite authority to execute this Lease, and this Lease, as executed, is a valid, legal and binding obligation of Tenant.
- (d) Neither the execution and delivery of this Lease, nor compliance with the terms and conditions of this Lease by Tenant, nor the consummation of the transactions contemplated herein, constitutes or, to Tenant's actual knowledge, will constitute a violation or breach any agreement or other instrument to which it is a party or to which Tenant is subject or by which it is bound.
- (e) The execution and delivery of this Lease by Tenant has been duly authorized by all necessary corporate action on the part of Tenant, and no consent is necessary in connection therewith from any court or corporate or Governmental Authority having jurisdiction over Tenant or the subject matter of this Lease.
- (f) There is no administrative agency action, litigation, condemnation or other governmental proceeding of any kind pending against Tenant or, to Tenant's knowledge, any other member of the Development Team, which would prohibit or materially affect the ability of Tenant, or any member of the Development Team to comply with the terms and conditions of this Lease or to consummate the transactions contemplated herein.

Section 19.02 Representations and Warranties of UNLV. UNLV represents and warrants to Tenant as of the date of this Lease and continuing until expiration or earlier termination of this Lease:

- (a) UNLV is an instrumentality of the State of Nevada, duly organized and established under State law.
- (b) UNLV owns the Land in which the Project is to be developed and constructed and has the right, power and authority to enter into this Lease and to consummate the transactions contemplated herein in accordance with the terms and conditions hereof.

- (c) The parties executing this Lease on behalf of UNLV have all requisite authority to execute this Lease, and this Lease, as executed, is a valid, legal and binding obligation of UNLV.
- (d) Neither the execution and delivery of this Lease, nor compliance with the terms and conditions of this Lease by UNLV, nor the consummation of the transactions contemplated herein, constitutes or, to UNLV's actual knowledge, will constitute a violation or breach of any agreement or other instrument to which UNLV is a party or by which it is bound.
- (e) The execution and delivery of this Lease by UNLV has been duly authorized on the part of UNLV and no consent is necessary in connection therewith from any court or Governmental Authority having jurisdiction over UNLV or the subject matter of this Lease.

ARTICLE 20 Notices

Section 20.01 Notices. All notices, requests, demands, waivers, and other communications given as provided in this Lease shall be in lieu of, and not in addition to, statutorily required notice. All such notices, requests, demands, waivers, and other communications, unless otherwise specifically provided in this Lease, will be in writing, will also be delivered via e-mail to the addresses set forth below, and will be deemed to have been given:

- (a) If delivered in person, upon delivery, or
- (b) If mailed by certified or registered mail, postage prepaid, and addressed to Landlord or Tenant at the addresses provided below on the second business day after deposit in the United States mail if addressed to an address located within the same state in which the notice is being mailed or on the third business day after deposit in the United States mail if addressed to an address located within a state other than the state in which the notice is being mailed, or
- (c) If sent by overnight express delivery service, enclosed in a prepaid envelope and addressed to Landlord or Tenant at the addresses provided below, on the first business day after deposit with the service, or
- (d) If sent by fax machine to the phone number listed below, then Notice shall be deemed delivered on the next business day following receipt, as evidenced by a successful transmission report.

Either Landlord or Tenant may change its respective address as provided in this paragraph by giving written notice of the change as provided in this paragraph.

The addresses for notice are:

Notice to Landlord:

Senior Vice President/CFO for Business Affairs

University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451004
Las Vegas, Nv 89154-1004
Attn: Jean Vock
Phone (702)895-3571
Fax (702)895-1090
Email: Jean.vock@unlv.edu

With a copy to:

Cherie Garrity
Executive Director for Real Estate
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451018
Las Vegas, Nevada 89154-1018
Email: cherie.garrity@unlv.edu

With a copy to:

General Counsel
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451085
Las Vegas, NV 89154-1085
Attn: Elda Sidhu
Phone: (702)895-5185
Fax: (702)895-5299
Email: elda.sidhu@unlv.edu

Notice to Tenant

The Nathan Adelson Hospice
4141 University Center Drive
Las Vegas, NV, 89119
Attn: Karen Rubel
President and Chief Executive Officer

With a copy to:

Bailey Kennedy, LLP
8984 Spanish Ridge Ave
Las Vegas NV 89148-1302
Attn: Dennis L. Kennedy Esq.

ARTICLE 21
Signs

Section 21.01 Tenant's Right to Reasonable Signage. Tenant shall not place nor permit to be placed any new or future external sign, advertisement, notice, marquee, awning, or other display on any part of the exterior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, nor make any change thereafter. Except where consent has been previously obtained, Tenant, upon request of Landlord, shall immediately remove any new or future external sign, advertisement, notice, marquee, awning, or other display on any part of the exterior of the Premises which Tenant has placed or permitted to be placed on or about the Premises or on the Improvements of which they are a part, which in the reasonable opinion of Landlord is objectionable, offensive, or not in good taste, and, if Tenant shall fail to do so, Landlord may re-enter in or upon the Premises and remove the same at the expense of Tenant.

ARTICLE 22
Miscellaneous Provisions

Section 22.01 Table of Contents; Descriptive Headings; Background. The table of contents and descriptive headings of the paragraphs, sections, and other portions of this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope, meaning construction or intent of this Lease nor in any way affect this Lease. The Recitals and Exhibits are incorporated by reference as a material part of this Lease.

Section 22.02 Nevada Law Governs. This Lease will be interpreted and construed under and in accordance with the laws of the State of Nevada. The forum selected for any proceeding or suit related to this Lease shall be both the federal or state courts located in Clark County, Nevada. The Parties expressly consent to personal jurisdiction in these courts. Notwithstanding any other provision herein, the Parties expressly agree that: (1) this Section 22.02 is a valid and binding agreement despite any claim as to the invalidity of all or any portion of this Lease and is supported by mutual consideration of the Parties' actions in negotiating the transactions contemplated hereby; and no claim as to the invalidity of this Lease shall serve as a bar to the enforcement of the provisions of this Section 22.02.

Section 22.03 Severability of Any Invalid Provision. Invalidation of any one of the covenants, restrictions or provisions of this Lease by judgment or court order shall in no way affect any provisions, restrictions or covenants which shall remain in full force and effect.

Section 22.04 Brokers. Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all losses, liabilities, damages, costs and expenses arising out of or in connection with any claim by any broker or agent for commissions relating to this Lease by reason of Tenant's activities.

Section 22.05 Amendment Must Be in Writing. No amendment or modification to this Lease shall be valid except by written agreement made in writing by the Parties.

Section 22.06 Unless Otherwise Stated, Consent Shall Not Be Unreasonably Withheld. Any consent required of Landlord or Tenant hereunder shall not be unreasonably withheld, unless the specific provision provides that the consent is at the Party's sole discretion.

Section 22.07 Time Is of the Essence. Time is of the essence in this Lease and in each and every term and condition contained herein.

Section 22.08 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder (other than payment of any sum due hereunder by Tenant or Landlord) by reason of any acts of God, governmental restriction, strikes, labor disturbances, shortages of materials or supplies, third party suits which delay or prevent, acts of war or terrorism, or acts or failures to act by the other Party hereto in breach of such Party's obligations (but not because of insolvency, lack of funds, or other financial cause) or comparable condition by which any Party is hindered or prevented from performance of any act under this Lease (collectively referred to in this Lease as "**Force Majeure**"), then such Party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period during which such performance is rendered impossible due to the Force Majeure, and the time for performance shall be extended accordingly; provided, however, that (i) the Party seeking the benefit of this provision shall, within five (5) days after such Party becomes aware of any such delay, have first notified the other Party in writing of the cause(s) thereof and requested an extension, and (ii) the requesting Party must diligently seek removal or avoidance of the hindrance, and (iii) even though the time for performance may be extended as provided in this Section 22.08, the Parties shall remain bound by the other terms, covenants, and agreements of this Lease.

Section 22.09 No Waiver Unless in Writing. No consent or waiver, express or implied, by either Party hereto with respect to any breach or default by the other Party in the performance of any of its covenants or obligations under this Lease shall be deemed or construed to be a consent to or waiver of any other breach or default. No waiver by either Party hereto of any default or breach by the other Party in the performance of any of its covenants or obligations under this Lease shall be deemed to have been made by the Party unless contained in a writing executed by the Party.

Section 22.10 Entire Agreement. This Lease, together with the RFP, any exhibits and other matters attached hereto or incorporated herein by reference, constitutes one entire contract between the parties. All terms, conditions, representations, warranties, understandings, and interpretations contained in any other oral or written communications between the parties are hereby superseded. In executing this Lease, the parties acknowledge that they are relying solely on the matters set forth in this Lease, and not on any other inducements, written or oral, by the other party or by any agent, employee, or representative thereof. Tenant acknowledges that no prior information provided, or statements made by the Landlord or by any agent, employee, or representative thereof (collectively, "**Prior Information**") has induced Tenant to enter into this Lease. Tenant acknowledges that prior to entering into this Lease it has satisfied itself of all its concerns by conducting an independent investigation of the validity of all Prior Information.

Section 22.11 Joint and Several Obligations. If Tenant is comprised of more than one person or entity, then the obligations imposed upon Tenant shall be joint and several.

Section 22.12 Successors and Assigns; Lease Covenants. These terms, covenants, agreements, provisions, conditions and limitations shall be construed as covenants running with the land and shall bind and inure to the benefit of Landlord, its successors or assigns, and Tenant, its successors and permitted assigns and permitted sub- Tenants, except as otherwise provided herein.

Section 22.13 No Partnership. It is expressly understood that neither Landlord nor Tenant is or becomes in any way or for any purpose, a partner of the other in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the other, or agent of the other by reason of this Lease or otherwise.

Section 22.14 Counterparts. This Lease may be executed in any number of counterparts, all of which shall be deemed one instrument, and each of which shall be deemed an original of this Lease for all purposes, notwithstanding that less than all signatures may appear on any single counterpart.

Section 22.15 No Merger. There shall be no merger of this Lease nor of the leasehold estate created with the estate in the Premises by reason of the fact that this Lease, or the leasehold estate created hereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in the Premises or any portion therein and no merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in this Lease or the leasehold estate, including any lender, join in a written instrument effecting a merger.

Section 22.16 Mineral Rights. Landlord reserves to itself all of the oil, gas and mineral rights of the Land.

Section 22.17 Airport Noise Disclaimer. Tenant acknowledges the Premises are located within nearby airplane flight paths and are subject to significant levels of airport traffic and noise. Tenant shall release and hold harmless Landlord from any and all claims or actions arising from and relating to airplane flights and/or airplane noise.

Section 22.18 Intellectual Property. The Parties agree not to use any foreign, federal, state or common law trademark, trade name, service mark, trade dress, universal resource locator, domain name, design, symbol, logo, patent, copyright, name or insignia belonging to the other without prior written approval.

Section 22.19 Time Periods. Whenever this Agreement refers to a number of days, such number shall refer to business days unless calendar days are specified. Business days shall be Monday through Friday, excluding those days recognized by state banking institutions as holidays in Clark County, Nevada.

Section 22.20 No Third-Party Beneficiaries. This Lease is not intended to, and shall not, confer upon any person other than the Parties hereto any rights or remedies hereunder, and no person shall have any right to enforce any rights, duties or obligations of the Parties hereunder other than the Parties hereto.

ARTICLE 23
Certificates by Landlord and Tenant

Section 23.01 Estoppel Certificate. Either Party agrees at any time and from time to time upon not less than thirty (30) days prior notice by the other Party to execute, acknowledge and deliver to the other Party a statement in writing certifying that this Lease is unmodified and in full force and effect, (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), and stating whether or not the other Party is in default, specifying each default, it being intended that any statement delivered pursuant to this Section may be relied upon by the other Party or any prospective purchaser of the fee or any mortgage thereof.

ARTICLE 24
Right to Perform Other Party's Covenants

Section 24.01 Mutual Cure Rights of Obligations Under Lease If Landlord or Tenant shall at any time fail to pay any sum, cost or expense which it is obligated to pay under the terms of this Lease, then the other Party, after fifteen (15) days written notice to the Party which has failed to make payment (or without notice or upon a shorter notice period in case of any emergency) and without waiving or releasing either Party from any obligation under this Lease, may, but shall be under no obligation to, pay any such sum, cost or expense; provided, however, that no such payment shall be made if the Party receiving such written notice has in fact paid the same before the expiration of the time period and has given notice to the party originally giving notice. Any payment made by either Party pursuant to this Section, together with all costs, expenses and interest at the rate of ten percent (10%) per annum shall be paid to the paying Party on demand.

Section 24.02 Cure Rights of Obligations Under Lease. If either Party (“Failing Party”) fails to perform or observe any covenant or condition contained in this Lease, the performance of which involves something more than merely the payment of money, then the other Party, after fifteen (15) days written notice to the Failing Party (or without notice or upon a shorter notice period in case of an emergency), and without waiving or releasing Failing Party from any obligation, may perform the same for the account of Failing Party, and charge Failing Party the actual cost of any such performance. All sums so paid by, and all costs and expenses incurred Landlord in connection with the performance of any such act, together with interest thereon at the rate of ten percent (10%) per annum shall be paid by Failing Party to the other Party on demand.

Section 24.03 Successor Owner to Assume All Liabilities. In the event Landlord, or any successor owner of the Land, conveys its interest in the Land, then, upon the transfer of any monies or any other securities belonging to Tenant held by Landlord pursuant to the provisions of this Lease to any such purchaser of the Land, all liabilities and obligations on the part of Landlord or successor owner as Landlord under this Lease, accruing after such conveyance or disposal, shall cease. Each successor purchaser of the Land shall, without further agreement, be bound by Landlord's covenants and obligations. Nothing herein contained shall be construed to release Landlord or any successor owner as Landlord from any liability or obligation which otherwise matured prior to the effective date of such conveyance or disposal.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed as of the Effective Date.

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

Recommended:

**Board of Regents of the Nevada System of Higher
Education, on behalf of the University of Nevada, Las Vegas
Recommended:**

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

Approved:

Name: _____
Title: Chancellor, Nevada System of Higher Education
Date: _____

Approved as to legal form:

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

TENANT

Approved:

By: _____
Name: _____ Date _____
Title: _____

EXHIBIT "A"

LEASE BOUNDARY

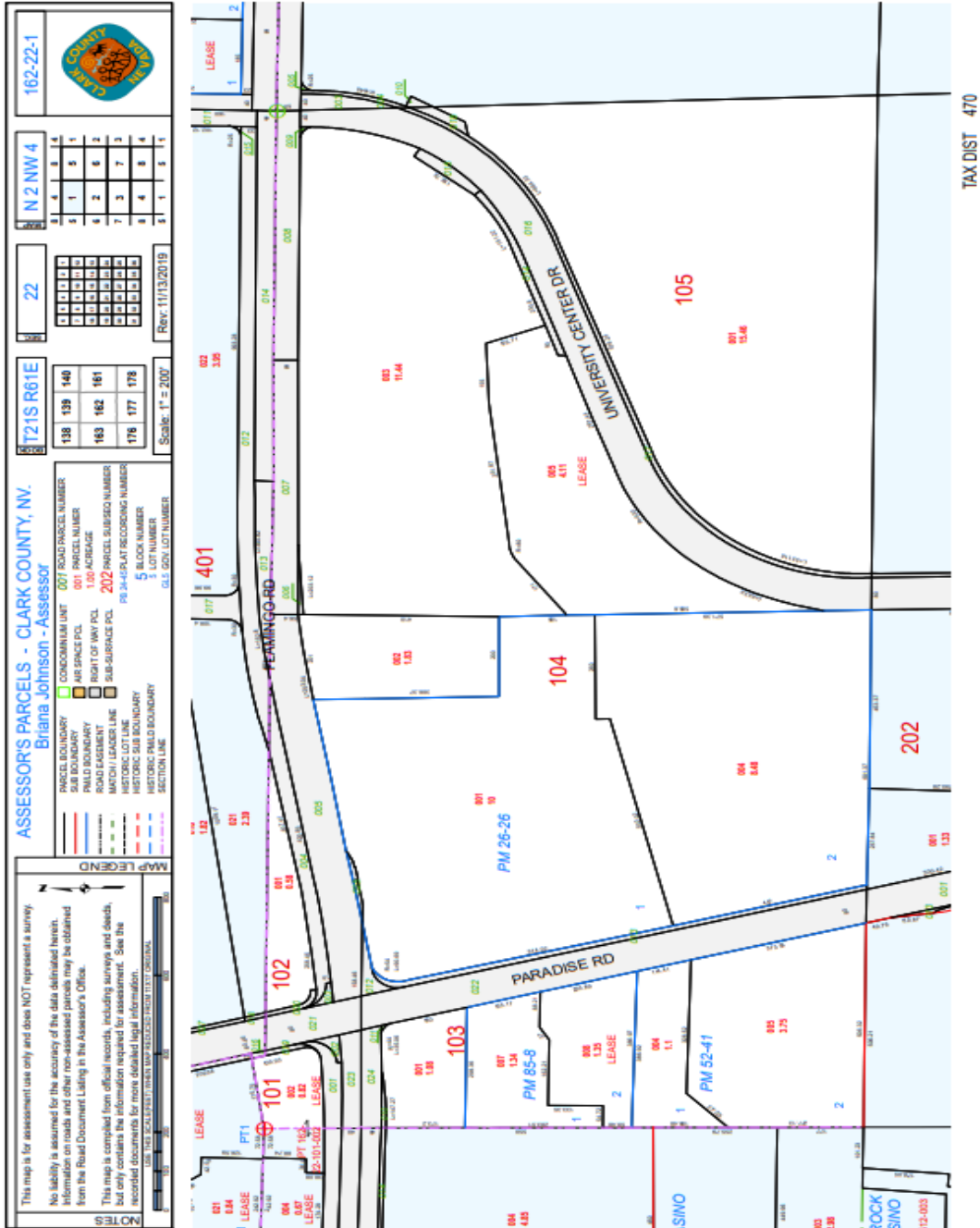


EXHIBIT "B"

LEGAL DESCRIPTION

That portion of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW1/4) of Section 22, T. 215, R. 61 E, M.D.M., Clark County, Nevada, described as follows:

COMMENCING at the Northwest corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence s. 00°43'41" W., along the West line thereof, 623.64 feet to the TRUE POINT OF BEGINNING; thence N. 50°31'03" E., 171.00 feet to a point of tangency with a curve concave Southeasterly and having a radius of 80.00 feet; thence Northeasterly along said curve through a central angle of 32°11'34" an arc distance of 44.95 to a point of tangency; thence N. 82°42'37" °E., 351.87 feet; thence N. 87°08'10" E., 155.08'; thence S18°57'56" E., 126.71feet; thence S. 71°02'04" W., 80 feet; thence South 18°57'56" E., 14.09 feet; thence S. 71°02'04" W., 297.44 feet to a point of tangency with a curve concave Southeasterly and having a radius of 530.41 feet; thence Southwesterly along said curve through a control angle of 71°45'45" on an arc distance of 664.33 feet to a point of tangency; thence N. 00°43'41" W., along the aforementioned West line of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW ¼), 585.50 feet to the TRUE PONT OF BEGINNING.

