

BOARD OF REGENTS BRIEFING PAPER

1. **AGENDA ITEM TITLE:** Long Term Lease Agreement with Leumi B, LLC on behalf of the Kirk Kerkorian School of Medicine for use of space at 2724 N. Tenaya Way

MEETING DATE: June 9-10, 2023

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

Background Information

Title 4, Chapter 10, Section 1(9), Table 9.1 of the Board of Regents Handbook defines a long-term lease agreement as one that is for a period of greater than 5 years or alternatively, where the value is over \$500,000 in total lease payments. The Lease Agreement (the “**Agreement**”) between Leumi B, LLC, a Nevada limited liability company (the “**Landlord**”), and the Board of Regents of the Nevada System of Higher Education, on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (the “**Tenant**”) meets the criteria.

The Agreement will be for an estimated 22,050 rentable square feet at 2724 N. Tenaya Way, bearing Clark County Assessor Number 138-15-701-001(the “**Premises**”). The Agreement is for a ten (10) year term (the “**Term**”) that will begin upon completion of the Landlord provided tenant improvements or March 1, 2024, whichever is the latter. The Agreement is attached hereto as **Attachment “A.”**

The Agreement is required due to the existing lease at 1524 Pinto Lane expiring on October 31, 2024 thus causing a reduction of approximately 21,404 square feet that currently houses the Pediatrics and Family Medicine clinics. With the loss of this space, the UNLV Kirk Kerkorian School of Medicine (the “**KSOM**”) has determined that there is an opportunity to consolidate several clinic locations. The practices that will relocate to the Premises are Family Medicine, Plastic Surgery, General Surgery, Adolescent Psychology and Sports Medicine. Consolidating the location of these programs will allow for more effective and efficient management of staff and facilities.

Fiscal Implications

Under the terms of the Agreement, KSOM will become responsible for the base rent payments of \$62,842.50 per month in the first year and a pro-rata share of any additional common area maintenance charges above the 2024 base year operating expenses.

The total cost of the Agreement is estimated to be \$8,645,026.03 and below is a summary of the overall costs for the Term of the Agreement.

Base Rent for Term (Includes Annual Increases)	\$8,645,026.03
Common Area Maintenance Estimate (Assumes 5% Annual Increase over Base year 2024)	\$ 44,073.75
Total Estimated Term Lease Cost	\$8,689,099.78

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Keith E. Whitfield requests Board approval of the long-term Lease Agreement with Leumi B, LLC on behalf of the Kirk Kerkorian School of Medicine at 2724 N. Tenaya Way, bearing Clark County Assessor Number 138-15-701-011. UNLV further requests that the Chancellor be granted authority to execute the Lease Agreement, any amendments, and any other ancillary agreements required to implement the Lease Agreement. All aforementioned agreements shall be reviewed and approved by NSHE General Counsel (or, at the Chief General Counsel's request, NSHE Special Real Property Counsel) in order to implement the terms and conditions required to finalize the Lease Agreement.

4. IMPETUS (WHY NOW?):

KSOM will need replacement space for 1524 Pinto Lane and the Premises will provide consolidated clinical space that is more efficient than the current spaces.

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

- Allowing KSOM to consolidate into one location will provide the opportunity to more efficiently use space and staff, which may increase program growth.
- Providing quality facilities creates an environment that attracts exceptional faculty and staff which leads to high quality student educational opportunities.
- Additional facilities will allow KSOM to accommodate the educational needs of students from all demographics and create an opportunity for greater participation in higher education.
- High quality medical and healthcare professionals are in great demand; therefore, providing the opportunity to increase occupancy at the Premises will provide needed facilities to support the growth of medical programs in Southern Nevada which will educate a greater number of healthcare professionals.
- Providing desirable facilities assists in attracting accomplished researchers, faculty, and students therefore creating a robust research and educational environment.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- KSOM can consolidate more space in a single building, creating a more efficient use of space for a greater number of faculty, staff, and clinical visits.
- The addition of this location will reduce administrative expenses.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

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

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

- The Board does not approve the Agreement
- Continue to investigate other possible locations
- Maintain separate locations for different clinic uses

9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

The Chancellor supports this request.

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 ☒ X

Explain: Under the terms of the Agreement, total costs for the 10-year Term equates to approximately \$8,689,099.78. Lease payments for the Premises will be funded by KSOM.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), made by and between Leumi B, LLC, a Nevada limited liability company, hereinafter referred to as the "**Lessor**" and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, hereinafter referred to as "**Lessee**." This Lease is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

WITNESSETH:

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

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

NOW, THEREFORE, Lessor and Lessee agree as follows:

1.0 Premises:

For and in consideration of the premises, the rents reserved herein, the covenants and agreements herein contained, and other valuable consideration, Lessee does hereby hire and take from Lessor, and Lessor does hereby grant and lease to Lessee, that certain office space described in Exhibit "A" ("**Premises**") located at 2724 North Tenaya Way ("**Building**"), upon the terms and agreements and conditions following. Exhibit "A" is attached hereto and by this reference made a part hereof.

2.0 Term:

The term of this Lease shall be for a period of One Hundred Twenty (120) months, beginning thirty (30) days from the date Lessor provides Lessee with a Certificate of Occupancy provided by the City of Las Vegas, Nevada or March 1, 2024, whichever is latest ("**Rent Commencement Date**") and ending One Hundred Twenty (120 months from that date ("**Rental Term**")).

3.0 Governing Law:

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

4.0 Rent:

4.1 Rent. Lessee agrees to pay as rent for the Premises, in advance of the first (1st) day of each calendar month pursuant to **Schedule A** below such sum is hereafter referred to as "**Rent**." Rent shall be payable in monthly installments in advance without notice, demand, setoff or deduction and all such installments shall be paid to Lessor or its managing agent in U.S. Dollars. In no event shall Lessee have the right to withhold any Rent for any length of time regardless of whether any dispute exists relating to this Lease, the Premises, or Lessee's occupancy of the Premises or the Building. The first monthly installment for Rent shall be due on the Commencement Date and, thereafter, such monthly installments shall be due on the first day of each calendar month.

4.2 Taxes on Rent. Lessee shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments by any city, county, state or other governmental body having authority. Such payments shall be in addition to all other payments required to be paid to Lessor by Lessee under the terms of this Lease. Any such payment shall be paid to Lessor concurrently with the payment of the Rent upon which such tax is based.