Containing 4.1056 acres, more or less.

EXHIBIT "C"
SITE PLAN



EXHIBIT “D”

Development Guidelines

These Development Guidelines shall be attached and become a part of that certain Ground Lease, dated as of _____, 2022 (the “Lease”), by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“Landlord” or “UNLV”), and The Nathan Adelson Hospice, a Nevada non-profit corporation (“Tenant”). Landlord/UNLV and Tenant shall be herein identified individually as a “Party” and collectively as the “Parties.” Terms used, but not defined herein, shall have the meaning given them in the Lease. For purposes of this Exhibit “D,” the planning, design, permitting and construction of the Future Development shall be referred to as the “Project.”

1. Tenant’s Obligations

General Rights and Obligations. Tenant shall:

A. Have overall responsibility for the planning, design, permitting and construction of the Project in accordance with the UNLV Design, Construction and Sustainability Standards (the “UNLV Guidelines”), which are incorporated herein by this reference, provided, however, UNLV and Tenant will cooperate to develop design criteria for the Project which will ensure compatibility and consistency with the UNLV campus.

B. Contract for, direct and manage all activities required to deliver the Project, including the coordination and management of all consultants, contractors, sub-contractors and other third-parties necessary to complete the Project.

C. Construct the Project on the Land at its expense and at no cost to UNLV.

D. Perform its services in a timely manner and in accordance with the requirements of the Lease and any specific schedule agreed upon in writing by the Parties, subject to delays caused by Acts of God, terrorism, strike or any other unavoidable delays, as further set forth in the Lease.

E. Designate a representative (“Tenant’s Representative”), who shall be responsible for managing Tenant’s responsibilities under the Lease and communicating Tenant’s approval and other Tenant decisions to UNLV. UNLV may reasonably rely upon representations from Tenant’s Representative in carrying out its obligations under the Lease. Tenant shall give immediate written notice to UNLV if Tenant, from time to time, designates any other individual to act as Tenant’s Representative.

Governmental Regulations/Licenses. Tenant, its employees, agents and representatives will comply with all Applicable Laws, statutes, ordinances, regulations, requirements, rules and orders of all federal, state, county and municipal governments, agencies and government authorities that may be applicable to the development, construction and use of the Project, including but not limited to, all requirements of the Nevada State Public Works Board (“SPWB”) and other codes and regulations as referenced by them, including, without limitation, any and all inspections and/or plan approvals required by the SPWB. Tenant will maintain all appropriate business and operating licenses per the Clark County Business and Licensing office.

2. Development Team

Development Team. Tenant will retain qualified and licensed companies to act as members of the team who will design and construct the Project, which includes an architect and a general contractor (collectively, the “**Development Team**”). UNLV shall review and provide any reasonable and timely concerns or objections to the Tenant’s selection of the Development Team, which will be provided to UNLV in writing within seven (7) days of the selection of each team member by the Tenant. Specifically, Tenant shall provide the name, resume/experience on the General Contractor’s superintendent, project manager, safety director, and project executive. Upon receipt of complete information for this item, Landlord shall notify Tenant of any concerns or objections related to the General Contractor. As of the Effective Date, the following companies have been selected by Tenant and approved by UNLV as members of the Development Team:

Tenant may terminate but may not replace any member of the Development Team without UNLV’s prior written consent, which shall not be unreasonably withheld or delayed.

Tenant shall provide copies of the Schedule of Values and Guaranteed Maximum Price (“**GMP**”), but not the project budget, to UNLV for its review and approval prior to execution, which shall not be unreasonably withheld or delayed. Tenant shall also provide copies of agreements between Tenant and Architect and Tenant and General Contractor, as applicable, for UNLV’s review. UNLV’s review and approval rights shall be limited to all terms of such contractual agreements other than the scope of the services to be provided and the amount of the economic consideration to be paid therefor.

Licensed Contractors/Design Professionals. Tenant shall comply with the State of Nevada regulations as contained in the Nevada Revised Statutes (“**NRS**”) and Nevada Administrative Code (“**NAC**”) in the use of design professionals and contractors for the Project. Provided further, Tenant shall use only licensed, bonded, and responsible design professionals and contractors to perform any work, repairs, installations, or development of the Project. All design professionals and contractors employed by Tenant to perform any work, repair, installation, or improvement on the Project shall carry the insurance required by and in amounts at least equal to the limits set forth in Article 6 of the Lease, including, but not limited to, Workers’ Compensation Insurance in accordance with statutory requirements and Commercial General Liability Insurance covering their activities on the Project.

Non-Discrimination. Tenant will not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, handicap, national origin, age or sex, nor otherwise commit an unfair labor practice. Tenant will agree that, where required by state or federal law applicable to the Project, such clause will be incorporated into all subcontracts entered into with other business organizations or individuals who may perform any labor or services or provide materials in connection with the Project.

3. UNLV's Obligations

General Rights and Obligations. UNLV shall:

- A. Assist Tenant throughout the entitlement process. During the construction process, UNLV will reasonably approve temporary easements dedications and rights-of-way as may be necessary to complete construction of the Project.
- B. Assist Tenant throughout the plan check, permit and inspection process by the SPWB, Clark County, and/or any other government entity having jurisdiction for the Project as applicable and in obtaining all permits and approvals, at Tenant's cost, required to construct and occupy the Project.
- C. Designate a representative, who shall be responsible for managing UNLV's responsibilities under the Lease and communicating UNLV's approval and other UNLV decisions to Tenant ("**UNLV's Representative**"). Tenant may reasonably rely upon representations from UNLV's Representative in carrying out its obligations under the Lease. UNLV shall give immediate written notice to Tenant if UNLV, from time to time, designates any other individual to act as UNLV's Representative.
- D. Provide survey, geotech report and special inspection services, at Tenant's expense.

4. Site Development Costs

Existing Structures and Improvements. Tenant, at its sole cost and expense, shall be responsible for all actions, demolition, removal, relocation, and clean-up of any existing structures and improvements remaining on the Land on the Commencement Date.

5. Design of the Project

Plans and Specifications. Tenant has at its expense, prepared plans, specifications and construction documents in accordance with the provisions herein for the Project (collectively, the "**Plans and Specifications**"). The Plans and Specifications have been prepared by architects, engineers and licensed design professionals on the Development Team. The Plans and Specifications have been prepared subject to any statute, ordinance, rule or regulation of any other applicable governmental agency, department or authority having jurisdiction for the Project, whether federal, state or local. As of the Effective Date of the Ground Lease, Tenant has submitted the Plans and Specifications to UNLV and Landlord shall review and provide comments on the Plans and Specifications. With UNLV's approval, Tenant shall prepare and submit to UNLV the materials required for UNLV to submit the Plans and Specifications to the SPWB and the State Fire Marshall as required for their review and approval. Tenant shall provide such materials to UNLV no later than thirty (30) days prior to the Term Commencement Date.

A. **Conceptual Plans.** As of the Effective Date of the Ground Lease, Tenant has submitted to UNLV the conceptual plans related to the Project ("**Conceptual Plans**"). UNLV acknowledges receipt of the Conceptual Plans and has agreed to the overall design intent.

No material revisions shall be made hereafter to the Conceptual Plans without UNLV's prior written consent, which shall not be unreasonably withheld, conditions or delayed.

B. Construction Documents. As of the Effective Date of the Ground Lease, Tenant has delivered to UNLV the construction drawings, detailed specifications, and related documents required for the construction of the Project and consistent with the Conceptual Plans (the "**Construction Documents**"). The Construction Documents conform to and are consistent in all material respects with the Conceptual Plans. Tenant shall provide UNLV with any information requested in connection with the Construction Documents and shall meet with UNLV as requested to facilitate its understanding of the Construction Documents. The Construction Documents are subject to UNLV review and comment.

C. UNLV shall provide comments to the Construction Documents in writing to Tenant within twenty-one (21) days after receipt thereof. The parties shall discuss any disagreements relating thereto, with Tenant revising the Construction Documents thereafter and re-submitting them to UNLV for review and approval no later than thirty (30) days prior to the Term Commencement Date.

D. Standard of Review. UNLV shall not withhold its approval of any Plans and Specifications, or modifications thereto, that comply with or are consistent with the UNLV Guidelines, Plans and Specifications previously approved by UNLV, or as the case may be, any specific requirements set forth in the Lease.

E. Financial Feasibility. It is acknowledged that the Project's design and construction will be completed pursuant to a Design Build Agreement with a Guaranteed Maximum Price ("**GMP**") and that Tenant desires the Project be completed within the GMP and without change orders. Therefore, provided the UNLV Guidelines and any specific requirements set forth in the Lease, as the case may be, are satisfied, Tenant shall not be required to make any changes based on comments of UNLV ("**Discretionary Change**"), whether made during the design phase or the construction phase, if such Discretionary Changes are likely to increase the GMP. If Tenant determines changes requested by UNLV may increase the GMP, Tenant shall provide a written objection to UNLV and, upon reasonable written request from UNLV, will provide an explanation of the financial impact of the requested changes. If Landlord desires to proceed with the Discretionary Change or requires additions or changes outside the approved Construction Documents, Landlord shall be responsible for all related costs (including, but not limited to, any delay or scheduling costs and re-design costs), unless such required additions or changes are a result of Tenant's or General Contractor's error or omission. In the event of such a request, Tenant agrees to work with Landlord, if possible, to change or reduce other portions of the Project's scope by mutual agreement in order to support such additions or changes, and Tenant further agrees it will not unreasonably withhold consent. Landlord acknowledges such mutual changes or modifications cannot be made if General Contractor has commenced work on the items that Landlord requests to be changed or if General Contractor has purchased the materials in conformance with the original design.

Efforts to Resolve Objections. In the event of any objections by UNLV to submissions by Tenant, which objections shall be made in writing within thirty (30) days of such submission to UNLV, the Parties shall endeavor to resolve such objections. All objections shall set forth in

reasonable detail the basis for the objection. UNLV shall appoint no more than three (3) UNLV representatives who shall make themselves reasonably available during normal business hours to work with Tenant to resolve the objections as promptly as practicable. In the event of any objections by Tenant to changes requested by UNLV as set forth in Section 5.03 of this Exhibit, Tenant shall appoint no more than three (3) representatives (which may include Tenant's Representative), plus appropriate representatives of members of the Development Team, who shall make themselves reasonably available during normal business hours to work with UNLV to resolve the objections as promptly as practicable. In the event either party raises objections as set forth in this Section, the parties shall agree in good faith to establish a time period in which to resolve such objections.

6. Construction of the Project

Requirements for Commencement of Construction. Prior to the commencement of construction, Tenant shall furnish to UNLV:

A. evidence in a form acceptable to UNLV that the insurance required by the Lease has been obtained.

B. the Plans and Specifications approved in writing by UNLV and, as necessary, by any Governmental Authority as provided in Section 5.01 above;

C. a copy of the Schedule of Values and GMP;

D. a binding "**Construction Contract**" for the construction of the Project between Tenant and the General Contractor;

E. a copy of any and all building permits issued in connection with the development and construction of the Project, and consistent with the Construction Documents;

F. a construction schedule approved by UNLV, which shall account for UNLV special events and activities near the Project site as further set forth in Section 6.08.

G. those other items reasonably requested by UNLV in connection with the design, permitting, development, construction, maintenance or operation of the Project.

H. **Code Compliance.** Tenant and its agents, contractors, sub-contractors and employees shall comply with all requirements for construction of the Project which include, but are not necessarily limited to, all requirements of the Nevada SPWB (www.spwb.nv.us) and other codes and regulations as referenced by them which were in effect as of the plan check application or as otherwise required by SPWB, and also the following: International Building Code, the International Fire Code, the National Fire Code, the Uniform Mechanical Code, Uniform Plumbing Code, the National Electrical Code, the International Energy Conservation Code, and the County Street, Utility Standards, and Fire Department access requirements; applicable sections of the NRS and the NAC (www.leg.state.nv.us) including those related to the Energy Policy, State Fire Marshall; the Divisions/Departments of Industrial Relations, Health and Human Services and Environmental Protection; and the American with Disabilities Act Accessibility Guidelines. Tenant acknowledges UNLV is a party to that certain Interlocal Agreement, dated as of October 15, 1996, between UNLV and the Clark County Department of Aviation, in which UNLV

Page 36 of 44

acknowledges that the Land lies within McCarran International Airport's Airport Environs Overlay District (AEOD) and agrees to comply with Federal Aviation Regulation (FAR) Part 150.

I. **Commencement and Completion of Construction.** Upon satisfaction of all the requirements set forth in Section 6.01 of this Exhibit, UNLV will issue Tenant a Notice to Proceed and Tenant shall occupy the Land and commence construction of the Project on the Commencement Date. Tenant shall complete construction of the Project by February 28, 2015. Tenant shall obtain a Certificate of Occupancy prior to acceptance of the Gift by UNLV. If Tenant experiences a delay in the construction of the Project, through no fault of Tenant, such as an act of God, a labor strike, or a material shortage, then provided that Tenant exercises due diligence in its attempt to complete construction, Tenant shall have a reasonable extension of time (as set forth in Section 1.05 of the Lease), which shall not be unreasonably withheld or delayed, each in which to complete construction of the Project.

J. To the extent applicable, Tenant shall be responsible for compliance with the prevailing wage provisions of Nev. Rev. Stat. Chapter 338.020 to 338.090, including recent changes implemented by the Nevada legislature and state government in the 2015 legislative session, such as SB 119, and other changes as applicable, in the design, construction, development and maintenance of the Future Development. Tenant shall indemnify, defend, save and hold harmless UNLV, and its regents, officers and employees from any claims, liabilities, losses, costs or expenses arising out of any violation or alleged violation of any provision of Nev. Rev. Stat. Chapter 338.

K. **Governmental Regulations/Licenses.** At its cost and expense, Tenant is solely responsible for obtaining all required governmental, regulatory or administrative approvals necessary to permit the completion of the Project (collectively, the "**Governmental Approvals**"). In cases where public entities accept payment only from other public entities, Tenant shall pay SPWB plan check fees to UNLV, which will pay SPWB or any other government agency, as applicable. Tenant shall design and construct the Project in accordance with all Applicable Laws and regulations of governmental agencies having jurisdiction over the Project. Tenant, its employees, agents and representatives shall comply with all present and future laws, statutes, ordinances, regulations, requirements, rules and orders of all federal, state, county and municipal governments, agencies and government authorities that may be applicable to the completion of the Project.

L. **Development Activities.** In connection with completion of the Project, it may be necessary to dedicate and/or grant certain portions of the Premises for streets, alleys and rights-of-way, including, without limitation, utility rights-of-way and easements, and/or to obtain various governmental approvals, permits and/or consents (collectively, "**Development Activities**"). Tenant shall not pursue any Development Activities without the prior written consent of UNLV, which consent shall be in accordance with the policies of the Board of Regents, and will not be unreasonably withheld, conditioned or delayed. If UNLV consents to Development Activities, then UNLV shall, within ten (10) days after written request from Tenant (at no expense to Tenant but without entitlement to any payment by UNLV to Tenant for the services rendered), join in applications, creation of easements, dedications of streets or rights-of-way, subdivisions and declarations of covenants, conditions and restrictions, execute instruments and documents and attend a reasonable number of meetings with Tenant and/or jurisdictional governmental agencies.

J. UNLV Participation. UNLV shall have the right to: (1) notice and ability to attend all Project meetings; (2) construction observation; (3) construction punch list- activities; (4) option to review all submittals, shop drawings and Requests for Information (RFI's).

K. Coordination of Construction Activities. Prior to commencement of construction and throughout the construction period for the Project, Tenant will meet with UNLV to coordinate on-site and off-site construction activities, as required, for activities that may impact UNLV and/or its existing operational activities and events. Such activities may involve UNLV academic, event and/or administrative/auxiliary departments in or adjacent to the construction area, utility companies and/or other County, State or governmental agencies, as deemed appropriate. UNLV shall provide a current list for a twelve month period and shall regularly update the Development Team of any changes thereto. Such coordination shall include not less than 72-hour notice to UNLV for temporary shut-off or disruption of any utility. UNLV shall require a minimum seven (7) day notice period where such shut-off or disruption will impact UNLV events, and such activities shall be coordinated with Project construction schedules. UNLV shall approve Tenant's reasonable mitigation measures and shall not unreasonably withhold or delay such approval.

L. Prior to commencement of construction and throughout the construction period for the Project, Tenant will meet with UNLV to coordinate on-site and off-site construction activities, as required, for activities that may impact UNLV and/or its existing operational activities and events. Such activities may involve UNLV academic, event and/or administrative/auxiliary departments in or adjacent to the construction area, utility companies and/or other County, State or governmental agencies, as deemed appropriate. UNLV shall provide a current list for a twelve month period and shall regularly update the Development Team of any changes thereto. Such coordination shall include not less than 72-hour notice to UNLV for temporary shut-off or disruption of any utility. UNLV shall require a minimum seven (7) day notice period where such shut-off or disruption will impact UNLV events, and such activities shall be coordinated with Project construction schedules. UNLV shall approve Tenant's reasonable mitigation measures and shall not unreasonably withhold or delay such approval.

M. UNLV's and SPWB's Right to Inspect Project. Upon a minimum of 24 hours advance written and electronic notice to Tenant during the construction period, UNLV, the SPWB, or its designees may inspect the Project during normal working hours to verify compliance with SPWB-approved Plans and Specifications, to confirm any condition under the Lease, or for any other reasonable purpose. Tenant is responsible for making arrangements for inspections by SPWB as Tenant determines appropriate during the construction period. Tenant shall notify Landlord of scheduled inspections by the SPWB and other regulatory agencies.

N. As-Builts, Survey, Operations and Maintenance Manuals, Warranties and Title Insurance Endorsement. Within ninety (90) days of the end of the Term, Tenant, at Tenant's expense, shall furnish to UNLV a complete set of record documents in electronic format ("CAD" and "PDF") based upon "as built" civil, landscape, architectural, structural, electrical, mechanical, plumbing and similar plans, warranties and operations and maintenance manuals with respect to the improvements on the Premises and an "as built" survey showing the location of the Improvements upon the Land, describing the Land boundaries and showing all easements and other items affecting the Land. Tenant shall also furnish to UNLV upon request, at Tenant's

expense, copies of any and all other reports which Tenant may have in connection with the Premises, including, but not limited to, environmental surveys and assessments.

O. Protection of Work, Employees, Property and Public. Tenant will continuously maintain adequate protection of all its work from damage and will protect UNLV's property from injury or loss arising in connection with the construction of the Project. Tenant will adequately protect adjacent property as provided by law and the Lease. Tenant will take all necessary precautions for the safety of employees on the Project and comply with all applicable provisions of the state's workers' compensation laws and all federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the Project.

P. Tenant will designate a responsible member of its Development Team as Safety Officer (and report the name and position of the person so designated to UNLV), whose duty shall be to enforce safety regulations. Tenant will be responsible for the protection and subsequent repair of adjacent property during the course of construction from any potential damage caused by the construction of the Project.