SCHEDULE A

Term	Per Square Foot cost	Monthly Rent
Months 1-12	\$2.85	\$62,842.50
Month 13-24	\$2.94	\$64,727.78
Months 25-36	\$3.02	\$66,669.61
Months 37-48	\$3.11	\$68,669.70
Months 49-60	\$3.21	\$70,729.79
Months 61-72	\$3.30	\$72,851.68
Months 73-84	\$3.40	\$75,037.23
Months 85-96	\$3.51	\$77,288.35
Months 97-108	\$3.61	\$79,607.00
Months 109-120	\$3.72	\$81,995.21

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

4.4 Rent Submission. Rent shall be paid to Lessor at the following address:

Leumi B, LLC
9179 W Flamingo Rd
Las Vegas, NV 89147
702-534-7878

5.0 Use of the Premises:

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

commercially reasonable Lessor regulations and policies as well as all municipal, state, and federal laws in using the Premises, and will not use or suffer to be used the Premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the Premises. Lessee expressly acknowledges that it will be subject to the First Amendment to the parking and related provisions stated in the First Amended and Restated Access Easement Agreement, a copy of which is attached hereto as **Exhibit "C."**

5.2 Governmental Approvals. Lessee shall, at its sole cost and expense before the Commencement Date, apply for and obtain all licenses, permits, approvals, required by any local, state or federal governmental authorities for its use of the Premises, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits and other licenses and approvals necessary for the operation of Lessee's business from the Land (collectively, the "**Governmental Approvals**"). Lessor makes no representation as to whether or not the Premises has zoning or will acquire zoning for the use under this Lease. Lessor shall cooperate with Lessee to obtain all necessary Governmental Approvals, provided; however, Lessor shall not be required to expend any money in such cooperation.

5.3 Tenant's Exclusive Use. So Long as Tenant continuously operates the Premises for the use specified in Section 6.1, Landlord shall not lease space within the Building to anyone for the purpose of operating within the Building clinics practices in any of the following Family Medicine, Plastic Surgery, General Surgery, Adolescent Psychology or Sports Medicine without Tenant's prior written approval.

6.0 Condition of Premises and Repairs:

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

7.0 Alterations, Additions and Improvements:

7.1 Lessor's Improvements. Subject to the terms of this Lease, Lessor agrees to construct and provide the capital improvements ("Lessor's Capital Improvements") described in Exhibit "B" hereto for the benefit of Lessee at Lessor's sole expense.

7.1.1 Working Drawings. Lessor and Lessee shall complete detailed plans and specifications for the Improvements ("**Working Drawings**") by July 1, 2023.

7.1.2 Certificate of Occupancy. Lessor shall provide a Certificate of Occupancy from the City of Las Vegas to Lessee not later than March 1, 2024 (the "**Deadline Date**").

7.1.3 Delay. In the event that Lessor is unable to complete the Lessor Capital Improvements and obtain a Certificate of Occupancy on or before the Deadline Date, Lessee shall have no obligation to pay Rent until such time as Lessor provides Lessee with a Certificate of Occupancy. In the event that Lessor fails to provide Lessee with a Certificate of Occupancy on or before December 31, 2024, Lessee shall have the right to immediately terminate the Lease. If Lessee timely terminates this Lease pursuant to this subsection, then from and after such termination effective date, neither Lessor nor Lessee shall have any further rights or obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier

termination of this Lease.

7.1.4 Force Majeure. Notwithstanding any contrary provision contained in this Lease, for purposes of this subsection, the failure of the City of Las Vegas to issue the building permit(s) for the Improvements within sixty (60) days following the date the same are submitted shall constitute a Force Majeure delay.

7.2 Lessee's Right to Make Alterations. Except as described in Section 7.1, all work to prepare the Premises for Lessee's business, including but not limited to the plans therefor, shall be done by Lessee at Lessee's sole cost and expense, subject to Lessor's approval as hereinafter described, and Lessor shall incur no liability therefor. Lessee shall make no alterations, repairs, additions or improvements in, to or about the Premises (collectively "**Lessee Alterations**"), without the prior written consent of Lessor, which Lessor may not unreasonably withhold. Lessor may, however, impose as a condition to such consent such requirements as Lessor, in its sole discretion, may deem necessary or desirable, including without limitation: (a) the right to approve the plans and specifications for any work, (b) the right to require insurance satisfactory to Lessor, (c) the right to require security for the full payment for any work, (d) the right to require the manner in which or the time or times at which work may be performed, (e) the right to approve the contractor or contractors to perform Lessee Alterations, (f) the right to require at least thirty (30) days prior written notice to Lessor prior to commencement of any work, and (g) the right to post a notice of non-responsibility for all such work. All Lessee Alterations shall be completed in accordance with Lessor's requirements and all applicable rules, regulations and requirements of governmental authorities and insurance carriers. If requested by Lessor, Lessee shall provide Lessor with copies of all contracts, receipts, paid vouchers, permits and any other documentation in connection with the construction of such Lessee Alterations. Lessee shall promptly pay all costs incurred in connection with all Lessee Alterations.

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

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

8.0 Mechanics' Liens:

8.1 No Liens. Lessee shall pay or cause to be paid all costs for work done by Lessee or caused to be done by Lessee on the Premises, and Lessee shall keep the Premises free and clear of all mechanics' liens, materialmen's liens, and other liens on account of work done or materials supplied to Lessee or persons claiming under Lessee. In accordance with the limitations of NRS 41.0305 to NRS 41.039, as may be amended from time to time, Lessee shall indemnify, defend, and hold Lessor free and harmless for, from and against any and all liability, loss, damage, costs, but not including attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed for or materials or supplies furnished to Lessee or persons claiming under Lessee. In addition, Lessee shall keep Lessee's leasehold interest and any

improvements which are or may become the property of Lessor pursuant to this Lease free and clear of all liens of attachment or judgment liens.

8.2 Contest. If Lessee shall desire to contest any claim of lien, Lessee shall furnish Lessor adequate security in the amount of 125% of the claim, plus estimated costs and interest, or at Lessor's request, Lessee shall procure and record a bond issued by a responsible corporate surety in such amount as is required by statute for the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall immediately pay and satisfy the same.

8.3 Lessor's Payment. If Lessee shall fail to pay any charge for which a mechanics' or materialmen's lien claim and/or suit to foreclose a lien have been filed, and if Lessee shall not have provided security to protect the Premises, and/or Lessor against such claim of lien, Lessor may (but shall not be so required) pay the claim and any costs, and the amounts so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor, and Lessee shall pay the same to Lessor with interest at the rate of eighteen percent (18%) per annum from the dates of Lessor's payments.

8.4 Notice. Should any claim of lien be filed against the Premises, or any action affecting the title to the Premises be commenced, Lessee shall give Lessor prompt written notice thereof.