2. Signs

Temporary Project Signage. Tenant shall be responsible for controlling all signage that may be placed on the Project site during the term of the Lease. Tenant shall be allowed to place a project information sign on the Project site of a size not to exceed four feet by eight feet (4' x 8') or 32 square feet total that shall contain, at Tenant's option, the names of the members of the Project Team and such other project information as the Parties shall agree, with the prior approval of UNLV as to the appearance and location of said sign. Approval for Tenant's project sign identifying the Project and its team members shall not be unreasonably withheld.

The Development Team shall be responsible to provide temporary or construction signage and signage redirecting pedestrian or vehicular traffic around project site at any time.

Exhibit “E”

COMPLETION CERTIFICATE

This Completion Date Certificate (“**Certificate**”) is made this _____ day of _____, 20____ (the “**Certificate Date**”) by and between The Nathan Adelson Hospice, a Nevada non-profit corporation, (“**Tenant**”), and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“**Landlord**” or “**UNLV**”).

WITNESSETH:

WHEREAS, by that certain Ground Lease (the “**Lease**”), dated as of _____, 2022____, Landlord granted to Tenant lease of that certain parcel of land described on “**Attachment 1**” which is attached hereto (the “**Land**”); and

WHEREAS, in accordance with the Letter of Substantial Completion submitted to UNLV by Tenant, as shown in “**Attachment 2**,” attached hereto and incorporated herein (“**Notice**”), construction of the Improvements were substantially completed on the _____ day of _____, 20____.

WHEREAS, Landlord and Tenant agree to execute, acknowledge, and deliver this Certificate to each other establishing the term of the Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. All other Lease terms remain unchanged and are in full force and effect.
2. Any terms not defined in this Certificate shall have the meanings given to them in the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Tenant and Landlord have duly executed this Certificate on the Certificate Date.

LANDLORD:

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

Recommended:

By: _____

Keith E. Whitfield, President
University of Nevada, Las Vegas

Approved:

Name: _____

Title: Chancellor, Nevada System of Higher Education

Date: _____

Approved as to legal form:

By: _____

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

Appendix A

KEY URBAN DESIGN FACTORS FOR THE MIDTOWN CORRIDOR

Components and design of urban space, facade and appearance of building:

- Entry points/gateways (pedestrian and vehicular) - inviting and supporting a quality urban setting.
- Coordination with existing/surrounding pedestrian, vehicular, transit and other access items - good quality access and eliminating or minimizing conflicts.
- Pedestrian connectivity to UNLV campus and UNLV Transit facility - links to crosswalks and other facilities for high quality and safe access to the UNLV campus.
- Signage (building, directional, other) - Establishing an overall project signage plan that is well coordinated with UNLV signage.
- Building Materials and Colors (connection and relationship to existing Midtown UNLV quality buildings such as Greenspun Hall - glazing, metal panels, storefront systems, sandstone/sandstone colors, etc...) -greater emphasis on west facade.
- Building Facade Articulation (scale, materials, material arrangements/relationships, facade features for urban quality (awnings, shading devices, other items).
- Landscaping (connection and relationship to existing Midtown UNLV landscaped areas such as at Greenspun Hall and east of the UNLV Foundation - minimum single row of Southern Live Oak street trees (double row preferred if feasible), landscape buffer with connectivity between sidewalk and street. Decomposed granite to match UNLV. Raised planters could be considered as it makes sense (similar to courtyard of Greenspun Hall).
- Hardscape -base option of broom finished concrete.
- Exterior public space lighting -providing lighting that supports attractive, safe and well utilized public space. This could include items such as pedestrian oriented street lighting standards, bollards and other items.
- Urban Space -street furnishings, outdoor dining/small gathering spaces -tables, chairs, benches, trashcans, ash urns, other (UNLV has campus standards and options for these items).
- Public Art as is feasible in the streetscape. Consider options for partnership with UNLV on this item (i.e. commission from a UNLV Graduate, Faculty Member, other options).

For context, the UNLV Design and Construction Standards link is noted below. Not all of these standards apply to this project, but this document is provided for context.

<http://www.unlv.edu/plancon/standards-contracts>

and

<http://www.unlv.edu/plancon/campus-master-plans>

Appendix B

MIDTOWN UNLV - OVERALL PLANNING CONCEPTS, FOR CONTEXT

Create a university-community district, i.e. "**University District**" known as Midtown UNLV that simultaneously and cooperatively benefits the university and its mission; business interests; and the interests of the current and future residents in the area and in Clark County. Plan the creation of Midtown UNLV to establish the framework for extension of community revitalization on Maryland Parkway in general, through an integrated network of urban design/features, services, transit and other measures.

Create effective neighborhood revitalization public/private partnerships by capturing market - proven, innovative private and public capital and development models that have been proven successful in other revitalization efforts, whether within or outside of Clark County.

Create added value in Clark County through neighborhood revitalization and increased academic, research, cultural and economic activity for UNLV, Clark County, the State of Nevada, private developers, and the surrounding community.

Expand the economic impact from UNLV and its research, educational and related activities; and, reinforce and strengthen its role as a driver for a more diverse economic base for Clark County and Southern Nevada.

Revitalize the area/community in and around UNLV to develop a University District in Clark County, including the following key elements:

- Support the needs of UNLV and its neighbors/surrounding community, including, but not limited to, residents, business owners and business operators, through a revitalization effort that reverses the status quo of continued deterioration in the area.
- Increase the quality of the pedestrian experience, through safety measures, but also the elements that compose the pedestrian experience, such as sidewalks/hardscape; landscape ; public amenities; public/civic space; architecture/materials; street activity/engagement; signage/way finding; and, other infrastructure relative to pedestrian conveyance and experience at Midtown UNLV and as a model for future efforts on the Midtown Corridor.
- Encourage and promote the use of public mass transit with complementary parking strategies to reduce the reliance of private motor vehicles in the area and on the Midtown Corridor, which will, among other benefits, support the pedestrian experience and pedestrian safety; and increase environmental quality and sustainability.
- Create a destination in Clark County that promotes a vibrant atmosphere that

supports and increases the community engagement with and access to higher education, research, arts/culture, commerce/retail, professional activity and a variety of housing options for UNLV students, staff, faculty and the community at large.

- Create a planning environment and process among public and private entities that results in clearly defined guidelines and parameters for a University District regarding architecture, development, infrastructure, or any physical element or manifestation that are to be incorporated by any involved private or public party/developer. The 2006 Midtown UNLV Precinct Plan (<http://www.unlv.edu/assets/plancon/MidtownMasterPlanBook.pdf>) defines many of these concepts, including overall urban design, connectivity, landscaping, streetscape, massing, open space, parking assets, site furnishings and other items.
- Provide the availability of a broad cross-section of housing opportunities at Midtown UNLV for a wide-range of economic and social groups in a variety of urban models, fostering expansive diversity such as attainable workforce housing; 'traditional' student housing; married student housing; international student housing; faculty housing; and, general market housing, that is constructed in a variety of living settings and styles.
- Integrate planning and development by the University and private occupants of Maryland Parkway to provide a cohesive and integrated University District.
- Serve as a community model of sustainable revitalization by implementing Transit Oriented Development; constructing LEED certified facilities; reducing Carbon impacts; and employing other sustainable measures.



NATHAN ADELSON HOSPICE

Southern Nevada's only nonprofit hospice

nah.org

Celebrating 25 years of excellence

COMPASSIONATE CARE

Hospice celebrates 25 years

Nathan Adelson helps Southern Nevadans during difficult times

It's sad that something so beneficial had to come from such a painful and difficult experience. But that's exactly how Nathan Adelson Hospice, Nevada's first Medicare-certified hospice and the third in the country with an inpatient facility, was developed 25 years ago.

Nathan "Nate" Adelson had led a full and active life as a successful businessman and community leader, both in California and later in Las Vegas where he moved in the 1950s. His son, Merv, along with local developer and philanthropist Irwin Molasky, became partners and opened Sunrise Hospital in 1958.

The new hospital struggled, so the partners turned to Adelson to become Sunrise's first administrator. With his business acumen, Adelson was instrumental in turning the hospital around and bringing advanced medical technology and needed services to Sunrise and the community.

He made it a point to get to know all the doctors, nurses and staff, and visited all the patients. With his easy manner and friendly demeanor, he became known as "Mr. Hospital" and "Mr. Warmth."

Adelson was diagnosed with cancer in the 1970s. The disease ravaged him, and he eventually succumbed to it in 1977.

"Nate was a very dignified man, but sadly he died an undignified death. He was in extreme pain," said Molasky, Adelson's longtime friend, who, with Merv, was the driving force behind Nathan Adelson Hospice.

"After watching Nate struggle with his cancer, Merv and I thought there just has to be a better, more compassionate way for someone to die without having to go through all the pain," said Molasky. "In those days, people didn't talk about cancer, or if they did, it was in hushed tones. There wasn't as much known about the disease or other treatment options."

The pair began a quest. Their research involved talking to numerous doctors and other medical professionals, learning about treating patients for pain management, and looking at what other communities and countries were doing. They discovered the hospice concept in England and went there to learn more about it and its operation.

"We learned about comfort care and the goal of pain management in treating patients so they can function but not be so drugged to be 'zombies' or



Nathan Adelson

unaware of what is going on around them," said Molasky.

"Hospice" comes from the same root word as "hospitality" and can be traced to weary or sick travelers on long journeys. The term was first applied to specialized care for dying patients in 1967 at St. Christopher's Hospice in London.

Today, "hospice" refers to the steadily growing concept of humane and compassionate care which is implemented in a variety of settings — patients' homes, hospitals, nursing homes, long-term care facilities or free-standing inpatient hospice facilities. Hospice offers palliative, or comfort, rather than curative treatment. Under the direction of a physician, hospice uses sophisticated methods of pain and symptom control.

"We discovered a concept and a place where people could live without pain and not be hidden from family or anyone else," said Molasky. "Hospice provided a way to shed light on death and not hide it. After learning about hospice and visiting St. Christopher's, we decided to start a program here."

In 1978, Nathan Adelson Hospice began operations as a nonprofit program to provide quality care and compassionate support for patients who have been diagnosed with a terminal illness and a life expectancy that can be measured in weeks or months, rather than years. It is still Southern Nevada's only nonprofit hospice.

"We offer hospice care to patients and their families without regard for age, nationality, race, gender, diagnosis or ability to pay," said Susan Drongowski, Nathan Adelson Hospice president and chief executive officer. "More than \$1.05 million in free care was provided through our indigent care fund during the past 12 months, and our fees are based on a sliding scale to accommodate families with limited resources. Since opening 25 years ago, I'm proud that our care and programs have benefited 30,000 patients and their families."

Current board president Dennis Kennedy, became involved with



Irwin Molasky, with wife Susan
Hospice co-founder

Nathan Adelson Hospice shortly after it opened as its pro bono attorney and later a board member.

"Our growth was at a rapid pace. There was definitely a need for this new type of compassionate care for the terminally ill," Kennedy recalled. "It's been very rewarding to be involved with the hospice's development and tremendous growth and to help so many. As board president, I receive so many heart-warming letters letting us know how much hospice has meant."

Nathan Adelson's inaugural programming began with home care and one nurse and one volunteer who operated from one room in one of the medical office buildings across from Sunrise Hospital. More staff and nurses were hired as needed, and the office soon grew from one room to two rooms and then three.

"We eventually decided we needed a place where we could stabilize patients and provide respite care for caregivers, and the idea for the building was born," said Molasky, who is still very active on the hospice's board.

"Patients usually come to an inpatient hospice only in the last week or last few days of their life because more aggressive comfort measures are required and/or providing care becomes increasingly more difficult for family members," said Drongowski. "While the majority of hospice programs only involve home care, we're fortunate to offer two inpatient options."

The 20-bed Nathan Adelson Hospice facility, at 4141 Swenson St., opened in 1983, and a 14-bed facility at 3391 N. Buffalo Drive opened in 2000.

To realize the dream of the inpatient facility, Molasky and Merv Adelson



Susan Drongowski
Hospice president and CEO

made a presentation to the University of Nevada, Las Vegas Board of Regents to request land for a building. Previously, the pair had donated 45 acres to the university and now requested four acres back for the hospice. The regents agreed to lease the acreage for the project for 99 years at \$1 per year.

With the land hurdle over, Molasky and Adelson personally signed the loan to build the Swenson Street facility. It was designed to be home-like with patients bringing their personal items. Carpeting, couches, kitchens and beds for a loved one to stay over make it easy for family members and friends to be near and part of the caring process.

Most hospice care is still done in the home, and studies indicate most people would like to die peacefully at home in the comfort of their bed with loved ones around them, according to Drongowski.

"While many people still don't want to talk about or face death, it is a progression of life, especially for the surviving members of the family," said Drongowski. "But hospice provides a choice, and people who have been able to take advantage of Nathan Adelson Hospice and the various support groups and counseling programs we offer appreciate it."

Molasky recalled the biggest challenge when opening Nathan Adelson Hospice — and even today — is with doctors.

"It's difficult for doctors to switch to palliative care, or comfort care, versus their usual treatment course of trying to heal their patients," Molasky said. "Sometimes, that's just not possible."

► SEE CARE PAGE 3

▷ CARE: Hospice becomes model

CONTINUED FROM PAGE 2

It's hard for doctors to accept that sometimes they can't do anything more for their patients.

"When that occurs, it's time to make patients' quality of life better so that their last days, weeks and months aren't painful, so they don't die the undignified and painful death that Nate Adelson experienced — and that his family had to live through, too," he said.

Molasky is quick to credit the board of directors and administration for the success and development of the hospice.

"Our boards and management have been progressive. Whenever a need was brought to their attention, they found ways to meet it or implement a program," he said.

Nathan Adelson Hospice has become a model for other hospice programs around the country with its innovative services, many which go above and beyond traditional care. They include:

- Volunteer program
- Two inpatient facilities and home care
- Pediatric Compassionate Care (hospice for children)
- Bonnie Schreck Memorial Comfort

Care program (complementary therapies to bring comfort to patients)

The following programs are now located in the Walter L. Schwartz Center for Compassionate Care, which opened in 2002:

- Paws for Peace (pet loss counseling)
- Cocoon Project (helps children with grief and loss)
- Breast Cancer Survivor Counseling program
- Center for Compassionate Care (counseling for those in the program or community — you do not have to have a loved one at the hospice)
- Silk Butterfly program (education and counseling for those dealing with a dying child or loss of a child)
- Families in Focus (counseling for children and parents in the company of others who have had similar experiences)

Additionally, Nathan Adelson Hospice personnel respond within 24 hours of inquiry, the best response time in the community, and is the only hospice serving Pahrump and Nye County.

"Our nurses and volunteers are great, and much of the success in the care we provide is a credit to them," Molasky said. "They're truly special"

▷ SEE CARE PAGE 5

25th anniversary gala scheduled for Nov. 15

Special ceramic plates by celebrities to be auctioned

Nathan Adelson Hospice will formally celebrate its 25th anniversary with an evening of fun and remembrance on Nov. 15 at the Cili restaurant at Bali Hai Golf Club. The event will include a champagne reception and silent auction, dinner with wine pairings by some of the community's premier chefs, and dancing and entertainment.

One of the evening's highlights will be the gourmet dinner prepared by four of Las Vegas' most talented chefs, who have each created a different course. The culinary experts include: Certified Master Chef Gustav Mauler of the Spiedini, Sazio and BullShrimp restaurants; Executive Chef Patton Robertson of Cili; Executive Chef Eduardo Perez of Spago at The Forum Shops at Caesars; and Chef de Cuisine Bridget Lieb of Mariposa restaurant at Nieman Marcus in the Fashion Show. Each course of the spectacular meal will be paired with champagne and wine selected by the chefs and donated by Southern Wine & Spirits of Nevada.

An innovative fund-raising component also will be part of the gala's festivities with the unveiling of "Step up to the Plate." This unique project features the artistic talents of local and national celebrities, political figures and local artists, who have created beautiful ceramic platters for the silent auction.

Mayor Oscar Goodman, Phyllis McGuire, Debbie Reynolds and Steve Wynn are just of the few of the plate artists. Participants were sent a ceramic plate, small tubes of paint, brushes and other items to personalize their plate. Each plate was then professionally fired.

Proceeds from the silent auction will support the hospice's indigent care fund. Each year more than \$1 million is used to provide care and services to the terminally ill in the community, regardless of their ability to pay or access to medical insurance.

For anniversary event information, call 796-3133.

Congratulations From Your Financial Physicians



Art Marshall
Chairman of the Board
BankWest of Nevada



Larry Woodrum
President & CEO
BankWest of Nevada



Bruce Hendricks
EVP Regional President
Central Region



Selma Bartlett
EVP Regional President
Henderson Region



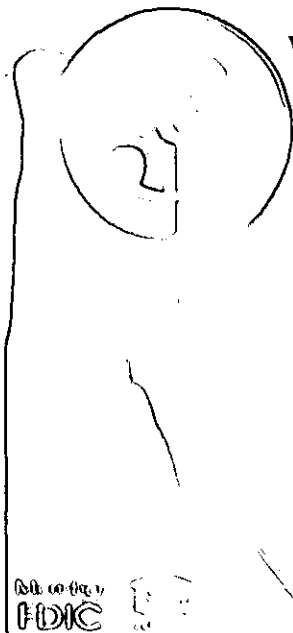
Diane Fearon
EVP Regional President
Southwest Region



Mark Larson
EVP Regional President
Northwest Region



Rachelle Crupi
SVP Regional President



We celebrate the 25th Anniversary of the Nathan Adelson Hospice, and the great advances, innovative ways of caring, progressive pain management techniques, achievements, programs and supporters that have helped to strengthen the Nathan Adelson Hospice for the past 25 years.

Call us. We're BankWest of Nevada. "Your Business Partner."

We said it... we mean it!

2700 W. Sahara Ave. • 702-248-4200

2890 N. Green Valley Pkwy. • 702-451-0624

7251 W. Lake Mead Blvd. • 702-240-1734

10199 S. Eastern Ave. • 702-940-8500

3985 S. Durango Dr. • 702-363-5140



netline www.bankwestnevada.com

Complementary therapies comfort hospice patients

Care programs offered at both hospice inpatient facilities

Established in 1999, The Bonnie Schreck Memorial Comfort Care Program at Nathan Adelson Hospice provides comprehensive complementary care programs designed to boost the spirits of patients and assist with pain and stress management. These programs are offered at both of the hospice's inpatient facilities, located at 4141 S. Swenson St. and 3391 N. Buffalo Drive, and soon will be available for patients with Nathan Adelson's home care, group home and nursing home services.

Nathan Adelson Hospice is unique in offering a structured, comprehensive program employing complementary therapies for maximum patient comfort. The program encompasses pet therapy, reminiscence therapy, massage therapy, therapeutic touch, hypnotherapy, music therapy, water therapy and aromatherapy.

"Patients truly appreciate and benefit from these complementary therapies," said Heather Kantor, complementary therapy coordinator and Nathan Adelson Hospice assistant director of development. "Whether used individually or together, our comfort therapies are extremely effective in soothing terminally ill patients and their loved ones."

Bonnie Schreck, a longtime Las Vegas resident who was known for her generosity to many local charities, died at Nathan Adelson Hospice on Feb. 11, 1999, following an 18-month battle with cancer. She was 51.

"The Bonnie Schreck Memorial Comfort Care Program was established with funds donated in Bonnie's

memory," said Kantor. "It was only fitting that her memory brings comfort to other hospice patients. The program is a perfect memorial to a remarkable woman."

The program continues to be supported by donations.

Pet therapy is an outgrowth of medical studies showing that interaction with pets can lower blood pressure, reduce anxiety and lessen feelings of isolation. Nathan Adelson currently has 20 certified therapy dog teams.

"Patients and their families 'talk' to the dogs, sharing their feelings and memories with a 'friend' who patiently listens and comforts," said Kantor.

Reminiscence therapy involves patients sharing their memories, special messages, thoughts or feelings with and for those they love. Upon patients' request, these communications are recorded, written or videotaped for their family, friends or the hospice Web site. Tapes and videos can be mailed at no charge to the patient.

"Sometimes hearing a loved one's voice or reading his or her words can mean a world of difference to those who are grieving," said Kantor.

Massage therapy is used to bring stress relief, ease aches and pains and provide general comfort to the patient. According to the Mayo Clinic, massage also fulfills a universal human need for touch.

Therapeutic touch is a type of alternative therapy using hands-on and energy-based techniques to balance and align the human energy field. Body, mind, emotion and spirit are touched through this process.

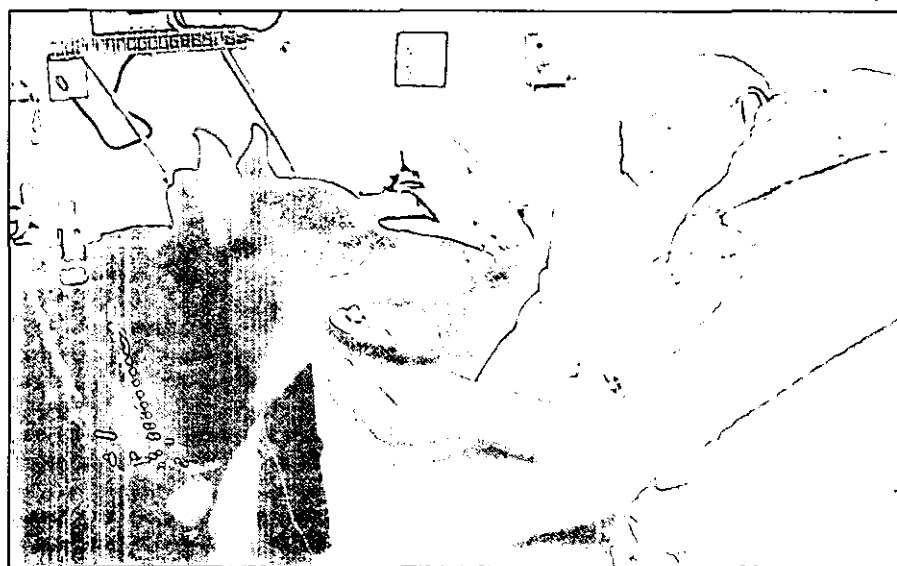


PHOTO BY JIM DECKER

Bill Peters, a patient at Nathan Adelson Hospice, enjoys the company of Faye, an 8-year-old Doberman pinscher, through the hospice's pet therapy program.

Hypnotherapy allows patients to relax and let the subconscious mind open in order to replace anxiety, stress or pain with peace and comfort. It is a safe and effective tool that empowers patients to take control of their responses to physical pain and the psychosocial/spiritual pain of a terminal illness.

During hypnotherapy, patients are completely awake, in control and aware of what is happening. Kantor said they remember everything that is said during the session and feel refreshed and relaxed when it's completed.

Music therapy is a soothing escape for those people suffering from long-term illness. It also can create a common ground between patients feeling

isolated by their illnesses.

The hospice uses music therapy along with medications to lessen fear, calm nerves, counteract depression and help induce sleep. In addition to an extensive music library, local musicians volunteer to play for patients and their families.

Water therapy involves the soothing sounds of tabletop waterfalls to create an atmosphere of relaxation while strengthening muscles, relieving pain and adding mobility.

Finally, the Bonnie Schreck Memorial Comfort Care Program utilizes aromatherapy in the form of essential oils, aromatic diffusers and massage. Different scents can relax the mind and body into a sound sleep or help alleviate depression.

Counseling services available for breast cancer survivors

Breast cancer knows no boundaries and is the most frequently diagnosed nonskin cancer in American women. This year, it is expected that more than 180,000 women in the United States will be diagnosed with the disease. Approximately one out of every eight women either has or will develop breast cancer at some point in her life.

"Women who are diagnosed with breast cancer begin an emotional roller coaster," said Vicky Quon, MSW, a counselor at the Compassionate Care Counseling Center, an affiliate of Nathan Adelson Hospice. "In addition to the medical ramifications of the disease, there is a tremendous amount of emotional stress."

To help women with their emotional needs, Nathan Adelson Hospice added breast counseling services earlier this year. The program is administered through the Compassionate Care Counseling Center. Services for breast cancer survivors and their families are

free of charge through a grant from the Susan G. Komen Breast Cancer Foundation.

"The No. 1 reason given by those who ignore signs and symptoms of breast cancer and do not regularly receive clinical breast exams or mammograms is fear," said Quon. "When it comes to their breast cancer diagnosis, women are afraid of the unknown."

During diagnosis, Quon explained, the physician might state: "Your biopsy was positive, and you have cancer. I have made a referral to a surgeon to discuss your options. You will also be referred to an oncologist and to a radiologist for further treatment."

Quon said the patient often goes into a kind of shock.

"The patient only hears that the biopsy is positive and she has cancer. The rest is a blur," she said. "Just a moment before, you were plain old you. Now you're a member of an elite club to which you would most

definitely prefer not to belong."

Breast cancer patients then embark on a whirlwind of referrals, doctor appointments, lab tests and chemotherapy and radiation treatments.

"During this period, women feel powerless, out of control and overwhelmed," Quon said. "Breast cancer is a family diagnosis as well as an individual one. Friends and loved ones often are as overwhelmed as the patient, and all wonder where to turn for emotional support and education regarding the disease. The Compassionate Care Counseling Center provides confidential counseling in a safe and comfortable environment."

Located at 4131 Swenson St., next to the Nathan Adelson Hospice inpatient facility, the Compassionate Care Counseling Center is inside the Walter L. Schwartz Center for Compassionate Care building. Individual, couples and family counseling, support groups and educational services are designed to

meet the needs of breast cancer patients, survivors and their families.

Trained counselors empower breast cancer patients to educate themselves in all areas regarding their disease and express feelings, concerns and fears in a safe and non-threatening environment. There are separate groups available to those who have experienced a recurrence of cancer.

Breast cancer support groups meet at 6 p.m. the first Wednesday of every month at the Center for Compassionate Care, and at 6 p.m. the third Wednesday of every month at Southwest Medical Associates, 808 S. Rancho Drive. The Breast Cancer Recurrence Support Group meets at 6 p.m. every fourth Wednesday of the month at the Center for Compassionate Care.

For more information regarding counseling services for breast cancer patients, survivors and their families, contact Vicky Quon or Gary Gardia at 796-3167.

Children's camp provides unique grieving program

The death of a loved one and the emotional pain experienced when struggling to process grief can be particularly difficult for children. To help young people cope with death, Nathan Adelson Hospice created Camp Mariposa, a unique weekend summer retreat that provides 75 children with opportunities to share grief with others who have had similar experiences in a nurturing and sheltered environment.

The camp is open to all children, ages 6 to 11, who are grieving, and is not just for those who have lost a hospice patient. It is another example of Nathan Adelson's commitment to programs that extend beyond the patient to loved ones and the community.

Since 1989, Camp Mariposa has helped kids through the grief process with guidance from specially trained counselors and therapists from Nathan Adelson Hospice.

The objectives of the three-day camp include: introducing the concept of grief as a natural response to a significant loss, introducing typical grief responses, offering opportunities for self-expression of feelings and personal experiences, relating positive



PHOTO COURTESY OF NATHAN ADELSON HOSPICE

Children enjoy a weekend summer retreat at Nathan Adelson Hospice's Camp Mariposa. The camp helps them cope with the death of a loved one.

memories about the deceased, providing a special way to remember loved ones, integrating painful experiences into everyday life through the grief process, and encouraging fun and laughter and acknowledging that they are essential to the healing process.

Camp activities also include nature walks, fireside gatherings, a talent show and grief workshops involving art and music therapy. In recent years, Camp Mariposa has been held at Mount Charleston and Potosi Pines.

Typically, registration is \$75 per child, with scholarships available for

families who cannot afford the fee. This year, the camp was supported through a donation. Nathan Adelson Hospice will host fund-raisers throughout the year to raise enough money to cover costs for next year's camp.

Nathan Adelson Hospice offers a variety of programs for children coping with the loss of a family member or loved one. In addition to Camp Mariposa, children may speak with a hospice counselor, social worker, chaplain or spiritual counselor, or participate in other programs through the hospice's Center for Compassionate Care.

► **CARE:**
Coverage
available

CONTINUED FROM PAGE 3

people. You have to remember they lose their patients, and sometimes they do get very attached. There are support groups for them, but naturally there is a certain amount of burnout. They do God's work."

Nathan Adelson Hospice now has 250 staff members in full-time, part-time and per diem positions, and more than 250 volunteers. More than 2,100 terminally ill patients were admitted during 2002, and services were provided to more than 3,700 friends and family members of patients during this period.

Within the last 20 years, the benefits of hospice have become more recognized and accessible. Medicare and Medicaid now offer comprehensive coverage for hospice services, including most medications and medical equipment. Most private insurance plans also cover hospice.

As a result of a national initiative, the Veteran's Administration is covering hospice services. This benefit will soon be available in Southern Nevada.

Thank You For 25 Years Of Caring.

GRO
GOLDEN ROUTE OPERATIONSSM


**GOLDEN
GAMING**^{INC.}

GOLDEN TAVERN GROUP
a Golden Gaming company

©2003 Golden Gaming Inc.

Volunteers play big role in care

Dedicated workers help underwrite high costs

Volunteers are integral to the high quality and compassionate care and services Nathan Adelson Hospice provides to its patients and their families. Celebrating its 25th anniversary this year, the hospice is still Southern Nevada's only nonprofit hospice.

"Without the efforts of our dedicated volunteers, we couldn't maintain the high quality services the community has come to expect of us," said Susan Drongowski, president and CEO of Nathan Adelson Hospice. "Volunteers help in all areas of hospice care so we can meet the extensive needs of patients and their families. Volunteers also help us underwrite the huge financial cost of patient care and services which we provide at no charge to terminally ill indigent patients and their families."

Currently there are more than 250 volunteers, with some having worked with the hospice for more than 20 years. Last year, 255 volunteers contributed 27,060 hours.

Jim Sugden, a 22-year volunteer, whose service has run the gamut from

▶ SEE VOLUNTEERS PAGE 7

Pahrump residents benefit from services

Nathan Adelson provides home care, counseling and caregiver support

Another sign of growth in Pahrump, which has tripled in population in the last 10 years, is the addition of hospice services. Beginning in 2000, Nathan Adelson Hospice expanded programming to the community, located 60 miles west of Las Vegas and 60 miles east of Death Valley. Nathan Adelson Hospice is the only hospice serving Pahrump and residents of nearby Crystal and Amargosa Valley.

Since Nathan Adelson Hospice, Pahrump began operations, patients and their families have benefited from varied programs. According to Susan Drongowski, president and CEO of Nathan Adelson Hospice, the average census is 50 patients per day, which is higher than most hospices in the country.

Pahrump's population is estimated at more than 27,000 people.

Andrea Willey, MSW, administrator for Nathan Adelson Hospice, Pahrump, is proud to be a part of such a "tight-knit and caring community," and of the program's commitment to quality service.

"Our staff is available 24 hours a day, seven days a week, and our accessibility is a vital part of the services we provide, especially since there is no hospital in the community," she said. "Residents appreciate knowing they can call someone any time of the day or night which can be very comforting to them."

Nathan Adelson Hospice, Pahrump operates somewhat differently than its

Las Vegas counterpart. The Pahrump agency is used mostly for administrative purposes and as meeting space for various support groups.

Services are provided for Pahrump, Crystal and Amargosa Valley residents with care given to the terminally ill in their own homes, nursing homes or assisted living homes. In Las Vegas, Nathan Adelson operates two inpatient facilities in addition to home-care services and the other programs.

Typically, Pahrump nurses make weekly visits to hospice patients. More frequent visits are made as needed along with visits from Dr. Michael Reiner, Nathan Adelson Hospice, Pahrump medical director. If more aggressive comfort measures are required and/or providing care becomes increasingly difficult for family members, Nathan Adelson's Las Vegas inpatient facilities can be used.

In addition to home care, the Pahrump program offers a variety of services and therapies.

"Social workers, certified nursing assistants, spiritual counselors and volunteers are available to ease the pain of suffering patients and to support grieving loved ones," said Willey. "Our social workers mainly help with community resources, while volunteers are available to pick up and deliver medication, run general errands and spend time with bedridden and otherwise isolated patients. Volunteers also support our pet therapy and aromatherapy programs."

For patients seeking understanding and closure, spiritual counselors are available for home visits. Despite providing nondenominational counsel and an openness to all religious beliefs, spiritual counselors with the Pahrump hospice are required to have a formal background in organized religion or spirituality.

Families and loved ones of hospice patients are not left to face their grief alone. Bereavement support services are provided for a minimum of 13 months following the death of a loved one and may be extended as needed.

Services include support group meetings as well as one-on-one counseling sessions. Weekly phone calls are made to check-in on those who are grieving, and an annual candle lighting service is held to commemorate those who have passed away.

These services are not limited to relatives and loved ones of Nathan Adelson patients. Bereavement support is available for the entire community.

All Nathan Adelson Hospice, Pahrump staff live in the area.

"Since we're all residents, we're in tune with the unique health-care issues that are present in the community and the overall aspects of rural living," said Willey. "Our care is delivered with respect, customer service, professionalism and pride."

Nathan Adelson Hospice, Pahrump is located at 1440 E. Calvada Blvd., Suite 1000A. For more information call (775) 751-6700.

Swenson Street hospice getting a new look

After two decades, the Nathan Adelson Hospice Swenson Street building is getting somewhat of a face-lift. This year, its exterior was painted, its courtyard is being redesigned and a strolling garden and memory path are being added.

On Oct. 25, local high school student Brad Keating organized a group of volunteers to paint the building's exterior in conjunction with the national Make a Difference Day and the hospice's 25th anniversary. Keating developed a personal connection to Nathan Adelson Hospice when both his grandfather and uncle were patients. Because of the care his loved ones received, he decided he wanted to give something back to the hospice.

After sending letters to local businesses, Keating secured the help of several companies and organizations that volunteered time, expertise, money and/or supplies. The painter's union provided local contractors, who, along with two- to three-person professional crews, handled the brunt of the painting.

Cox Communications contributed

money and volunteers; Lowe's Home Improvement Center donated supplies; and the Howard Hughes Corp. provided volunteers to help with the painting.

Landscaping helps enhance and maintain the hospice's peaceful and serene environment. With that in mind, special designs were created by Jack Zunino, landscape architect and president of J.W. Zunino & Associates, to renovate the hospice's interior courtyard and develop the strolling garden and memory path.

Incorporating a variety of plants, flowers, herbs and water features, the projects are being completed this year. Both landscape designs require low maintenance and are water efficient.

Together, Nathan Adelson Hospice staff and Zunino envisioned the courtyard and memory garden and path as places where patients, family, friends and visitors can enjoy a calm atmosphere and therapeutic time. To achieve this, Zunino also had to be sensitive to patients' needs.

For example, the scents of the plants had to be subtle and not overpowering, and plants without thorns were

selected. The colors of flowers are easy and soft, rather than bold and intense.

The courtyard will become a meditation garden, complete with a rock brook, waterfall, benches and gazebo. This area is popular because of its central location and enclosed walls that make it more secluded.

The courtyard provides patients, their visitors and hospice staff with a place to enjoy a quiet, soothing and appealing environment. The area also is used for hospice events.

The strolling garden and memory path are being created along the greenbelt located between the building's north patient rooms and the Flamingo Wash. There is direct access to this area from the private courtyards of the patients' rooms, making it easy for patients and their visitors to relax and mentally escape their pressures during a difficult time. The new garden area is also available to other hospice patients, visitors and staff. In addition to plants and flowers, the garden also includes benches, planter boxes, fountains and rock pathways.



PHOTO BY JIM DECKER

Nathan Adelson Hospice staff and J.W. Zunino & Associates envisioned the courtyard and memory garden and path as places where patients, family, friends and visitors can enjoy a calm atmosphere and therapeutic time.

► VOLUNTEERS: Training takes into account special needs of patients

CONTINUED FROM PAGE 6

patient care to spiritual support, said he's had many memorable and meaningful patient experiences, but it's the staff and volunteers that he enjoys the most.

"A more caring group would be hard to find," Sugden said.

He also now has three goddaughters as the result of one patient experience.

Volunteers assist with patient home care, long-term care, inpatient unit care, bereavement care, professional services and administrative services. Their work is coordinated through the hospice volunteer coordinator and communication with other team members, including social workers, case managers, nurses, chaplain, administrative and foundation staff and other support personnel.

"It's important for people to know that they can help our patients in a number of ways, even if they don't have specific medical skills," said Shari Diebold, Nathan Adelson Hospice volunteer coordinator. "For example, the simple act of talking with someone can effectively diminish anxiety."

Patient home care work consists of companionship, transportation assistance and running errands. A volunteer visiting the home of a patient

provides the opportunity for social contact and a break from routine.

"The volunteer is trained to listen and respond in the event a patient or family member wants to talk about his or her feelings," said Diebold. "This could be the single most important service that the volunteer can provide."

Some patients and families need assistance with shopping, going to doctors appointments and doing other errands. Volunteers also stay with patients during brief absences by caregivers who may need time for errands, a change of scenery or time alone.

The special needs of patients in nursing facilities, group homes and assisted living environments are taken into account during volunteer training and assignment.

"Patients suffering from the acute stages of illness and living away from a traditional home setting may have different religious, social and recreational needs so we try to match appropriate volunteers," explained Diebold.

Nathan Adelson's inpatient facilities on Swenson Street and Buffalo Drive provide other options for many volunteers. Together with hospice staff, volunteers provide practical and emotional support to patients and their families. These activities may include being available for conversation and

companionship such as sitting with the patient.

The hospice bereavement team is trained to recognize normal and abnormal grief and reaction. Volunteers assist with this effort by corresponding with bereaved families and maintaining telephone contact both for emotional support and reminders of upcoming events. Volunteers also participate in hospice bereavement programs such as co-facilitating support groups, coordinating the monthly memorial service and serving as a liaison between family needs and staff resources.

Volunteers, with the proper credentials, may choose to offer their professional skills and talents. Registered nurses, lawyers, dentists, hairdressers or licensed massage therapists may be referred to work directly with patients and their families to meet their various needs.