8.5 Non-Responsibility Notices. CERTAIN SECTIONS OF NRS CHAPTER 108, INCLUDING, BUT NOT LIMITED TO SECTIONS 108.234, 108.2403, AND 108.2405, IMPOSE REQUIREMENTS ON LESSOR WITH RESPECT TO CONSTRUCTION BY LESSOR AT PREMISES, INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS TO BE MADE BY LESSOR. *THIS SHALL SERVE AS LESSOR'S NOTICE TO LESSEE OF LESSEE'S OBLIGATIONS UNDER NRS CHAPTER 108 AND THE ABOVE REFERENCED SECTIONS FOR ALL SUCH PURPOSES.* LESSOR MAY, BUT SHALL NOT BE REQUIRED TO, (i) RECORD A WRITTEN NOTICE OF WAIVER OF THE OWNERS' RIGHTS SET FORTH IN NRS 108.234 WITH THE CLARK COUNTY RECORDER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF LESSEE'S IMPROVEMENTS IN ACCORDANCE WITH SECTION 108.2403; (ii) COMPLY WITH THE NOTICE REQUIREMENTS TO THE PRIME CONTRACTOR AND OTHER LIEN CLAIMANTS IN ACCORDANCE WITH SECTION 108.2405; AND (iii) COMPLY WITH ANY and all OTHER STATUTORY REQUIREMENTS OF LESSOR IN CONNECTION WITH ITEMS (i) AND (ii) ABOVE. FURTHER, LESSOR AND/OR LESSOR'S REPRESENTATIVES SHALL HAVE THE RIGHT TO GO UPON AND INSPECT THE PREMISES AT ALL REASONABLE TIMES AND SHALL HAVE THE RIGHT TO POST AND KEEP POSTED THEREON NOTICES (INCLUDING, WITHOUT LIMITATION, NOTICES OF NON-RESPONSIBILITY) AS LESSOR MAY DEEM TO BE PROPER FOR THE PROTECTION OF LESSOR'S INTEREST IN THE PREMISES.

9.0 Service to the Premises:

Lessor and Lessee agree to provide the services to the Premises as reflected below. Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises. Items not checked shall not be the responsibility of either party.

<u>Lessor</u>	<u>Lessee</u>	
(X)	()	Water
(X)	()	Sewer

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refuse Removal
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating and Cooling Systems
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Janitorial Service and Supplies Inside the Premises
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chilled Drinking Water
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maintenance and Upkeep
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carpeting repair, unless damage caused by Lessee
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures, including bulb replacement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alarm System
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Intra-Institutional Telephone Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Installation, Service, Billing and Long Distance Charges
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Redecorating and Painting after initial Tenant Improvements provided by Lessor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lessor shall provide to Lessee for Lessee's use four (4) non-reserved parking spaces per 1,000 rentable square feet. Included in the four (4) non-reserved parking spaces per 1,000 rentable square feet, Lessor shall also provide Lessee with twenty-two (22) covered parking spaces at no additional monthly rental charge.

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

10.0 Contingency:

This Lease is expressly conditioned upon the sole approval of this Lease by the Board of Regents of the Nevada System of Higher Education on behalf of University of Nevada, Las Vegas, (such entity, the "**Board of Regents**" and such contingency, the "**Lease Contingency**") at a public meeting on or before June 9, 2023 ("**Approval Deadline Date**"). Lessee shall inform Lessor, in writing, whether or not the Lease Contingency has been satisfied within three (3) days following the Approval Deadline Date. If the Board of Regents disapproves the Lease, Lessee shall have the right

(by delivering written notice to Lessor) to either extend the Approval Deadline Date until the next meeting of the Board of Regents or not pursue this Lease. If Lessee elects to extend the Approval Deadline Date, then Lessee shall inform Lessor, in writing, whether or not the Lease Contingency has been satisfied within three (3) business days following the extended Approval Deadline Date. If the Board of Regents again disapproves the Lease, then both Lessor and Lessee shall each have the right to terminate this Lease by delivering to the other party written notice of such election within the first five (5) business days following the extended Approval Deadline Date. The effective date of such termination shall be the date of the terminating party's delivery of such termination notice. Upon the termination of this Lease pursuant to this paragraph, Lessor and Lessee shall be automatically released from all rights and obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease. Lessee hereby acknowledges and agrees that Lessor shall have no obligation to commence the design or construction of the Improvements described in Exhibit "B" attached hereto unless and until Lessee has delivered to Lessor written notice of satisfaction of the Lease Contingency (i.e. that the Board of Regents has approved this Lease). Until such time as the Board of Regents approves this Lease, Lessor shall have the right to continue to market and lease the Premises and the Building. In the event Lessor receives a bona fide offer of a potential Lessor for the Premises, Lessor shall notify Lessee in writing and allow Lessee ten (10) business days to obtain Board of Regents approval of this Lease. If Lessee fails to obtain Board of Regents approval of this Lease, Lessor may declare this Lease terminated and neither party shall have any further obligations to the other.

11.0 Lessor's Right of Entry:

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

12.0 Assignment and Subletting:

This Lease shall not be assigned, subleased, or mortgaged in whole or in part without the written consent of Lessor. Any such proposed assignment, sublease, or mortgage shall be considered void and a material default hereunder. Any assignment or sublease to any NSHE/UNLV related agency of Lessee shall not require Lessor's consent.

13.0 Holding Over:

Lessee's holding or continued use or occupancy beyond the term of this Lease shall be construed as a tenancy from month to month at 150% of the prior month's Base Rent and subject to the same conditions set forth in this Lease.

14.0 Condemnation:

14.1 In the event the premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, as of the date title shall vest in said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term of that portion of the rent reserved in the proportion that the premises remaining after the taking, damaging, or condemnation bears to the whole of the premises before the taking, damaging, or condemnation. All damages and payments

resulting from said taking, damaging, or condemnation of the premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

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

15.0 Destruction:

15.1 If at any time during the term of this Lease, or any extension or renewal thereof, the premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Lessee within the period of thirty (30) days after the damaging event; and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such premises shall have been rebuilt and repaired. In case, however, Lessor elects not to rebuild or repair said premises, Lessor shall so notify Lessee by written notice within the period of thirty (30) days after the damaging event, and thereupon this Lease shall terminate.

15.2 In the event of termination of this Lease under the terms of clause 16.1, the Lessee shall have a reasonable period of time to vacate the Premises.

15.3 All notices sent under the terms of this provision shall conform to the provisions of Section 22.0, "Modification," and Section 23.0, "Notice."

16.0 Code and Regulations:

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

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

16.2 Determine the cause of and remedy any building deficiencies.

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

17.0 Termination:

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

18.0 Default:

Lessor shall, on default with respect to any of the provisions of this Lease by Lessee except for the payment of rent, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have thirty (30) days either to correct the condition or commence

corrective action if the condition cannot be corrected in thirty (30) days. If the condition cannot be corrected in thirty (30) days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms and conditions of the Lease by any other method available under the law.

19.0 Waivers:

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

20.0 Binding on Heirs, Successors, and Assigns:

This Lease shall be binding upon and inure to the benefit of their heirs, personal representatives, and permitted assigns, as applicable, of the Lessor and the Lessee.