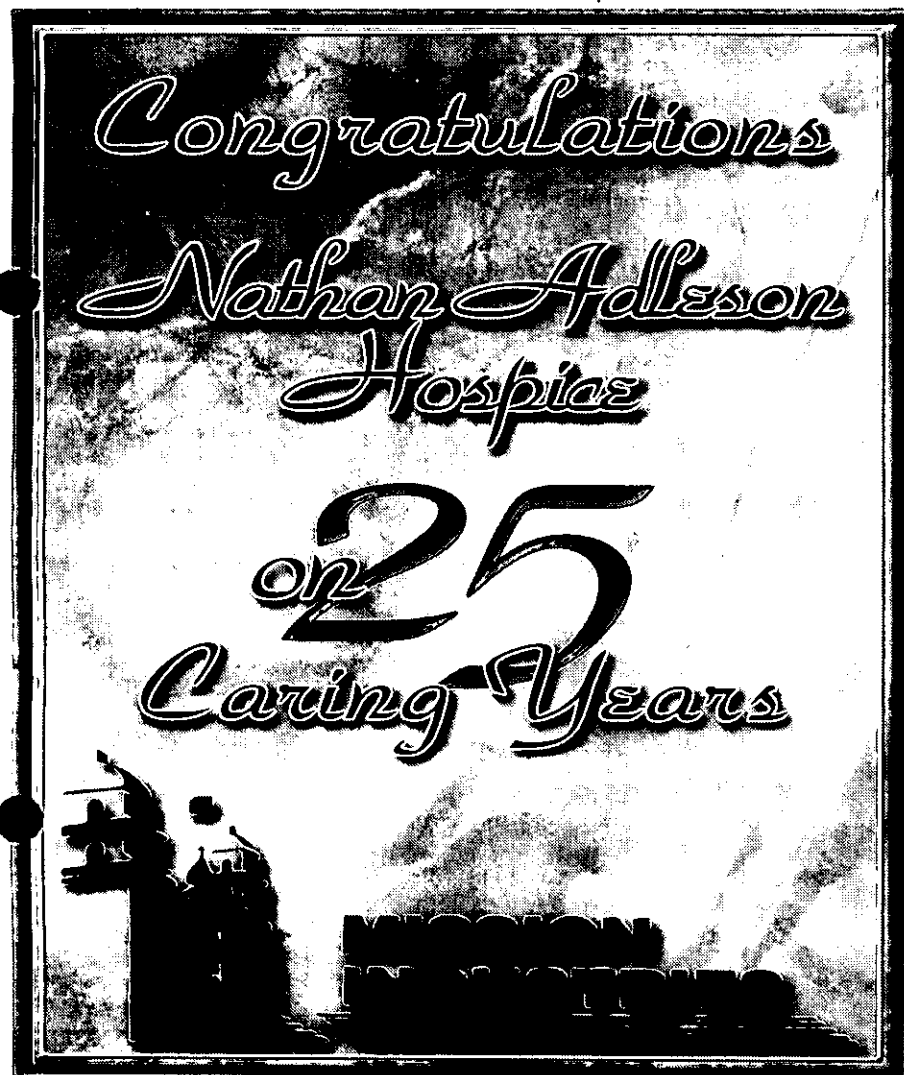
Ten-year volunteer Peggy Sanders, who is a vice president and treasury management sales officer with Wells Fargo Bank, has been able to apply her banking experience to assist family members coping with financial challenges following the death of a loved one, in addition to other hospice volunteer activities. Also, several musicians volunteer their time to play music for patients as part of the music therapy program.

There are other invaluable volunteer responsibilities that do not include direct patient involvement. Some volunteers provide office and clerical support, assist with publicity efforts and raising community awareness, and work in the Unique Boutique and Resale Shop, the hospice's consignment store, located near the University of Nevada, Las Vegas.

Mary Browder, a 23-year volunteer, now provides and sends out birthday cards to patients, staff and volunteers. She previously taught the new volunteer orientation class and facilitated the caregivers meeting.

To become a volunteer, an application form and volunteer agreement must be completed, and references, health records and a copy of a driver's license must be provided. Background checks are performed on all applicants.

Held several times each year, a 24-hour volunteer education course provides participants with the tools and resources needed to offer terminally ill patients and their families emotional and practical support. The course covers hospice services, ethics and advance directives, pain management, listening and communication skills, death and dying, spirituality, bereavement and general policies and procedures.



CONGRATULATIONS
TO
NATHAN ADELSON
HOSPICE
FOR 25 AMAZING AND
CARING YEARS IN
LAS VEGAS...
...working together
towards another 25!

Your partners in hope and in business.

C.D. Smith Company
Medical Supplies

Program provides care to ill children

Silk Butterfly created to meet needs of underserved

During the development of the Palliative Care Institute, the umbrella comfort care program for Nathan Adelson Hospice, staff discovered a segment of the population that was being underserved: terminally ill infants and children. The Silk Butterfly program was soon created to provide counseling, consultation and supportive services to children and their families in hospitals, nursing homes and specialized facilities.

Each year, approximately 53,000 American children and infants (from newborns to 19 years old) die of chronic conditions and traumatic injury. More than 200 of these children die in Southern Nevada.

The Silk Butterfly program is managed by the Palliative Care Institute, and is, therefore, not considered hospice care. Like all services offered by the Palliative Care Institute, Silk Butterfly is designed to meet the needs of area residents (in this case, children), who are critically ill, and who, for whatever reason, do not access hospice services.

The program is administered through a specially trained staff of counselors, nurses, physicians, volunteers, chaplains and social workers and provides education, emotional support/counseling services and therapies along with a wide range of supplies, at no cost to the families.

Through Silk Butterfly, nurses are available to visit families and answer questions, provide resource materials or further explain diagnosis. These education visits occur at the facility where the terminally ill child is being treated. Specific topics may include: discussion of feelings and emotions resulting from illness, understanding family dynamics surrounding the loss, coping, patient support, communications and helping siblings understand.

Emotional support and counseling services are available not only for terminally ill children, but also for anyone close to them such as parents, siblings, friends, neighbors, caregivers, classmates and teachers.

In addition to offering emotional support, Silk Butterfly volunteers will do errands and provide respite for caregivers (temporarily relieving caregivers of their duties so they can

► SEE PROGRAM PAGE 9

Commonly asked questions about hospice

Here are some of the questions most often asked about hospice. Because individual hospices can differ, you should contact your local hospice provider to find out about the program in your area.

When should a decision about entering a hospice program be made — and who should make it?

At any time during a life-limiting illness, it's appropriate to discuss all of a patient's care options, including hospice. By law the decision belongs to the patient. Understandably, most people are uncomfortable with the idea of stopping an all-out effort to "beat" their disease. Hospice staff members are highly sensitive to these concerns and are always available to discuss them with the patient, family and physician.

Should I wait for our physician to raise the possibility of hospice, or should I raise it first?

The patient and family should feel free to discuss hospice care at any time with their physician, other health-care professionals, clergy or friends.

What if our physician doesn't know about hospice?

Most physicians know about hospice. If your physician wants more information, it is available from the American Academy of Hospice and Palliative Medicine, medical societies, state hospice organizations, local hospices, or the National Hospice and Palliative Care Organization Helpline, (800) 658-8898. Additional information on hospice can be obtained from the American Cancer Society, AARP and the Social Security Administration.

Can a hospice patient who shows signs of recovery be returned to regular medical treatment?

Certainly. If improvement in the condition occurs and the disease seems to be in remission, the patient can be discharged from the hospice and return to aggressive therapy or go on about his or her daily life. If a discharged patient should later need to return to hospice care, Medicare and most private insurance will allow additional coverage for this purpose.

What does the hospice admission process involve?

One of the first things hospice will do is contact the patient's physician to make sure he or she agrees that hospice care is appropriate for the patient at this time. (Hospices may have medical staff available to help patients who have no physician.) The patient will also be asked to sign consent and insurance forms. These are similar to the forms patients sign when they enter a hospital.

The so-called "hospice election form" says that the patient understands that the care is palliative (that is, aimed at pain relief and symptom control) rather than curative. It also outlines the services available. The form Medicare patients sign also tells how electing the Medicare hospice benefit affects other Medicare cover-

age for a terminal illness.

Is there any special equipment or changes I have to make in my home before hospice care begins?

Your hospice provider will assess your needs, recommend any necessary equipment and help make arrangements to obtain it. Often, the need for equipment is minimal at first and increases as the disease progresses.

In general, hospice will assist in any way it can to make home care as convenient, clean and safe as possible.

How many family members or friends does it take to care for a patient at home?

There is no set number. One of the first things a hospice team will do is prepare an individualized care plan that will, among other things, address the amount of caregiving a patient needs. Hospice staff visits regularly and is always accessible to answer questions and provide support.

Must someone be with the patient at all times?

In the early weeks of care, it's usually not necessary for someone to be with the patient all the time. Later, however, since one of the most common fears of patients is the fear of dying alone, hospice generally recommends someone be there continuously.

While family and friends must be relied on to give most of the care, hospices do provide volunteers to assist with errands and to provide a break and time away for major caregivers.

How difficult is caring for a dying loved one at home?

It's never easy and sometimes can be quite hard. At the end of a long, progressive illness, nights especially can be very long, lonely and scary. So, hospices have staff available around the clock to consult with the family and to make night visits as appropriate.

What specific assistance does hospice provide home-based patients?

Hospice patients are cared for by a team of doctors, nurses, social workers, counselors, home health aides, clergy, therapists and volunteers — and each provides assistance based on his or her area of expertise. In addition, hospices help provide medications, supplies, equipment, hospital services and additional helpers in the home, as appropriate.

Does hospice do anything to make death come sooner?

Hospices do nothing either to speed up or to slow down the dying process. Just as doctors and midwives lend support and expertise during the time of childbirth, so hospice provides its presence and specialized knowledge during the dying process.

Is the home the only place hospice care can be delivered?

No. Although most hospice services are delivered in a personal residence, some patients live in nursing homes or hospice centers.

How does hospice "manage pain"?

Hospice nurses and doctors are up-to-date on the latest medications and devices for pain and symptom relief.

In addition, physical and occupational therapists assist patients to be as mobile and self-sufficient as possible, and they are often joined by specialists schooled in music therapy, art therapy, diet counseling and other therapies.

Hospice believes that emotional and spiritual pain are just as real and in need of attention as physical pain, so it also addresses these. Counselors, including clergy, are available to assist family members as well as patients.

What is hospice's success rate in battling pain?

Very high. Using some combination of medications, counseling and therapies, most patients can attain a level of comfort that is acceptable to them.

Will medications prevent the patient from being able to talk or know what's happening?

Usually not. It is the goal of hospice to help patients be as comfortable and alert as they desire. By constantly consulting with the patient, hospices have been very successful in reaching this goal.

Is hospice affiliated with any religious organization?

Hospice care is not an offshoot of any religion. While some religious organizations have started hospices (sometimes in connection with their hospitals), these hospices serve a broad community and do not require patients to adhere to any particular set of beliefs.

Is hospice care covered by insurance?

Hospice coverage is widely available. It is provided by Medicare nationwide, by Medicaid in some 42 states and by most private health insurance policies. To be sure of coverage, families should, of course, check with their employer or health insurance provider.

If the patient is not covered by Medicare or any other health insurance, will hospice still provide care?

The first thing hospice will do is assist families in finding out whether the patient is eligible for any coverage they may not be aware of. Barring this, most hospices will provide care for those who cannot pay, using money raised from the community or from memorial or foundation gifts.

Does hospice provide any help to the family after the patient dies?

Hospice provides continuing contact and support for family and friends for at least one year following the death of a loved one. Most hospices also sponsor bereavement and support groups for anyone in the community who has experienced the death of a family member, a friend or a loved one.

If the patient is eligible for Medicare, will there be any additional expenses to be paid?

Medicare covers all services and supplies related to the terminal illness for the hospice patient. In some hospices, the patient may be required to pay a 5 percent or \$5 "co-payment" on medication and a 5 percent co-payment with respite care.

▷ PROGRAM: Artistic expression is an important component

CONTINUED FROM PAGE 8

ive personal time, can do their own errands, rest, etc.). Volunteers also are on hand to lessen demands on caregivers by playing with siblings.

The Silk Butterfly program offers an array of therapies and resources available to ease children's pain and allow for emotional healing. Depending on the facility where the child is located, arrangements can be made for pet therapy (visits with specially trained animals), aromatherapy (pot-pourri pots by bedside), water therapy (portable waterfalls) and/or massage therapy.

Artistic expression is an important component of the Silk Butterfly program. Arrangements can be made for various art projects to be brought to the child's room. For example, both and trays (the size of a breakfast tray) and portable sand boxes (3 by 2 feet) come with miniature objects to help facilitate artistic expression.

Body tracing is another innovative method counselors employ. Counselors trace the patients' life-size silhouettes on giant butcher-block paper. Children are encouraged to fill in their tracing with illustrations of how they feel on the inside.

The counselor then discusses these feelings and emotions with the

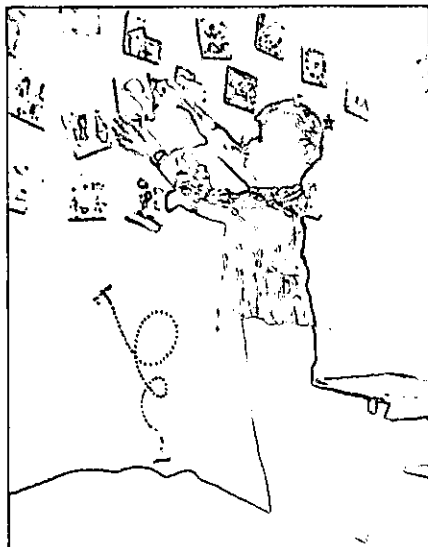


PHOTO BY JIM DECKER

Karen Goodsell, a palliative care educator, adjusts a tile that one of the children made.

children, addressing not only how they feel inside but also how they perceive themselves from the outside. The process is repeated several weeks later after regular counseling has occurred.

Additionally, children may participate in the Cocoon Project, the result of a partnership with All Fired Up, a local pottery shop. The project enables

children to paint a 6-by-6-inch tile to express themselves. The tile is taken to be fired and then displayed on the wall in a special children's room in the hospice-affiliated Walter L. Schwartz Center for Compassionate Care.

Tiles also are sold to raise funds for the Silk Butterfly program. A \$40 donation makes it possible for a child to participate in the Cocoon Project whenever he or she wants. If a child is incapacitated and unable to visit the center to paint a tile, the child's hand or footprint is taken by a staff member and used in place of an illustration.

Counselors also have developed some unique tools to help both parents and children cope with death. Age appropriate memory boxes are provided to parents enabling them to encapsulate the life of their child.

Boxes may contain blankets, stuffed animals, photographs, a lock of hair and other mementos of personal significance. Parents may bury the memory box with their child or keep it as a memorial. All boxes contain a counselor's card for immediate or future use.

Sibling Sacks are large denim bags filled with various materials that are provided for siblings of terminally ill children, at no charge. Typically, children who are hospitalized receive all of their parents' attention. Sibling Sacks are given to brothers and sisters

to make them feel important, too. The bags may contain toys, games, puzzles, books, playing cards and other items, depending on the age of the recipient.

Many children who require end-of-life care suffer from skin breakdown. To combat this condition, the Silk Butterfly program provides these children with special "positioning pillows."

Each pillow shape promotes a different position, allowing the individual to shift points of pressure and bodily contact, thus reducing skin breakdown. These pillows come in various shapes, sizes and colors.

Silk Butterfly provides participants with a wide variety of pediatric supplies at no cost to the families or patients. To help keep children entertained, the program has a music and video library, books on children's loss, playing cards and board games, age-appropriate hospital gowns and butterfly quilts, crocheted baby hats, butterfly mobiles and journals.

The Silk Butterfly program is not able to bill insurance companies for its services because participating children are already receiving care in other facilities that are already being billed. Funding for the program is provided exclusively by donations and fund-raisers. For information or donations, call 796-3167.

St. Rose Dominican Hospitals

applauds the staff and volunteers of Nathan Adelson Hospice for 25 years of care.

Technology Mends. Compassion Heals.

702.616.5000

www.strosecares.com

Rose de Lima Campus
102 East Lake Mead Drive
Henderson, Nevada 89015

Siena Campus
3001 St. Rose Parkway
Henderson, Nevada 89052



St. Rose Dominican Hospitals
CHW

Hunterton & Associates

thanks the Nathan Adelson Hospice for twenty-five years of loving service.

C. Stanley Hunterton
Samuel B. Benham
Pamela R. Lawson
Terry John Care

Center offers unique, innovative programs

Counseling, information, consultation, training and support are some of the services available

Throughout its 25-year history, Nathan Adelson Hospice has broken new ground with its innovative programming. As a result it has become a model for other hospices around the country.

Nathan Adelson's position as an innovator continues with the Center for Compassionate Care which expands services into some nontraditional arenas to meet the community's growing needs.

"As the recognized experts in end-of-life care, grief and loss support and education, we have received numerous requests over the years to provide services to people who are not seeking 'hospice' services, but need information, consultation, training, supportive services and counseling," said Gary Gardia, vice president of the Center for Compassionate Care. "In response, we have developed exciting new programs to meet these needs."

The Center for Compassionate Care is actually the umbrella organization for several separate programs, which include The Compassionate Care Counseling Center; The Palliative Care Institute; the National Center for Training, Research and Development; and the Speaker's Bureau.

Compassionate Care Counseling Center

Housed in the new Walter L. Schwartz Center for Compassionate Care building, next to the Swenson Street inpatient facility, the counseling center provides:

- Counseling for individuals, couples and families
- Support groups and educational programs for children and teens suffering from grief, loss and divorce
- Families in Focus program for

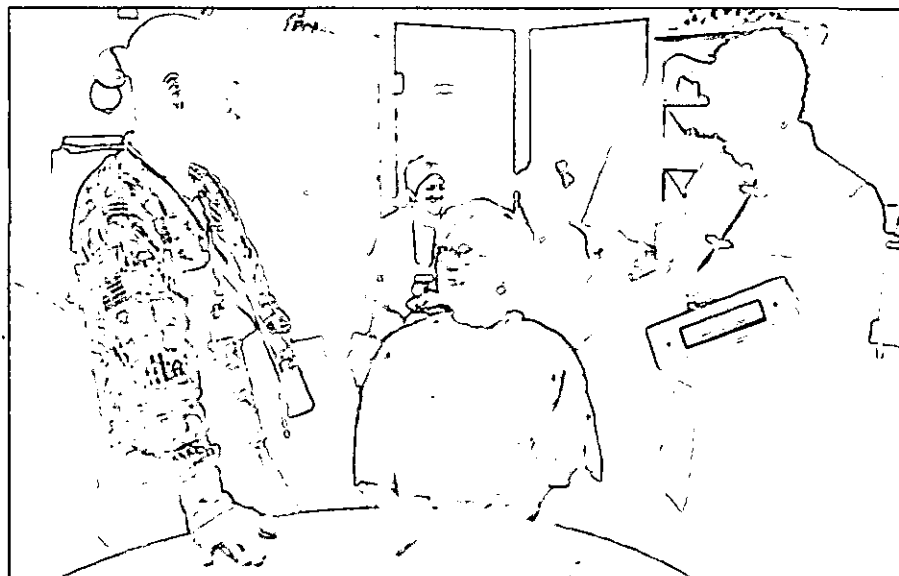


PHOTO BY JIM DECKER

Nathan Adelson Hospice staff talk to a patient in one of the quads at the Swenson Street inpatient facility.

families following the death of a loved one

- Families in Focus program for the family, friends and loved ones of breast cancer survivors

- Crisis intervention counseling and support for businesses following a death in the workplace, layoffs and downsizing, and traumatic events such as 9/11

- Counseling and support groups for the chronically and seriously ill

- Education, workshops, seminars and retreats regarding team building, effective communications, grief and loss.