21.0 Entire Agreement:

This Lease (with its exhibits) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 22.0 on "Modification."

22.0 Modification:

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

23.0 Notice:

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

TO THE LESSEE:

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

With a copy to:

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

And to:

University of Nevada, Las Vegas

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

TO THE LESSOR:

Leumi B, LLC
c/o Pancy Coffman
9179 W Flamingo Rd
Las Vegas, NV 89147

With a copy to:

Kravitz, Schnitzer & Johnson
Attn: Gary E. Schnitzer, Esq.
8985 S. Eastern Ave., Suite 200
Las Vegas, Nevada 89123

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

24.0 Access:

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

25.0 Discrimination:

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

26.0 Quiet Enjoyment:

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

27.0 Lessee's Insurance and Indemnification Provisions:

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

27.2 In accordance with the limitations of NRS 41.0305 to NRS 41.039, as may be amended from time to time, the Lessee agrees to indemnify and hold harmless the Lessor and its respective directors, officers, employees and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and

description for injury to and death of persons and damage to and loss of property which are caused by, arise from or grow out of Lessor's responsibilities provided pursuant to this Lessee will assert the defense of sovereign immunity in all legal actions.

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

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

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

28.0 Lessor's Insurance and Indemnification Provisions:

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

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

28.2.1 **Workers' Compensation and Employer's Liability Insurance.** Lessor shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessor by NRS 616B.627 or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters, is not required.

28.2.2 **Commercial General Liability Insurance.** Lessor shall carry and provide proof of commercial general liability insurance in the following minimum limits:

\$2,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

28.2.3 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from Premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

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

28.3.1 **Approved Insurer:** Each insurance policy shall be:

28.3.1.1 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

28.3.1.2 Currently rated by A.M. Best as "A- IX" or better.

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

28.3.2.1 Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Lessee to evidence the insurance policies and coverages required of Lessor.

28.3.2.2 Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the Lessee, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein.

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

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

29.0 Fiscal Fund Out:

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

Lessee shall have any further rights or obligations under this Lease, with the exception of such rights and obligations which expressly survive the expiration or earlier termination of this Lease.

30.0 Subordination:

Lessee agrees that this Lease and the rights of Lessee hereunder shall be subject and subordinate to any and all deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, "Security Documents") which now or hereafter constitute a lien upon or affect the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Lessee of any additional document for the purpose of evidencing or effecting such subordination. In addition, Lessor shall have the right to subordinate or cause to be subordinated any such Security Documents to this Lease and in such case, in the event of the termination or transfer of Lessor's estate or interest in the Building by reason of any termination or foreclosure of any such Security Documents, Lessee shall, notwithstanding such subordination, attorn to and become the Lessee of the successor in interest to Lessor at the option of such successor in interest. Furthermore, Lessee shall within fifteen (15) days of demand therefor, and after being provided an acceptable written notice of nondisturbance by Lessor, execute any instruments or other documents which may be required by Lessor or the holder of any Security Document and specifically shall execute, acknowledge and deliver within fifteen (15) days of demand therefor a subordination of lease or subordination of deed of trust, in the form required by the holder of the Security Document requesting the document; the failure to do so by Lessee within such time period shall be a material default hereunder; provided, however, the new Lessor or the holder of any Security Document shall agree that Lessee's quiet enjoyment of the Premises shall not be disturbed as long as Lessee is not in default under this Lease.

31.0 Estoppel Certificate:

Lessee shall, upon not less than thirty (30) days' prior notice by Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying to those facts for which certification has been requested by Lessor or any current or prospective purchaser, holder of any Security Document, ground lessor or master lessor, including, but without limitation, that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent and other charges hereunder have been paid, if any, and (iii) whether or not to the best knowledge of Lessee, Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge. Lessee's failure to execute and deliver such statement within such time shall, at the option of Lessor, constitute a material default under this Lease and, in any event, shall be conclusive upon Lessee that this Lease is in full force and effect without modification except as may be represented by Lessor in any such certificate prepared by Lessor and delivered to Lessee for execution and that all other matters stated in such certificate are true, correct and complete as presented to Lessee. Any statement delivered pursuant to this Section 32.0 may be relied upon by any prospective purchaser of the fee of the Building or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrance upon the Building.

32.0 Hazardous Materials:

As used herein, the term "Hazardous Material" means any pollutants, flammable or ignitable explosives, radioactive materials, or hazardous, toxic, corrosive or dangerous waste, substances or related materials, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health

and safety of the occupants of the Premises or the Building, including, but not limited to, asbestos, lead-based paints, radon, polychlorobiphenyls, petroleum products and byproducts, including, but not limited to, underground storage tanks and other petroleum-related matters. Hazardous Materials shall include substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "toxic substances," "asbestos-containing materials" or similarly identified in the Comprehensive Environmental Response, Compensation, and Liability Act, as now or hereafter amended; in the Resource Conservation and Recovery Act, as now or hereafter amended; and in any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; and shall include any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended; and any "toxic pollutant" or "pollutant" under the Clean Water Quality Control Act; or any hazardous air pollutant under the Clean Air Act, as now or hereafter amended, and any "hazardous material" hazardous substance" or "hazardous waste" as defined in Nevada Revised Statutes §§ NRS 459.428, 459.429 and 459.430, each as hereafter amended or supplemented and any substance regulated under 590.740, as hereafter amended or supplemented. "Hazardous Materials Laws" means all federal, state, county, regional and local laws that relate to Hazardous Materials, including all regulations, rules, rulings, decisions and publications adopted by the applicable governmental or quasigovernmental authority pursuant thereto, all as amended or supplemented hereafter.

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

32.2 If Lessee breaches the obligations stated in Section 32.0, or if the presence of Hazardous Materials on the Premises or the Building caused or permitted by Lessee results in contamination of the Premises or the Building then Lessee shall, in accordance with the limitations of NRS 41.0305 to NRS 41.039, as may be amended from time to time, indemnify, defend and hold Lessor harmless for, from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, diminution of value of the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact on marketing of space in the Building, the sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert (fees) which arise during or after the Lease term as a result of such contamination). This indemnification of Lessor by Lessee includes, to the extent authorized by law, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in or about any part of the Building, including, to the extent authorized by law, the soil or ground water under the Building.

32.3 In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Building by Lessee, Lessee Affiliates or any person claiming by, through or under Lessee or present on the Premises at the express or implied invitation of or with the permission of Lessee ("Lessee Parties") or that is present on the Premises (unless present prior to Lessee first entering upon the Premises, Lessor shall perform or cause to be performed the Remedial Work in compliance with such Law or order at Lessee's sole cost and expense. All Remedial Work shall be

performed by one or more contractors, reasonably approved by Lessor, and under the supervision of a consulting engineer, selected by Lessee and approved in advance in writing by Lessor. All costs and expenses of such Remedial Work shall be paid by Lessee, including, without limitation, the charges of such contractor(s), the consulting engineer, and Lessor's costs incurred in connection with monitoring or review of such Remedial Work. In no event shall Lessee be liable to Lessor for punitive, consequential or special damages under this Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease as of the Effective Date.

LESSOR

Leumi B LLC

a Nevada limited liability company

By: _____
Pancy Coffman
Its Manager

By: _____
Ben Leumi
Its Manager

By: _____
Gal Leumi
Its Manager

LESSEE

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

Recommended By:

By: _____
Marc J. Kahn
Dean, University of Nevada, Las Vegas, Medical School

Recommended By:

By: _____
Jean Vock
Senior Vice President/CFO for Business Affairs
University of Nevada, Las Vegas

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

APPROVED:

By: _____
Dale A.R. Erquiaga
Acting Chancellor
Nevada System of Higher Education

Date

APPROVED AS TO LEGAL FORM:

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

Exhibit "A"

Description of Office or Building Space

Building Name and Location: Tenaya Way Office Building
2724 North Tenaya Way, Las Vegas, NV 89128

Square Footage: Approximately 22,050 Square Feet of rentable space

Suite/Room Numbers: Second Floor of Building

Description: Medical Office, Office

Exhibit "B"

Lessor Capital Improvements

Lessor agrees to perform capital improvement work as described below and as reflected in the Working Drawings attached.

1. Repaint the Premises using Lessee's specified paint in Lessee's chosen color
2. Installation of new vinyl plank flooring and base throughout premises (chosen color)
3. Place window coverings on all windows per Lessee specifications
4. Replace any broken or stained ceiling tiles
5. Replace all light bulbs with LED lights and replace light lenses with clear lenses; specifications to be provided by Lessee
6. Clean or replace any stained or discolored HVAC vents
7. All improvements agreed to by the Parties as reflected in the attached Working Drawings

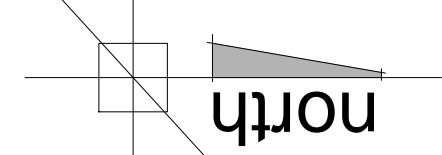
FLOOR PLAN



FLOOR PLAN - SECOND FLOOR

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

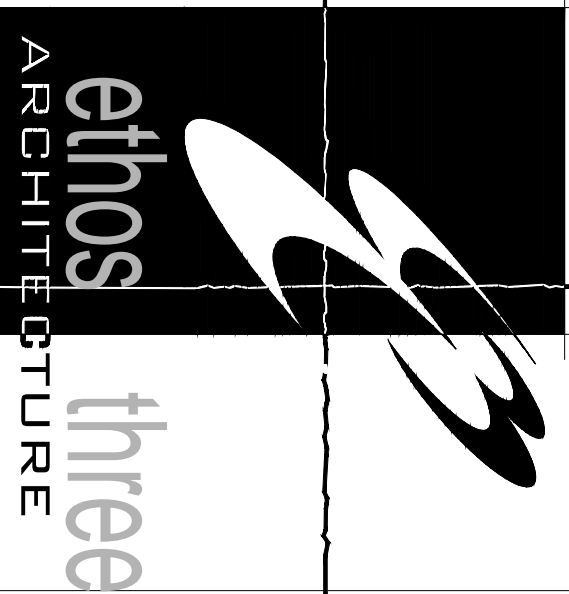
0 4 8' 16'



PRELIMINARY PLAN

UNLV School of Medicine
at 2724 Tenaya - 2nd Floor

05/12/23



DRAWING APPROVED: _____
DATE: _____

8985 S. Eastern
Suite 220
Las Vegas, NV 89123
P 702.456.1070
F 702.456.7020

Exhibit "C"

**FIRST AMENDMENT TO
FIRST AMENDED AND RESTATED
RECIPROCAL ACCESS EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED RECIPROCAL ACCESS EASEMENT AGREEMENT, dated February __, 2022 (this "2022 Amendment"), is entered into by and amongst Leumi B, LLC ("A-2 Owner," "B Owner," and "A-2 and B Owner"), Health Plan of Nevada, Inc. and Sierra Health & Life Insurance Co., Inc. ("A-1 Owner"), 2716 N Tenaya Vacant Parcel, LLC ("A-3 Owner"), Sierra Health Services, Inc. ("C Owner"); Tenaya Medical Properties, LLC ("D Owner") and P R H X X X V, LLC, ("E Owner").

RECITALS

WHEREAS, the parties (individually, a "Parcel Owner", and when two or more, "Parcel Owners") to this Amendment individually and respectively own all of the parcels (individually, a "Parcel", when two or more, "Parcels" and, collectively, the "Complex") of real property legally described on **Exhibit A** attached to this Amendment;

WHEREAS, each Parcel is encumbered by, and subject to the provisions of, that certain First Amended and Restated Reciprocal Easement Agreement, dated December 28, 2000 and recorded on December 28, 2000 in the Office of the Recorder, Clark County, Nevada as Document Number 20001228.01394 (the "Amended RAEA" and, as amended by this Amendment, the "2022 Amendment");

WHEREAS, the Parcels are the only parcels of real property encumbered by, and subject to, the Amended RAEA, and those parcels are owned by the Parcel Owners as identified in this 2022 Amendment;

WHEREAS, parking on Parcel A-1 is provided by both an improved two-story parking garage structure (the "A-1 Parking Garage") and by surface parking areas, both of which are owned by A-1 Owner; and

WHEREAS, all Parcel Owners desire to amend Sections 3 and 7 of the Amended RAEA by this 2022 Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parcel Owners hereto agree as set forth in this 2022 Amendment.

AGREEMENT

1. Defined Terms. Terms capitalized in this Amendment, but not otherwise defined, have the meanings given to them in the Amended RAEA.

2. Reciprocal Parking Easements. Section 7 of the Amended RAEA, entitled “Reciprocal Parking Easements,” is hereby amended and restated in its entirety in and by this Paragraph 2.