The Palliative Care Institute

Palliative care is comfort care.

"While hospice focuses on providing palliative care to its patients, we have recognized that many people in the community can benefit from our knowledge, skills and expertise," said Gardia. "For example, many children die in hospitals following an intensive course of treatment or disease complications, while other patients struggle

with pain and symptoms related to chronic conditions.

"Many patients come to the realization they are dying too late to be transferred from the hospital. With the Palliative Care Institute, we've developed a menu of programs and services to support people in these types of situations."

The institute's programs include:

- The Silk Butterfly program provides counseling, consultation and supportive services to children, who are dying in hospitals, their families and hospital personnel.

- Hospice in the Hospital is a program that allows hospitalized patients to receive hospice services in addition to the care they receive in that facility.

- Education and consultation are available to the health-care community regarding end-of-life care, pain and symptom management.

- Education and consultation are available to the public regarding end-of-life care, grief and loss, crisis intervention and other issues.

National Center for Training, Research and Development

The National Center for Training, Research and Development has been designed to look at better ways of caring for the dying and the bereaved, and to designate the Nathan Adelson Hospice as a "Center for Excellence," locally and nationally. Programs include:

- Road Show — traveling education to hospices, hospitals, health-care organizations and businesses around the country;

- Board, management and leadership retreats;

- Workshops held in Las Vegas for national audiences;

- Research to advance end-of-life care;

- Product catalog making educational resources available.

Speakers Bureau

The Center for Compassionate Care's Speakers Bureau consists of knowledgeable and skilled educators trained to provide informative presentations. A long list of topics can be tailored to meet the needs of most businesses, groups, organizations and agencies. Some topics include:

- About Hospice and Compassionate End-of-Life Care,

- Understanding Grief and Loss,

- Communication Skills/Active Listening,

- Care for Caregivers,

- Caring for the Chronically or Terminally Ill,

- Ethical Issues and Dilemmas,

- Children/Teens and Grief,

- Spirituality and Caring,

- Crisis Intervention and Support,

- Volunteering: The Most Rewarding Thing You Can Ever Do,

- What if Your Time Is Limited?

- Finding Passion for Living,

- Let's Talk About the "D" Word: A Personal Exploration into Dying and Death.

For further information on any of these programs, call 796-3166 or visit www.nah.org.

Golden Monarch raises funds, awareness for programs

As the only nonprofit hospice in Southern Nevada, Nathan Adelson Hospice relies heavily on donations to maintain the quality care and compassionate support it has provided to the terminally ill and their loved ones for the past 25 years. Helping the hospice achieve this goal is the Golden Monarch Council, a group of dedicated professionals from diverse fields in the Las Vegas community, who, in 1998, joined together to support the hospice.

In addition to financially supporting various hospice programs, the council educates the public about hospice care and provides a networking vehicle for professionals who enjoy giving back to

their neighbors and community.

According to Golden Monarch president Peggy Sanders, the council chose to support the hospice's Families In Focus program for its initial efforts because it provides group counseling for families who have lost a loved one.

"Families in Focus provided the opportunity for children to voice their thoughts as well as adults and enabled families to hear the concerns of their younger members," Sanders said.

During 1998 and 1999, the council held afternoon teas to raise money for the program, which soon was able to secure funding elsewhere. In 2000, Golden Monarch members redirected

their efforts to support the Silk Butterfly program, which provides education and counseling for terminally ill children and their families, as well as those grieving the death of a child. In 2002, the council further expanded its fund raising to benefit all pediatric services provided by the hospice.

The council also revamped its fund-raising tactics. The annual afternoon tea was replaced with an evening wine tasting event and silent auction. For the past four years, the council has organized the event, which has been increasingly more successful. This year's event raised approximately \$25,000.

Although, at present, membership of the Golden Monarch Council is entirely female, Sanders said anyone who wants to join the organization is welcome.

"You just have to have a love of hospice and children and the ability to ask for donations," she said.

Attendance at one of the council's monthly meetings is all that is required to join. Meetings are held the fourth Thursday of each month at 11:30 a.m. at the Nathan Adelson affiliated Walter L. Schwartz Center for Compassionate Care building, located at 4131 Swenson St. For more information, call 796-3133.

Community can contribute in several ways

Nathan Adelson Hospice depends on the help and generosity of individuals and corporate partners to ensure that quality care and compassionate support are always available to medically appropriate patients, regardless of access to insurance or ability to pay.

Last year, it cost \$1 million to underwrite the cost of patient care and services, which are provided at no charge to terminally ill indigent patients and their families. Fund raising can be a daunting task, but there are several ways the community can contribute to hospice programs so patients can live their final days in comfort. Donation options include commemorative gifts, monetary donations, planned gifts or in-kind donations as well as volunteer hours. Some specific programs are:

• The Walk of Memories is a pathway of engraved bricks that meanders around the front of the Swenson inpatient facility. Though the path is mainly gravel now, bricks can be purchased and personally engraved to pave the way as a lasting way to remember loved ones, honor friends, say thank you and celebrate life. Bricks are either 4 by 8 inches or 8 by 8 inches and



cost \$250 and \$500, respectively.

• The Nathan Adelson Hospice Unique Boutique and Resale Shop is a consignment shop that offers furniture, clothing, shoes, books, small appliances, toys and other items. Located at 4700 S. Maryland Parkway, behind Rebel Books, the boutique is open Mondays from 10 a.m. to 2 p.m. and Tuesday through Saturday from 9 a.m. to 6 p.m.

• At both the hospice's Buffalo Drive and Swenson Street facilities, there are a variety of items for sale. Priced from \$5 to \$30, some of these items include cookbooks, butterfly ornaments, ceramic angels, sun catchers, ornamental pins and worry boxes.

• Nathan Adelson Hospice Circles of Honor provide another way to memorialize a loved one. Four different sizes of brass circles can be purchased and engraved with a personal message. Priced from \$1,000 to \$5,000, the Circles of Honor hang in the hallway of the hospice facilities.

For information on the Walk of Memories, the gift shop items and the Circles of Honor, call 796-3133. For information on the Unique Boutique and Resale Shop, call 967-2541.



PHOTOS BY JIM DECKER

The butterflies on the Gifts of Love wall, left, represent a gift in honor or memory of a loved one. Judith Hatin, above, vice president of foundation and fund development for the Nathan Adelson Hospice, holds a memorial brick for the Walk of Memories pathway.

Many birds call Nathan Adelson Hospice home

The whimsical chirping of birds has become part of the daily routine at Nathan Adelson Hospice's Swenson inpatient facility. Almost 100 feathered residents are housed in an aviary in the interior of the building and have become an integral part of hospice life for patients, staff and visitors.

The first birds arrived after their owner passed away at the hospice. Subsequently other birds have been bequeathed or donated. Now there are about 75 parakeets, six lovebirds, eight bokeets, three finches and two red-eyed doves.

With all the birds, the aviary uses many birdhouses. There are 14 of them in varying shapes and sizes, all of which have been made or donated by hospice patients, family members or supporters. A fountain within the aviary was donated by Palm Mortuary, and many people continue to donate birdseed.

"The birds have become part of our hospice family as we watch them through their cycle of life," says Judith Hatin, Nathan Adelson Hospice vice president of foundation and fund development.

Support available for loss of pet

The loss of a pet is often a child's first experience with death, with many children struggling to understand and express the powerful emotions behind their grief. Adults also find pet loss difficult because of the attachment and companionship developed over the life of the relationship.

Recognizing that any loss, including pet loss, is a powerful experience that can cause an immense amount of pain, confusion and sometimes guilt, the Walter L. Schwartz Center for Compassionate Care, an affiliate of Nathan Adelson Hospice, developed Paws for Peace in September 2002. The program parallels other hospice programs that are committed not only to helping those who are dying, but also those who are grieving the loss of a loved one.

"Pets have a unique bond with people, as pets provide unconditional love and affection," said Karen Goodsell, RN, BSN, palliative care educator at Nathan Adelson Hospice. "The loss of a pet can be so profound because of the close attachments we have to them. Pets are part of our families and, sometimes, the only family one might have."

Goodsell added that Paws for Peace counselors acknowledge all creatures as cherished and beloved pets.

"The loss of a hamster is treated just

as seriously as the loss of the family dog," Goodsell said.

The Paws for Peace program seeks to ease the loss of a pet by suggesting books and/or referring individuals to a counselor who is specially trained to help cope with such a loss. Southern Nevada residents of all ages may participate in the program. Goodsell said the program is particularly useful for parents trying to explain the loss of a beloved family pet to their child.

The decision to put a pet to sleep also can cause much anguish. In addition to book recommendations and counseling sessions, pet owners can arrange for a Paws for Peace counselor to be present at local veterinary offices at the time of euthanasia. The support of a trained counselor can help with feelings of guilt, anger and confusion that pet owners often struggle with.

Some recommended books include: "The Tenth Good Thing About Barney" by Judith Viorst, "A Special Place for Charlee" by Debby Morehead, "I'll Always Love You" by Hans Wilhelm, and "Cat Heaven and Dog Heaven" by Cynthia Rylant.

For more information about Paws for Peace, other Walter L. Schwartz Center for Compassionate Care programs or to make a donation, call 796-3167.

*Congratulations
to the staff and volunteers
of
Nathan Adelson Hospice
on your
25th Anniversary
from your friends at*

Delmar Gardens
OF GREEN VALLEY
NURSING AND REHABILITATION CENTER

100 DELMAR GARDENS DRIVE ♦ HENDERSON, NV 89074
702/361-6111



A time to laugh, a time to cry,
a time to live, a time for...



NATHAN ADELSON HOSPICE

Southern Nevada's only nonprofit hospice

Celebrating 25 years of excellence

733-0320 • nah.org

NATHAN ADELSON HOSPICE
3201 S. Maryland Parkway
Suite 330
Las Vegas, NV. 89109
733-0320



NATHAN ADELSON HOSPICE is a program of living, it is personalized, palliative care for the terminally ill and their families when cure is no longer the goal. The multi-disciplinary team of doctors, nurses, social workers, clergy and volunteers will assist the patient/family unit to live the fullest measure of life possible in the comfort of their home and with the support and care of their families and friends. Hospice services will be available 24 hours a day, seven days a week, and will be designed according to the needs of the patient and family.

HOSPICE SERVICES INCLUDE:

Medical Consultation: The Hospice Medical Director will consult regarding pain and symptom control when the primary physician requests.

Nursing Assessment: The Hospice R.N. will make the initial home visit to identify the primary needs and service coordination.

Medical Social Work Evaluation: The Social Worker will evaluate the patient/family unit for counseling needs, financial and insurance assessments and referral services.

Clergy Support: The Hospice clergy will assist the patient/family unit with their religious and emotional needs and provide bereavement follow-up for the families as long as one year after the death.

Volunteer Services: A group of well trained, caring volunteers provide supportive services to the patient and family such as respite care, running errands, household chores, telephoning, etc.

ADMISSION CRITERIA:

- The patient has a confirmed diagnosis of terminal cancer with life expectancy of approximately six months.
- The patient resides in Clark County.
- The patient has been informed of the diagnosis and has relinquished curative therapy.
- The patient and family or competent caregiver desire Hospice Home Care.
- The patient, family and physician understand the philosophy and scope of service provided by Hospice Home Care.

PAYMENT:

The cost of Hospice care are the responsibility of the patient and family. The Nathan Adelson Hospice Home Care Program is eligible for some reimbursement from Medicare, Title XIX or private insurance where such benefits are available. Hospice care will never be denied on the basis of payment source.

For further information regarding Hospice care, please call 733-0320.

CONTENTS OF PACKET

Telegram of Support from Commissioner Dondero

Letter of Request to Regents

Las Vegas SUN Article Regarding Governor Bob List
Signing Hospice Legislation

Letter of Support from Senator Laxalt

Letter of Support from Senator Cannon

Letter of Support from Congressman Santini

Letter of Support from Dr. Owen Peck, Associate Dean,
Medical Department, University of Nevada-Reno

Nathan Adelson Hospice Brochure

Nathan Adelson Hospice Information Card

Telegram - From County Commissioner Dondero

Because I will be in Washington, D.C., I will be unable to attend the scheduled hospice presentation to the University of Nevada Board of Regents. I would like to have spoken in behalf of the Hospice.

I serve on the boards of both the Nathan Adelson Hospice and the Clark County Health District and am quite familiar with both programs.

I am pleased to report that the two hospice programs are working together as a positive community team.

I heartily endorse the request by the Board of Trustees of the Nathan Adelson Hospice to locate this vital community service on the UNLV campus.

I sincerely believe that the Nathan Adelson Hospice is a fine and extremely important addition to the community with significant educational value for the University program.

LAS VEGAS SUN 7-24-79



Nate Adelson Hospice Ceremony

Gov. Bob List presents a copy of legislation authorizing creation of a hospice medical facility to Merv Adelson, left, and Irwin Molasky. The hospice bill, passed by the 1979 Legislature, allows establishment of a hospice — a unique concept in medical care is devoted to meeting the needs

of the terminally ill and their families. Adelson and Molasky are heading a committee to create Nevada's first hospice, the Nate Adelson Memorial Hospice, dedicated to Merv Adelson's father and one of the founders of Sunrise Hospital.

PAUL LAXALT
NEVADA

COMMITTEE ON APPROPRIATIONS
COMMITTEE ON JUDICIARY

United States Senate

WASHINGTON, D.C. 20510

January 7, 1981

WASHINGTON OFFICE:
315 RUSSELL OFFICE BUILDING
(202) 224-3542

CARSON CITY OFFICE:
705 NORTH PLAZA STREET
(702) 883-1930

LAS VEGAS OFFICE:
300 LAS VEGAS BLVD., SOUTH
(702) 365-6547


RENO OFFICE:
300 EIGHTH STREET
(702) 784-5568

Dear Mr. Nygren:

The concept of hospice health care is one which I know is gaining rapid acceptance in the health care field.

The Nathan Adelson Hospice is supported by a broad range of the Nevada community who see a real need for this kind of care within the state. I add my support for the construction of this facility and ask for your careful consideration of the Adelson Hospice proposal.

Sincerely,


PAUL LAXALT
U.S. Senator

PL:hsf

Mr. Myrl Nygren, Administrator
Department of Human Resources
Office of Health Planning & Resources
Room 605, Kinkead Building
505 East King Street
Carson City, Nevada 89710

bcc Ernest W. Libman ✓

United States Senate

WASHINGTON, D.C. 20510

January 14, 1981

Mr. Myrl Nygren
Administrator
Office of Health Planning & Resources
505 East King Street, Room 605
Carson City, Nevada 89710

Dear Mr. Libman:

Ernest W. Libman, Administrator of the Nathan Adelson Hospice, has notified me of his group's efforts to build a hospice facility in Las Vegas.

I have been informed that the home health component of the Nathan Adelson Hospice has been providing in-home hospice care since May, 1980, meeting the needs of about forty terminally ill cancer patients and their families. While the hospice officials recognize that, in most cases, home care is the most desirable, they believe that a free-standing hospice facility with a home-like atmosphere is the best alternative when care at home is no longer possible.

This proposal certainly appears meritorious and deserving of your most careful consideration. The concept of hospice care is very worthwhile and humanitarian, and I am glad to learn of this particular, important initiative in the Las Vegas Community.

With best wishes, I am

Sincerely,

HOWARD W. CANNON

HWC:be:ns
cc: Ernest W. Libman

1007

WASHINGTON OFFICE
NATHAN HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
TELEPHONE (202) 225-5965

DISTRICT OFFICES
SUITE 4-620 FEDERAL BUILDING
200 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 385-6575
SUITE 2024 FEDERAL BUILDING
300 SOUTH STREET
RENO, NEVADA 89502
TELEPHONE (702) 784-5657

Congress of the United States
House of Representatives
Washington, D.C. 20515

January 5, 1981

Myrl Nygren, Administrator
Department of Human Resources
Office of Health Planning
and Resources
Room 605, Kinkead Building
505 E. King Street
Carson City, Nevada 89710

Dear Ms. Nygren:

It has come to my attention that the Nathan Adelson Hospice has applied for a letter of approval to build a hospice facility in Las Vegas. I wish to add my wholehearted support to this project.

Although there are two home health programs in Southern Nevada, presently there exist no hospices in the Las Vegas area. The proposed hospice, with twenty units similar to studio apartments, will provide a home-like atmosphere for the terminally ill. Under present conditions, once home care is no longer feasible, the only alternative is a hospital, which is not only more expensive but is detrimental to the psychological well-being of the patient.

The funds for construction of the Hospice are being raised through private donations. It is my understanding that supporters are well on their way to reaching the goal of three million dollars. The Hospice hopes to be licensed as a Hospital of Necessity so that it will be eligible for some Medicare funds, once the facility is operational.

The Hospice should become an important component of the entire health care delivery system. It is a creative way to assist individuals at an extremely difficult and sensitive time in their lives. I hope you will act favorably on the Hospice's request.

Sincerely,

JAMES D. SANTINI
Member of Congress

JDS:ng

INTERIOR AND RELATED AFFAIRS
SUBCOMMITTEES
OVERSEAS
PUBLIC LANDS
MINERAL AND ENERGY
INTERSTATE AND FOREIGN COMMERCE
SUBCOMMITTEES
TRANSPORTATION AND COMMUNICATIONS
OVERSIGHT AND INVESTIGATIONS
JUDICIARY
SUBCOMMITTEES
COURTS AND CIVIL LIBERTIES
SELECT COMMITTEE ON AGING
SUBCOMMITTEES
HEARING AND CONSUMER AFFAIRS



SCHOOL OF MEDICINE
OFFICE OF STUDENT AFFAIRS AND ADMISSIONS
MANVILLE BUILDING
RENO, NEVADA 89557
(702) 784-6607

December 24, 1980

Myrl Nygren, Administrator
Department of Human Resources
Office of Health Planning & Resources
Room 605, Kinkead Bldg.
505 E. King Street
Carson City, NV 89710

Dear Ms. Nygren:

I would like to give my support for the Nathan Adelson Hospice to build a hospice facility in Las Vegas. The late Nathan Adelson developed cancer of the stomach and even though he was part owner of an acute care hospital he could not receive the care needed in the last few months of his life. His family and friends have dedicated themselves to establishing a hospice in the Las Vegas area caring for the terminally ill.