- a. The owners of each of Parcel A-1, Parcel A-2, Parcel A-3, Parcel B, Parcel C, Parcel D, and Parcel E hereby grant to the owners of each other Parcel, non-exclusive easements appurtenant to grantee’s property for the purposes of parking vehicles of grantee and grantor and their employees, tenants, customers, invitees and licensees within the designated parking areas.
- b. The parking easements granted under this paragraph shall not be used or construed to eliminate or reduce the number of parking spaces that may be required by applicable parking ordinances and regulations for any Parcel.
- c. The owners of each Parcel shall, at their own expense, keep and maintain the parking areas on their respective Parcels in good condition and repair and in accordance with all applicable laws, codes, and regulations.
- d. Each Parcel Owner has the right to designate as Reserved (as defined below) up to fifty-three percent (53%) of the total parking spaces located on its Parcel as of the date hereof, which reservation must be identified by Signage (as defined below) as required by this 2022 Amendment. Only those parking spaces identified by such Signage are Reserved; all other parking spaces are General Parking (as defined below).
- e. “Reserved” means that a Parcel Owner has designated by Signage a parking space located on its Parcel, or with regard to A-2 and B Owner those spaces located on Parcels A-2 and B and the 46 spaces Reserved in the Parcel A-1 Garage, as being for the continuous exclusive use of the Parcel Owner and its tenants, guests, invitees, contractors, agents, permittees, visitors and other authorized users (individual users may, but need not, be identified specifically in or by Signage). For each parking space that is to be Reserved, the Parcel Owner must designate the same by installing and maintaining Signage (as defined below) that identifies each such parking space as being for a particular purpose, person, company, or building, which may include, but which are not limited, to identification that includes the words “reserved”, “employee only,” “employee,” “guest only,” “guest,” “member only,” “member” or any verbiage that is a synonym of “reserved,” “employee only,” “employee,” “guest only,” “guest,” “member only,” or “member” or similar term. The term “Reserved” means that the subject space is Reserved for the Parcel Owner on which the parking space is located and its tenants, guests, invitees, contractors, agents, permittees, visitors and other authorized users, and for no other Parcel Owner. As to the 46 spaces on Parcel A-1 Reserved for the Parcels A-2 and B Owner, Reserved means these spaces are Reserved for Parcel A-2 and B Owner and its tenants, guests, invitees, contractors, agents, permittees, visitors and other authorized users. Each parking space to be Reserved must have its own Signage.

- f. “Signage” is a commercially reasonable parking space identification method designating one (1), and only one (1) parking space as Reserved, and includes, without limitation, all free-standing signs; wall mounted signs; painted symbols, letters, words, or numbers or similar markings on pavement, curbs or structures.
- g. With respect to Parcel A-1, and notwithstanding anything in the Agreement to the contrary (including, without limitation, Paragraph 2(d) of this Amendment), Parcel A-1 parking shall be as follows:
 - i. Within the Parking Garage, A-1 Owner (a) may designate up to one hundred sixty-six (166) parking spaces therein as Reserved; and (b) shall designate an additional forty-six (46) spaces on the first floor, as identified on attached Exhibit B, as Reserved for Parcels A-2 and B Owner; and (c) for a total of up to two hundred twelve (212) Reserved spaces; and
 - ii. Within the Parcel A-1 surface lot, A-1 Owner may designate up to fifty-nine (59) spaces as Reserved for a total of up to two hundred and seventy-one (271) Reserved spaces on Parcel A-1; and
 - iii. Within the A-1 Parking Garage, only the A-1 Owner may make or approve aesthetic, functional, or structural changes to any of the spaces or Parking Garage, including the forty-six (46) spaces mentioned above.
- h. With respect to Parcels A-2 and B, and notwithstanding anything in the Amendment to the contrary (including, without limitation, Paragraph 2(d) of this Amendment), Parcels A-2 and B Owner may designate as Reserved up to a total of ninety-four (94) parking spaces, in the aggregate, located on Parcel A-2 and Parcel B.
- i. Covered Parcel Owners may construct canopies over their Reserved spaces on their parcels at their own expense. This shall not apply to the spaces Reserved for Leumi on Parcel A-1. Any installation of canopies may not result in a reduction of the number of parking spaces with the Complex.
- j. All spaces throughout the Complex not marked by Signage as Reserved are available for General Parking use by all Parcel Owners. “General Parking” is passenger vehicle parking on a non-exclusive, “first come first served” basis. Unless otherwise provided herein, no Parcel Owner may mark General Parking spaces as Reserved.
- k. Existing handicap spaces, as of the date hereof, will be General Parking, and may not be reserved by any Parcel Owner. Parcel owners may not decrease the number of handicap parking within their parcels without written approval of all Parcel Owners. Parcel owners may increase the number of handicap parking within their allocated Reserved parking spaces.

1. Signage on General Parking areas may include signage that does not indicate the spaces are "Reserved" including the following non-exhaustive list of examples: generic markings such as numbers; colors; generic language that applies to all vehicles including "loading zone;" generic signs that do not reference parking including "private property;" "no trespassing;" and directional wayfinding signage that references addresses, company names, and/or company logos.
- m. All way finding monument signage locations throughout the Complex are as identified on Exhibit C, and are contingent upon approval by the Las Vegas Medical District Northwest Owners Association, if required by the Association's Covenants, Conditions and Restrictions. Parcel C owner agrees to include the address or tenant name of each Parcel on signs 2 and 3 as identified on Exhibit C, following written request by each Parcel Owner received within 30 days of this amendment's effective date. Parcel C owner also agrees to seek approval of and to make commercially reasonable efforts to replace "2704, 2716 & 2720" with "2704-2724" on sign 5 as identified on Exhibit C. Each Parcel Owner reserves the right to erect and/or modify wayfinding signage on its respective Parcel in the future and has the sole discretion on signage on its respective Parcel, so long as such signage comports with requirements of the Las Vegas Medical District Northwest Owners Association's Covenants, Conditions & Restrictions and meets all applicable state, county, and city code requirements, regulations, and/or statutes.
- n. Each Parcel Owner is solely responsible enforcing within in its sole discretion the Reserved status of its Reserved parking spaces; provided, however, that Parcels A-2 and B Owner is solely responsible for enforcing within in its sole discretion the 46 Reserved parking spaces granted to it under Section 2(g) above in this 2022 Amendment. No Parcel Owner is obligated to either or both monitor or enforce its Reserved parking spaces. No Parcel Owner is obligated to either or both monitor or enforce the use of the General Parking areas. No Parcel Owner may tow or immobilize a vehicle parked on another Parcel Owner's respective Parcel without the express permission of the respective Parcel Owner, except that the Parcels A-2 and B Owner may immobilize or tow vehicle improperly parked in its 46 spaces reserved in the Parcel A-1 Parking Garage. No Parcel Owner may immobilize or tow a vehicle unless and until the offending vehicle has been provided with two (2) documented and written notices on separate calendar days with immobilizing or towing to only occur no sooner than 24 hours and no later than 60 days after the second documented and written notice. Parcels A-2 and B Owner agrees to indemnify and defend Parcel A-1 Owner from any and all claims arising from vehicles that were towed or immobilized by Parcels A-2 and B Owner from the 46 Reserved parking spaces granted to it under Section 2(g) above in this 2022 Amendment.
- o. The parking spaces under Sections 2(a), (d), (g) and (h) of this Amendment are the "Mandatory Parking Spaces." If, consistent with all applicable codes, a Parcel Owner is able to increase the number of parking spaces on its Parcel, then the Parcel Owner, at its option and expense, may designate as Reserved all parking

spaces on that Parcel in excess of that Parcel's Mandatory Parking Spaces. No Parcel Owner may decrease the number of parking spaces on its Parcel below the applicable Mandatory Parking Spaces without the written approval of all other Parcel Owners; provided, however, that this restriction is not applicable to a reduction in parking spaces caused by the excise of eminent domain or damage rendering restoration of parking spaces commercially unreasonable.

- p. No Parcel Owner is required to give any other Parcel Owner any notice of the creation, reduction, or relocation of one or more Reserved parking spaces; provided, however, that, except as expressly permitted by the 2022 Amendment to the contrary, the Mandatory Parking Spaces for the Parcel Owner's Parcel and total Complex parking spaces must not be reduced, unless the reduction in parking spaces is required by code or a public authority, in which event no consent is required.

3. Parking Complex Painting. Within 180 days of the ratification of the 2022 Amendment, Parcel A-1 Owner will, at Parcel A-1 Owner's sole cost and expense, paint all Complex parking to include a consistent numbering and coloring system and Reserved designations requested by parcel owners and submitted to Parcel A-1 Owner no later than 30 days after the ratification of the 2022 Amendment. Any other desired installation and maintenance of parking signage shall be at the sole discretion, cost, and expense of the parcel owner, with the exception of Parcel A-2 and B Owner, who is solely responsible for ongoing maintenance of its parcels as well as its Reserved parking on Parcel A-1. Parcel A-1 Owner will not be responsible for painting any parking stalls after the initial painting required by this Paragraph. Any subsequent repainting of parking spaces must be consistent with the existing parking numbering and coloring system.

4. Pedestrian Bridge. The Parcel Owners agree to amend Section 3 of the Amended RAEA as follows:

- a. Parcel A-1 Owner and Parcel B Owner confirm joint ownership of the "Pedestrian Bridge" (which is the existing pedestrian bridge connecting the building on Parcel A-1 with the building on Parcel B at the second floor level).
- b. Parcel A-1 Owner and Parcel B Owner agree that they will block access to the doors providing access to the Pedestrian Bridge on their respective Parcels anywhere within 25 feet of their respective building. All costs associated with design, engineering, construction, and maintenance needed to block access to the door on Parcel A-1 shall be at the sole cost of Parcel A-1 Owner. All costs associated with design, engineering, construction, and maintenance necessary to block access to the door on Parcel B shall be at the sole cost of Parcel B Owner. Any action to block the doors providing access to the Pedestrian Bridge on Parcels A-1 and B shall not violate any city or county building and/or fire codes.
- c. Except as otherwise provided for in this paragraph, Parcel A-1 Owner and Parcel B Owner shall jointly maintain the Pedestrian Bridge and cooperate

in any necessary repairs to the Pedestrian Bridge. The cost of such maintenance or repairs shall be shared equally between Parcel A-1 Owner and Parcel B Owner.

5. Miscellaneous. The Agreement remains in full force and effect. In the event a Party fails to fulfill its obligations as set forth herein, it will be considered a material breach of this Agreement if the Party does not cure the default within sixty (60) days after receiving written notice of non-compliance with this Agreement. This Amendment is binding on the parties' successors and assigns. This Amendment may be executed in any number of counterparts, all of which are considered one and the same Amendment notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Amendment which are transmitted by either or both electronic or telephonic means (including, without limitation, .pdf and DocuSign) are valid for all purposes. Any party shall, however, deliver an original signature of this Amendment to any other party upon request. Each Parcel Owner is responsible for recording this Amendment for each of its Parcels. If any provision of the Agreement is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions must not be impaired or affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain that certain part, term or provision held to be illegal, invalid or unenforceable.

6. First Amended and Restated Reciprocal Access Easement Agreement. All other sections besides Sections 3 and 7 of the First Amended and Restated Reciprocal Access Easement Agreement dated 28 December 2000 remain in effect and are unaltered.

[The balance of this page is intentionally left blank.]

IN WITNESS THEREOF, the Parcel Owners have executed this Amendment as of the date first set forth above.

Sierra Health & Life Insurance Co., Inc.
a Nevada Corporation;

By [Signature]

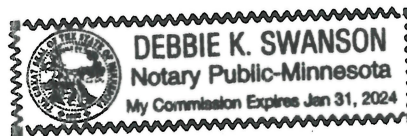
Printed Name: _____

Title Adam Wilford
Authorized Signatory

State of Minnesota)
)
County of Hennepin) ss.

On February 14, 2022, personally appeared before me, a notary public, Adam Wilford personally known to me or proven to be the person whose name is subscribed to the above instrument who acknowledge that he/she executed the instrument.

Debbie K. Swanson
Signature



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Health Plan of Nevada, Inc.,
a Nevada Corporation;

By _____

Printed Name: _____

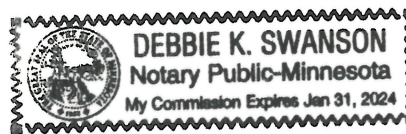
Title _____

Adam Wilford
Authorized Signatory

State of Minnesota)
)
County of Hennepin) ss.

On February 14, 2022, personally appeared before me, a notary public,
Adam Wilford, personally known to me or proven to be the person whose name is subscribed
to the above instrument who acknowledge that he/she executed the instrument.

Debbie K. Swanson
Signature



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Leumi B, LLC,
a Nevada Company;

By _____

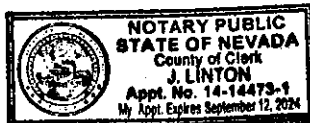
Printed Name: Ben Leumi

Title Managing member

State of Nevada)
) ss.
County of Clark)

On FEBRUARY 11th, 2022, personally appeared before me, a notary public,
Ben Leumi, personally known to me or proven to be the person whose name is subscribed
to the above instrument who acknowledge that he/she executed the instrument.

Signature _____



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By _____

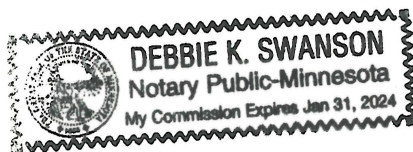
Printed Name: _____

Adam Wilford
Authorized Signatory

[illegible]

On February 14, 2022, personally appeared before me, a notary public, Adam Wilford, personally known to me or proven to be the person whose name is subscribed to the above instrument who acknowledge that he/she executed the instrument.

Debbie K. Swanson
Signature



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2716 N. Tenaya Vacant Parcel, LLC,
a Nevada limited liability company

By Cruz Palomero

Printed Name: Quynh Palomino

Title Manager

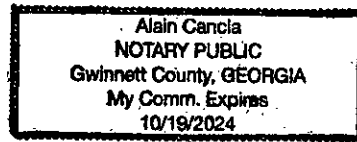
State of Georgia)

SS.

County of Fulton

On March 31st, 2022, personally appeared before me, a notary public, Dorothy Palomino, personally known to me or proven to be the person whose name is subscribed to the above instrument who acknowledge that he/she executed the instrument.