I have been closely connected with the Nathan Adelson Hospice and I am convinced they will have one of the finest programs in the country. They are willing to make available an educational program to our medical and nursing students. I'm sure with this type of real experience for students that they will have a better understanding of how to care for the dying patient.

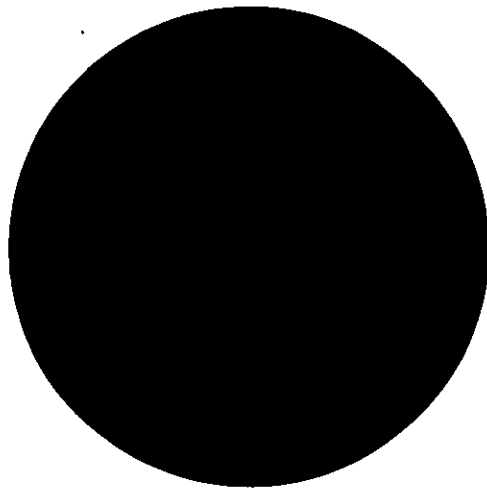
Again, I do hope you approve the building of a hospice facility as I think it will be a real benefit to the citizens of Las Vegas and the surrounding areas.

Sincerely,

Owen C. Peck, M.D.
Associate Dean for Student Affairs
Director, Continuing Medical Education
Professor of Medicine

OCP:jb

cc: Ernest W. Libman, Administrator
Sunrise Hospital, Las Vegas



BOARD OF DIRECTORS

MERV ADELSON
PEARL ADELSON
RENNY ASHLEMAN
DONALD H. BAEPLER
AL BENEDICT
ELI BOYER, C.P.A.
DAVID BRANDSNESS
SHARON BRANDSNESS
IRWIN BUCHALTER
ANTHONY CARTER, M.D.
DON DIGILIO
THALIA DONDERO
LOVEE DUBOEF
HAROLD ERICKSON
HANK GREENSPUN
JIM JOYCE
CHARLES KILDUFF, M.D.
SAMUEL LIONEL
JEROME MACK
IRWIN MOLASKY
SUSAN MOLASKY
MICHAEL O'CALLAGHAN
OWEN PECK, M.D.
LEE RICH
ALLARD ROEN
WILLIS RUSSELL, M.D.
ART SMITH
WILLIAM K. STEPHAN, M.D.
MURIEL STEVENS
KENNETH J. SULLIVAN, JR.
E. PARRY THOMAS
RICHARD THOMAS
DAVID ZENOFF

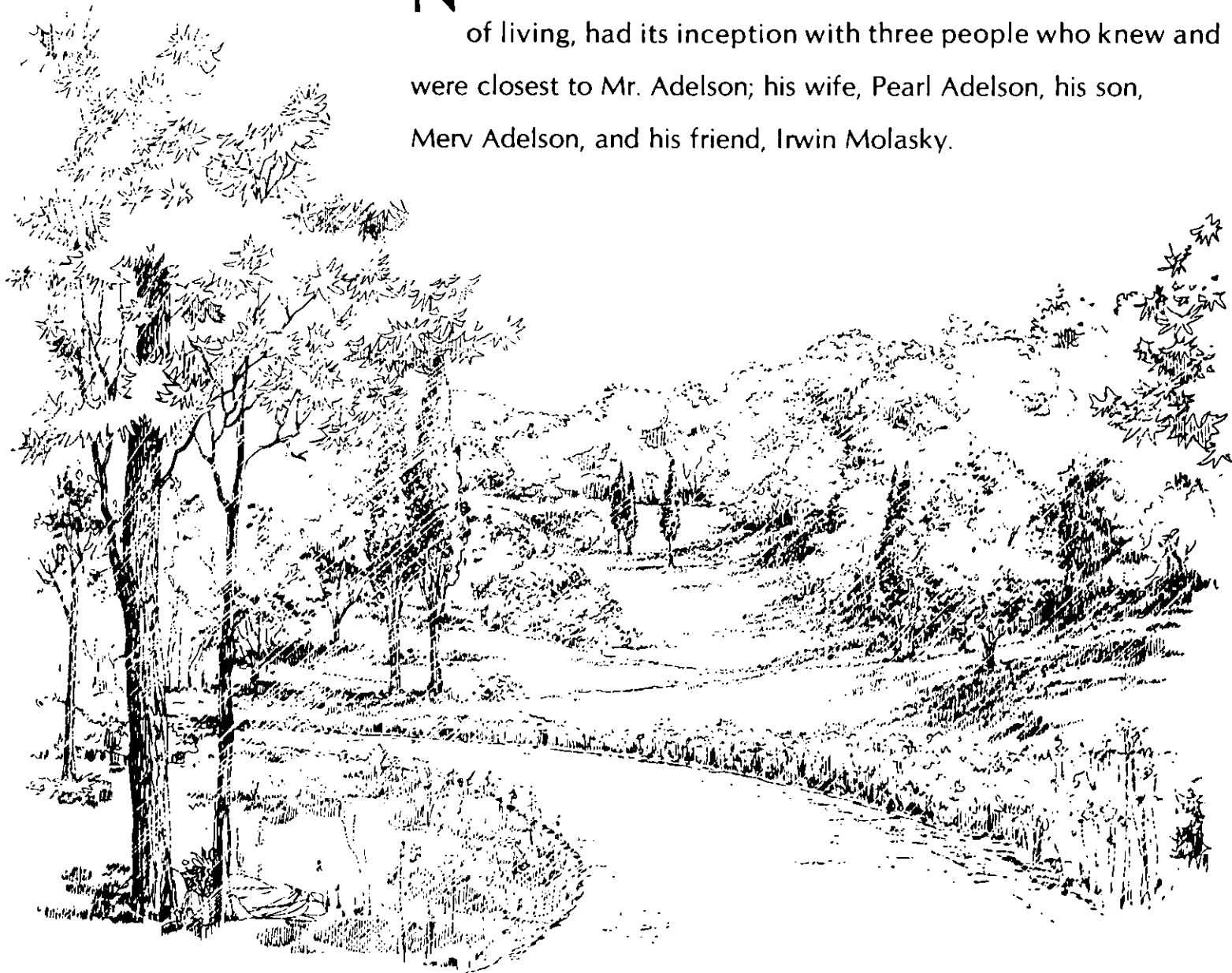




Nathan Adelson
1905-1978

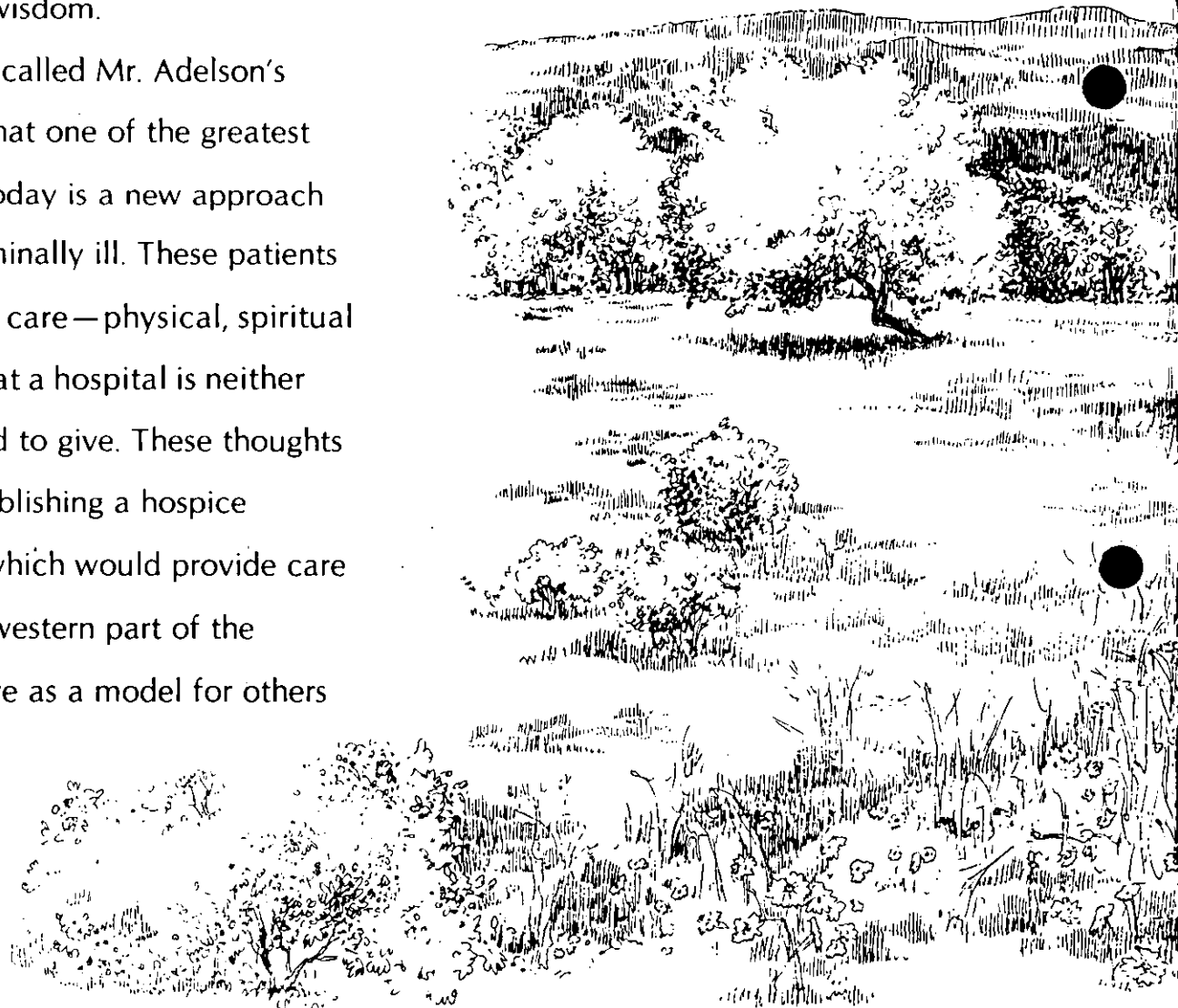
The Nathan Adelson Hospice Las Vegas, Nevada

Nathan Adelson Hospice, an innovative, nontraditional program of living, had its inception with three people who knew and were closest to Mr. Adelson; his wife, Pearl Adelson, his son, Merv Adelson, and his friend, Irwin Molasky.



After the death of Nathan Adelson, his family and friends carefully contemplated a fitting and appropriate memorial to his memory, stature and wisdom.

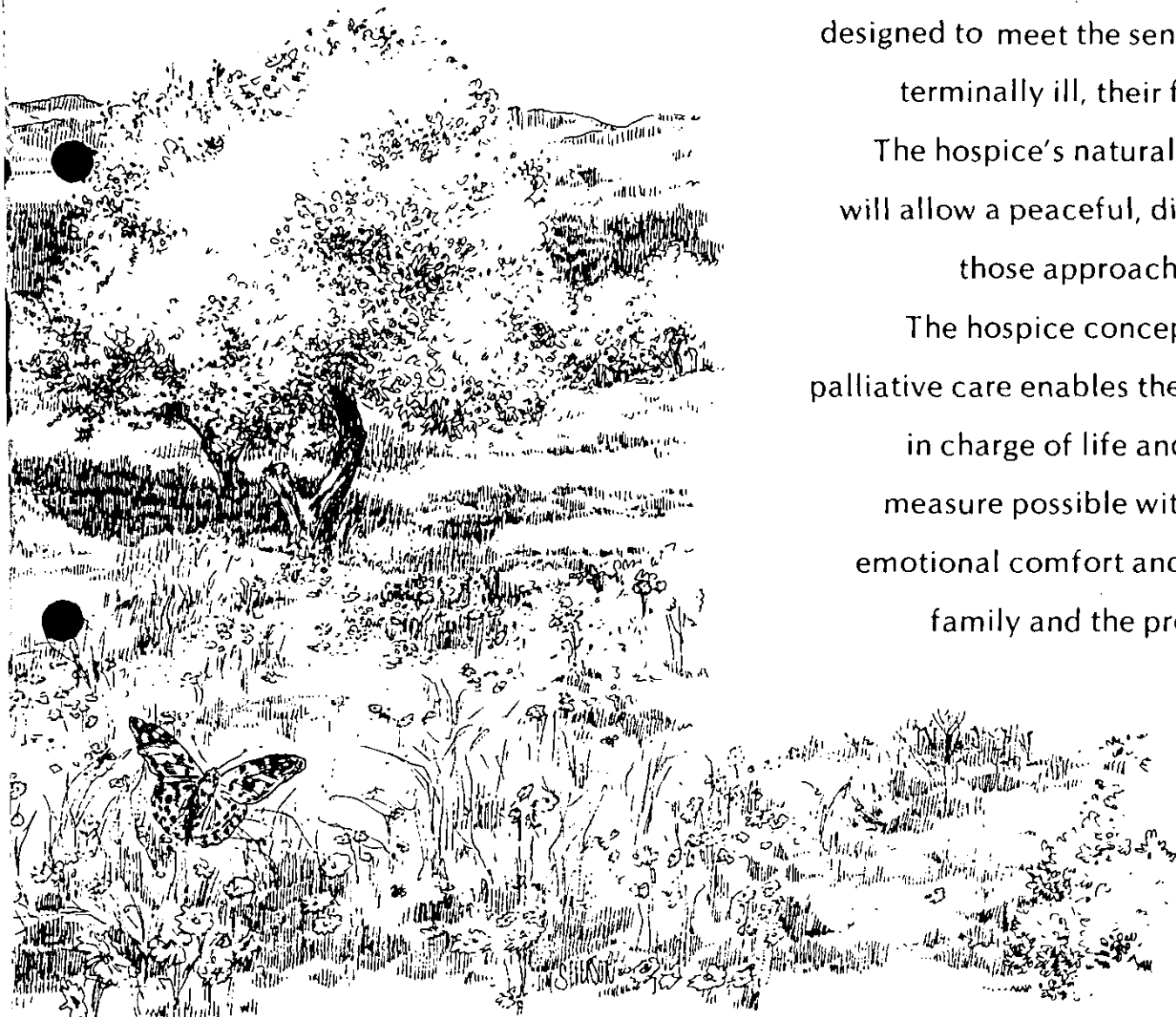
As they vividly recalled Mr. Adelson's illness, they realized that one of the greatest needs in our society today is a new approach to the care of the terminally ill. These patients need a special type of care—physical, spiritual and psychological, that a hospital is neither equipped nor prepared to give. These thoughts led to the idea of establishing a hospice located in Las Vegas which would provide care for patients from the western part of the United States and serve as a model for others like it in the future.



Nathan Adelson Hospice provides an environment of living program designed to meet the sensitive needs of the terminally ill, their family and friends.

The hospice's natural, home-like setting will allow a peaceful, dignified habitat for those approaching the end of life.

The hospice concept of personalized, palliative care enables the patient to remain in charge of life and to live the fullest measure possible with the spiritual and emotional comfort and support of home, family and the professional hospice care team.



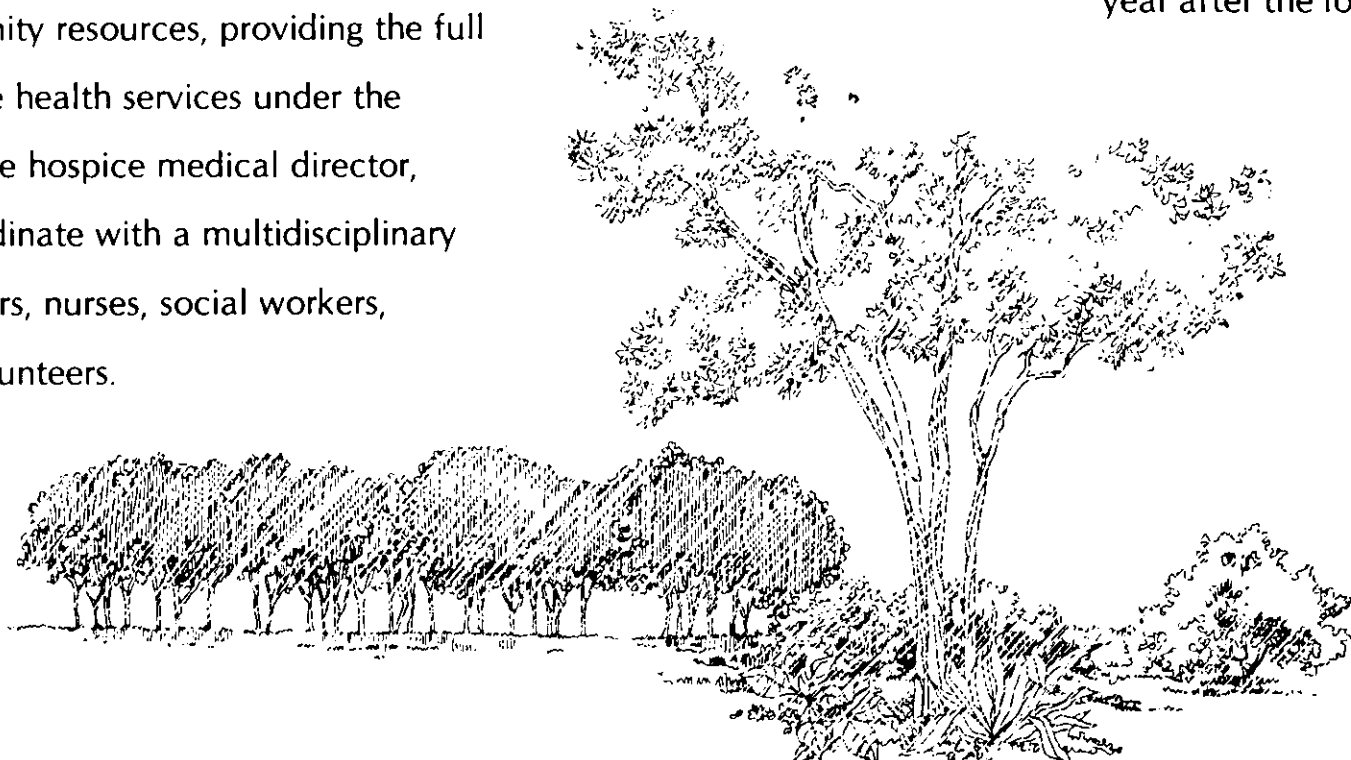
Hospice care has four carefully integrated phases.

In-Care is a program that consists of a special care team including a medical director, nursing staff, social workers, chaplain, therapists and highly motivated volunteers.

Home-Care will be in cooperation with other community resources, providing the full range of home health services under the direction of the hospice medical director, who will coordinate with a multidisciplinary team of doctors, nurses, social workers, clergy and volunteers.

Day-Night Care where patients may spend the day or night at the facility where all the inpatient services are available. The service is especially useful for patients without families or whose family members work.

Bereavement guidance and counselling in personal adjustment will continue for one year after the loss.



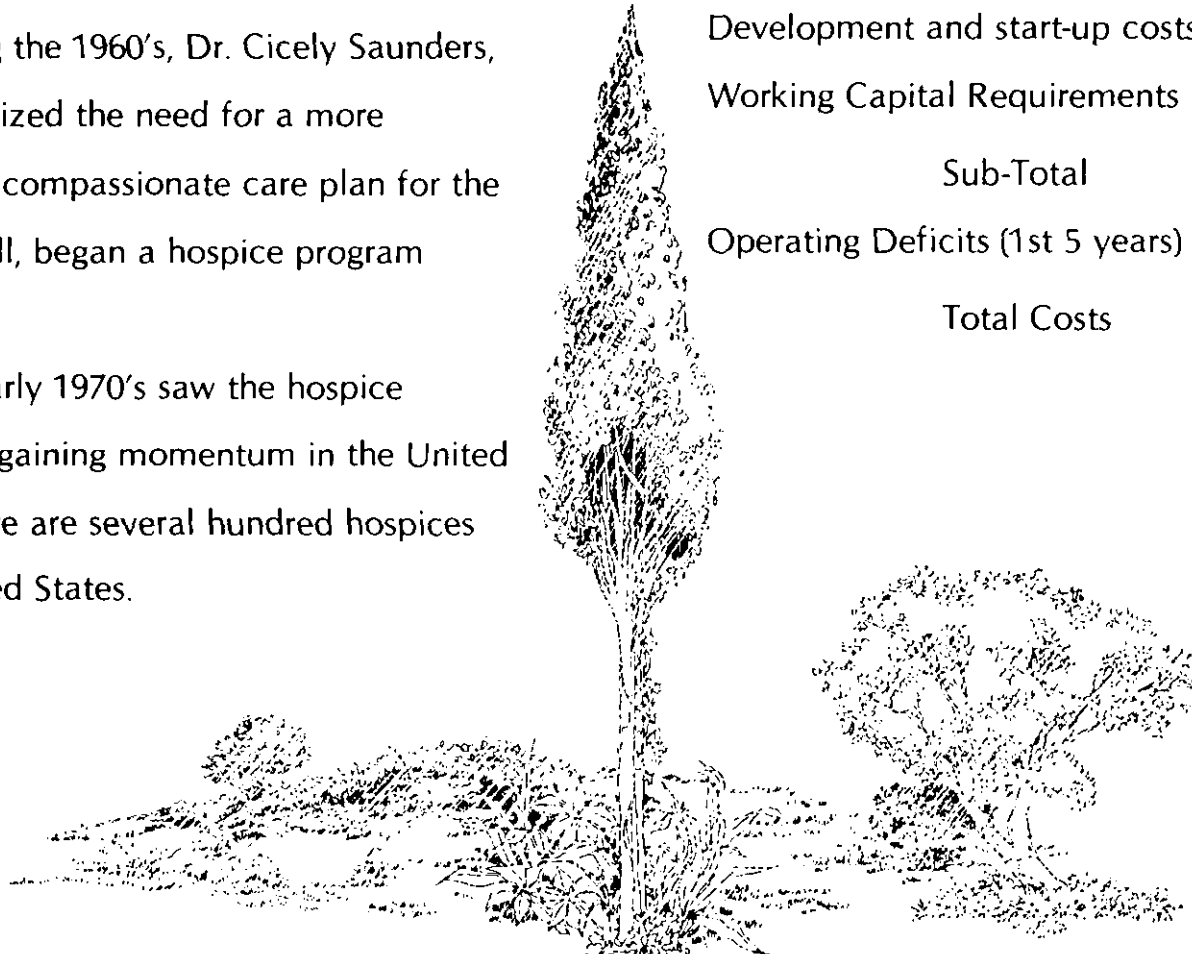
Hospice as a word originated in medieval times, a derivative of the Latin "hospes" meaning host or guest. Travel-weary crusaders on the way to the Holy Land found places of refuge in monasteries; eventually these places of rest came to be called hospices.

During the 1960's, Dr. Cicely Saunders, who recognized the need for a more specialized compassionate care plan for the terminally ill, began a hospice program in England.

The early 1970's saw the hospice movement gaining momentum in the United States. There are several hundred hospices in the United States.

Nathan Adelson Hospice funding as projected by Robert M. McCausland, CPA, with Laven-
thol & Horwath, Los Angeles, California.

Land (4.3 acres)	\$ 400,000
Building and Equipment (20 bed facility)	2,000,000
Development and start-up costs	275,000
Working Capital Requirements	<u>390,000</u>
Sub-Total	\$3,065,000
Operating Deficits (1st 5 years)	<u>930,000</u>
Total Costs	<u><u>\$3,995,000</u></u>





THE NATHAN ADELSON HOSPICE
NEVADA ARCHITRONICS

The Nathan Adelson Hospice program, founded in 1980 in Las Vegas, Nevada, is a living memorial to the humanitarian stature and wisdom of Nathan Adelson.

Mr. Adelson was an active civic and religious leader. His sense of community is the basis of the hospice concept of care. In honor of his life and genuine concern for humane care for the sick and dying, this program will serve the people.

EXECUTIVE OFFICES
3201 Maryland Parkway, Suite 330
Las Vegas, Nevada 89109
(702) 733-0320



University of Nevada System

OFFICE OF THE CHANCELLOR
General Counsel
4505 Maryland Parkway
Las Vegas, Nevada 89154

MEMORANDUM

May 24, 1982

VICE PRESIDENT FOR
Administration

MAY 24 1982

University of Nevada
Las Vegas

TO: Dr. Brock Dixon
Vice President for Administration

FROM: Lyle Rivera
Assistant General Counsel

RE: Hospice Lease

Enclosed is a copy of the executed Hospice Lease,
which we received from the Chancellor's Office on
May 21, 1982.

LR:igt

Enclosure

LEASE

THIS LEASE made and entered into as of the 23 day of September, 1981 by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEVADA SYSTEM, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, hereinafter called LESSOR and THE NATHAN ADELSON HOSPICE, a Nevada non-profit corporation, hereinafter called LESSEE.

WITNESSETH:

Leased Premises:

The LESSOR, for and in consideration of the rents, covenants and agreements hereinafter mentioned to be paid and kept hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain real property situated in Clark County, Nevada, located at UNLV campus, Las Vegas, Clark County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

Term:

The term of this lease shall be for a period of fifty (50) years, commencing on the date of execution of this lease. In the event LESSEE shall with the consent of LESSOR hold over or remain in possession of the leased property of LESSOR after the expiration of the stated term of this lease, such holding over or continued possession shall create a tenancy from month-to-month until the lease is renegotiated for another term.

Rent:

The LESSEE agrees to pay the LESSOR Ten (\$10.00) Dollars annually for the term of this lease. In addition to the payment of said rent, LESSEE agrees if the LESSOR shall incur any maintenance, operation or other expenses, including

reasonable attorney's fees, in enforcing any covenant by LESSEE to be performed hereunder, or in defending any action in which LESSOR is made a party by reason of any act of the LESSEE, its employees, members, or agents, the sum or amount of such expenses shall be paid by LESSEE to LESSOR forthwith by demand in writing by LESSOR to LESSEE; provided, however, that LESSEE shall have the right at its option to prosecute or defend in LESSOR'S behalf any such action to which LESSOR is made a party by reason of any act or alleged act of LESSEE, its employees, members, or agents.

Lessor's Depositary:

Said rental and all monies due and payable from the LESSEE to the LESSOR hereunder shall be paid by the LESSEE to the controller of the University of Nevada, Las Vegas, or his successor, herein designated by the LESSOR as its depositary, and the LESSOR hereby grants to said depositary full power and authority on behalf of the LESSOR, its successors and assigns, to collect and receipt for all monies due and payable from the LESSEE to the LESSOR hereunder.

Architectural Design, Construction and Plot Approval:

All plot configuration, architectural design, and construction qualifications must receive written LESSOR approval before any work can begin; provided, however, that such approval shall not be withheld unless such qualifications fail to conform to safety or aesthetic standards to which other buildings on the UNLV campus must adhere; provided, further, that, if LESSEE shall have submitted plans to LESSOR with respect to such qualifications, and LESSOR shall neither have approved or disapproved of such qualifications in writing within thirty (30) days after such submission, LESSOR shall be deemed to have approved of and consented to such plans to the same extent and with the same

effect as if such approval and consent had been in writing.

Buildings and Improvements:

LESSEE, at its expense, shall keep in good condition and repair all buildings and improvements placed upon the leased premises; shall keep the leased premises and appurtenances and all things connected therewith, including the adjacent streets and alleys, in a clean and healthy condition. In operating the leased premises LESSEE shall observe and comply with all applicable laws and ordinances and all rules and regulations of LESSOR with respect to cleanliness and healthfulness and safety and order now in effect, or which may be enacted or become effective during the term hereof, and LESSEE shall keep and save LESSOR harmless against any penalty, damage or charge imposed or incurred for any violation of any of said laws or ordinances, whether occasioned by neglect of said LESSEE, or its agent, members, guests, or tenants. LESSEE shall also save LESSOR harmless against any loss, cost, damage or expense arising out of any incident or other occurrences causing injury to any person or property, and due directly or indirectly to the use or occupancy of said premises by LESSEE.

LESSEE shall make no major improvements or repairs out of the ordinary course of maintenance and operation of any kind to the leased premises, including, but not limited to, carpentry, masonry, electrical, plumbing and painting, without the expressed consent in writing of LESSOR or of the director of physical plant of the University of Nevada, Las Vegas, or his successor, LESSOR'S designated agent for that purpose first had and obtained.

The LESSOR reserves the right to post a notice of nonresponsibility on any construction work proposed upon the leased property by the LESSEE and to record such notice with

the recorder of Clark County, Nevada, and to do any act necessary to avail itself of any provisions under any law of nonresponsibility in the construction of any improvements on said leased property or premises.

Inspection of the Premises by Lessor:

The LESSOR and its agent shall at any and all reasonable times have the right to go upon and inspect the leased premises and to make, at LESSEE'S expense, any and all repairs thereto which LESSOR or its agents may deem necessary or advisable in the proper maintenance and care of the leased premises and the buildings and improvements located thereon.

Insurance:

The LESSEE shall provide, pay for and at all times maintain at its sole cost and expense, such amount of accident, casualty and other liability insurance with good and reasonable insurance companies, approved by LESSOR, as will reasonably and continuously protect and save the LESSOR and the LESSEE, and each of them, and the leased premises and the buildings and improvements located thereon, free and harmless from any and all liability that may or might arise from any accident, or any injury or damage to any person or property in or about said leased premises, and from injury or damage to person or property occurring on account of or by reason of the condition of any part of said leased premises; and in no event shall such liability insurance be less than the comprehensive general liability policy carried by the University. Anything contained in the immediately preceding sentence to the contrary notwithstanding, LESSOR shall have no right to approve either the amount or issuer of any medical malpractice or similar insurance, it being expressly agreed that LESSEE'S judgment as to the adequacy thereof shall be conclusively deemed reasonable.

The policies of insurance herein required, and all policies procured in renewal of the original policies, shall be deposited with LESSOR'S depository and shall not be permitted to lapse. Insurance coverage will be reviewed annually and LESSOR may require LESSEE to increase the coverage.

Research:

LESSEE agrees that if special research facilities are developed, access will be provided to serious UNLV faculty and student researchers on a reasonable basis.

UNLV Identification:

LESSEE agrees that all official brochures and publications of the hospice will identify the hospice as being situated on the UNLV campus.

Use of Premises, Indemnity, and Compliance with the Rules and Regulations of Lessor and the University of Nevada, Las Vegas:

The LESSEE shall not use or occupy or suffer or permit any person to use or occupy the leased premises or any part thereof for any purpose in violation of law or the rules and regulations of LESSOR or the University of Nevada, Las Vegas, nor shall the premises be used for any other purpose than as a hospice without written approval from the LESSOR. LESSEE, during the continuance of this lease, shall indemnify and save harmless the LESSOR from each and every loss, cost, damage, and expense arising out of the use or occupancy thereof by LESSEE.

Taxes, Assessments and Utility Charges:

In addition to the rental and other payments hereinabove required on the part of the LESSEE, the LESSEE shall pay and discharge all taxes and assessments, general and special, of every kind and nature whatsoever, levied or assessed against the leased premises or any part thereof, or on any building or improvement thereon, and all charges and fees, including (without limiting thereto) water, gas, electricity, heat, power,

trash collection, sewer, and other utility charges which may be at any time, or from time to time during the term of this lease, levied, assessed, charged or imposed upon or against the leased premises or any building or improvements located thereon, and LESSEE shall deliver to LESSOR'S depository receipts showing the payment of all such taxes, assessments and other impositions within thirty (30) days after the respective payments evidenced thereby.

LESSEE further agrees to bring all utilities to its property, and to provide all site improvements, such as, but not limited to, curb cuts and drainage facilities, at LESSEE'S expense.

Indemnification:

The LESSEE agrees to save harmless the University from each and every loss, cost, damage and expense not otherwise covered herein arising out of their use or occupancy of the premises.

Construction Lapse:

All parties to this lease agree that if construction of the hospice does not begin on the above-described premises within five (5) years from the execution of this agreement, and completed within seven (7) years from the execution of this agreement, this lease terminates automatically unless the Board of Regents votes for an extension of time.

Termination for Default:

If at any time the LESSEE shall fail to fulfill or perform any of the other agreements and provisions hereof obligatory upon the LESSEE, and if said nonperformance shall continue for a period of thirty (30) days after written notice has been given by the LESSOR to the LESSEE, then upon the expiration of said period of thirty (30) days, the LESSEE shall

be in default hereunder, and upon such default it shall be lawful and optional for the LESSOR to declare a termination of this lease.

The lease shall not be in default and no termination shall be declared hereunder, unless and until LESSOR shall have first given the LESSEE thirty (30) days written notice of nonfulfillment or nonperformance for which it is asserted that such termination may be declared, and such default shall not occur and the right to declare a termination of the lease shall not arise if the LESSEE after such notice shall within such thirty (30) days period fulfill and perform the obligation as to which such notice is directed and thereafter continues in good faith, fulfillment and performance of such obligation, unless such cure cannot reasonably be fulfilled and performed within such thirty (30) day period, in which case termination shall not occur if LESSEE has commenced to cure within such thirty (30) day period and is pursuing completion with reasonable diligence.

Termination for Unlawful Use of the Premises or Loss of University Recognition:

This lease shall terminate, at LESSOR'S option, and without the prior notice heretofore prescribed for "Termination for Default", if the leased premises are at any time used for a purpose contrary to law or as provided herein by this lease. Should LESSOR so elect, this lease shall terminate and LESSOR may take immediate possession of the leased premises and LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder or for damages that it may have sustained on account of LESSEE'S misuse of the premises or as a result of the acts of the LESSEE.

Termination of the Lease:

Upon the termination of the tenancy, the LESSEE will place the LESSOR in quiet and peaceable possession of the

leased premises. The LESSEE shall have the right to remain upon said leased premises for the removal of personal property.

Tenant-Landlord Relationship:

This lease described the tenant-landlord relationship of the LESSEE and LESSOR affecting the leased premises only and should not be construed as a limitation on the normal relationship among students, student organizations, and the University community.

Assigning and Subletting:

No assignment or subletting of the LESSEE'S right, title or interest, hereunder shall be made without the written consent of the LESSOR; however, in the event LESSOR shall consent in writing to an assignment of LESSEE'S right, title or interest hereunder, in any and every such assignment the assignee shall expressly accept and assume and therein agree to be bound by and to perform all of the agreements and obligations provided in this lease to be kept and performed by the LESSEE. Unless expressly relieved of its obligation hereunder in writing by the LESSOR, the LESSEE after such assignment shall remain liable for the faithful performance of the LESSEE'S obligations hereunder.

Notices, Demands and Communications:

Notices, demands and communications hereunder shall be validly served and given if made by registered mail or certified mail with return receipt requested, and if intended for LESSOR addressed to LESSOR in care of LESSOR'S depository hereinbefore designated or if intended for LESSEE address to

Ernest W. Libman, Administrator, Nathan Adelson Hospice, 3201 S. Maryland Parkway, Suite 330, Las Vegas, NV 89109

with copies to: Irwin A. Molasky, 3111 South Maryland Parkway, Las Vegas, Nevada, 89109; and Lionel Sawyer & Collins,

1700 Valley Bank Plaza, 300 South Fourth Street, Las Vegas, Nevada, 89101, Attention Jerry A. Trenberth, Esq. Either party by notice in writing may designate a new address. Notices and demands so mailed shall be deemed to be served forty-eight (48) hours after the same shall have been deposited in the United States mail at Las Vegas, Nevada.

Whenever in this lease any words of obligation or duty regarding either party are used, such words or expressions shall have the same force and effect as though made in the form of covenants.

Successors and Assigns:

The terms, provisions, covenants and conditions contained in this lease shall apply, bind, and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of LESSOR and LESSEE respectively.

Partial Invalidity:

If any term, provision, covenant or condition of this lease shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Time of the Essence:

Time is of the essence of this lease and all of the terms, provisions, covenants and conditions hereof.

Entire Agreement:

This lease contains the entire agreement between the parties and cannot be amended or modified except by a written agreement.

Captions and Pronouns:

The captions appearing at the commencement of each paragraph hereof are descriptive only and for convenience in

reference to this lease and in no way whatsoever define, limit or describe the scope or intent of this lease nor in any way affect this lease. The masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and any place herein in which the context requires such substitution or substitutions.

Interpretation:

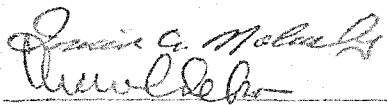
The laws of the State of Nevada shall govern the validity, construction and effect of this lease. Whenever in this lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the forms of express covenants on the part of the party obligated.

IN WITNESS WHEREOF, this lease agreement has been executed as of the 23 day of September, 1981.

THE BOARD OF REGENTS, UNIVERSITY OF NEVADA SYSTEM, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS

By  _____
ROBERT M. BERSI, Chancellor

THE NATHAN ADELSON HOSPICE, a Nevada non-profit corporation

By  _____
Title Co-Chairman

APPROVED:

 _____
ROBERT LIST, GOVERNOR

Date: 5/19/82

EXHIBIT "A"

That portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 22, T. 21S, R. 61 E, M.D.M., Clark County, Nevada, described as follows:

COMMENCING at the Northwest corner of said Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); thence S. 00°43'41" W., along the West line thereof, 623.64 feet to the TRUE POINT OF BEGINNING; thence N. 50°31'03" E., 171.00 feet to a point of tangency with a curve concave Southeasterly and having a radius of 80.00 feet; thence Northeasterly along said curve through a central angle of 32°11'34" an arc distance of 44.95 to a point of tangency; thence N. 82°42'37" E., 351.87 feet; thence N. 87°08'10" E., 155.08'; thence S18°57'56" E., 126.71 feet; thence S. 71°02'04" W., 80.00 feet; thence South 18°57'56" E., 14.09 feet; thence S. 71°02'04" W., 297.44 feet to a point of tangency with a curve concave Southeasterly and having a radius of 530.41 feet; thence Southwesterly along said curve through a central angle of 71°45'45" an arc distance of 664.33 feet to a point of tangency; thence N. 00°43'41" W., along the aforementioned West line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), 585.50 feet to the TRUE POINT OF BEGINNING.

Containing 4.1056 acres, more or less.

ATTACHMENT "D"