Signature



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By

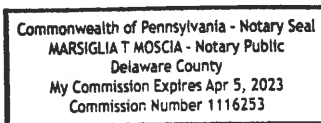
Printed Name: CHERYL K. RAMAGANO

Title TREKLER

State of Nevada)
County of Clark) ss.
Montgomery/

On 16 FEBRUARY, 2022, personally appeared before me, a notary public, CHERYL K. RANAYAND, personally known to me or proven to be the person whose name is subscribed to the above instrument who acknowledge that he/she executed the instrument.

Signature



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P R H X X X V, LLC,
A Delaware company;

By 

Printed Name: MARC BARNARD

Title MANAGER

State of Nevada)
)
County of Clark) ss.

On _____, 2022, personally appeared before me, a notary public,
_____, personally known to me or proven to be the person whose name is subscribed
to the above instrument who acknowledge that he/she executed the instrument.

Signature

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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On February 15, 2022 before me, Lisa J. Barrett,
Date Here Insert Name and Title of the Officer
personally appeared Marc Barmazel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit A

A-2 and B Owner (Leumi) Legal for 2724 North Tenaya Way:

2724 North Tenaya Way, Las Vegas, NV

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

PARCEL I:

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. ALSO BEING A PORTION OF LOT 4 IN BLOCK 1 OF THE RE- SUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, A COMMERCIAL SUBDIVISION, RECORDED IN PLATS [BOOK 47 PAGE 35](#), CLARK COUNTY, NEVADA, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PEAK DRIVE AND THE CENTERLINE OF TENAYA WAY; THENCE SOUTH 00°02'37" WEST ALONG THE CENTERLINE OF TENAYA WAY 40.07 FEET;
THENCE DEPARTING SAID CENTERLINE OF TENAYA WAY SOUTH 89°57'23" EAST 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF TENAYA WAY;
THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 00°02'37" WEST 296.66 FEET TO A POINT OF TANGENCY; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1207.37 FEET AN ARC LENGTH OF 73.79 FEET, CONCAVE TO THE WEST, THROUGH A CENTRAL ANGLE OF 03°30'06" TO A POINT WHERE THE RADIUS BEARS NORTH 86°27'20" WEST;
THENCE DEPARTING THE EAST RIGHT OF WAY OF TENAYA WAY SOUTH 86°00'00" EAST 265.43 FEET; THENCE SOUTH 76°59'07" EAST 76.58 FEET;
THENCE SOUTH 86°00'00" EAST 213.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04°00'00" EAST 230.00 FEET;
THENCE SOUTH 86°00'00" EAST 240.07 FEET;
THENCE SOUTH 04°00'00" WEST 230.00 FEET;
THENCE NORTH 86°00'00" WEST 240.07 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS PARCEL B OF THAT CERTAIN RECORD OF SURVEY AS SHOWN BY MAP THEREOF ON [FILE 94 OF SURVEYS PAGE 96](#) OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THE DEED RECORDED NOVEMBER 02, 2016 IN [BOOK 20161102 AS INSTRUMENT NO. 03300](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL II:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, ALSO BEING A PORTION OF LOT A OF THE LAS VEGAS TECHNOLOGY CENTER, A COMMERCIAL SUBDIVISION, RECORDED IN [FILE 94, PAGE 96](#) OF SURVEYS, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PEAK DRIVE AND THE CENTERLINE OF TENAYA WAY; THENCE SOUTH 00°02'37" WEST ALONG THE CENTERLINE OF TENAYA WAY 40.07 FEET;
THENCE DEPARTING SAID CENTERLINE OF TENAYA WAY SOUTH 89°57'23" EAST 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TENAYA WAY;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°02'37" WEST 21.55 FEET TO THE BEGINNING OF A 21.69 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 92°13'13" WHICH A RADIAL LINE BEARS SOUTH 79°02'24" EAST, SAID POINT ALSO BEING A POINT ON THE BACK OF AN EXISTING SIDEWALK; THENCE NORTHEASTERLY ALONG SAID BACK OF SIDEWALK 34.90 FEET;
THENCE NORTH 00°00'02" WEST 5.01 FEET TO A POINT ON THE BACK OF AN EXISTING CURB;
THENCE ALONG SAID BACK OF CURB NORTH 89°59'28" EAST 156.34 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 93°54'33";
THENCE SOUTHEASTERLY ALONG SAID CURVE 19.67 FEET;
THENCE SOUTH 03°54'01" WEST 201.71 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID EXISTING BACK OF CURB SOUTH 85°55'06" EAST 382.72 FEET; THENCE SOUTH 04°00'00" WEST 180.66 FEET;
THENCE NORTH 86°00'00" WEST 213.61 FEET;
THENCE NORTH 76°59'07" WEST 76.58 FEET;
THENCE NORTH 86°00'00" WEST 41.87 FEET TO A POINT ON THE WEST EDGE OF AN EXISTING SIDEWALK;
THENCE ALONG THE WEST EDGE OF SAID EXISTING SIDEWALK NORTH 03°03'10" EAST 8.04 FEET TO A POINT ON THE BACK OF THE AFORESAID EXISTING CURB;
THENCE DEPARTING SAID WEST EDGE OF SIDEWALK AND ALONG SAID BACK OF CURB NORTH 85°30'44" WEST 5.65 FEET TO THE BEGINNING OF A 46.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 89°24'45";
THENCE NORTHWESTERLY ALONG SAID CURVE 71.79 FEET;
THENCE NORTH 03°54'01" EAST 115.20 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS PARCEL A-2 OF THAT CERTAIN RECORD OF SURVEY AS SHOWN BY MAP THEREOF ON FILE 113 OF SURVEYS, PAGE 66 OF OFFICIAL RECORDS.

**A-1 Owner (Health Plan Nevada, Inc. and Sierra Health & Life Insurance Co.) AND
C Owner (Sierra Health Services Inc.):**

Parcel "A"

A parcel of land being a portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada. Also being a portion of Lot 4 in Block 1 of the re-subdivision of a portion of the Las Vegas Technology Center, a Commercial Subdivision recorded in Plats Book 47 Page 35, Clark County, Nevada, Official Records. This legal description and map also supersedes the Record of Surveys File 68, Page 77, described as follows:

COMMENCING at the intersection of the centerline of Peak Drive and the centerline of Tenaya Way; Thence South 00°02'37" West along the centerline of Tenaya Way 40.07 feet; Thence departing said centerline of Tenaya Way South 89°57'23" East 40.00 feet to a point on the East right-of-way of Tenaya Way and the POINT OF BEGINNING; Thence along said East right-of-way South 00°02'37" West 296.66 feet to a point of tangency; Thence curving right along the arc of a curve having a radius of 1207.37 feet an arc length of 73.79 feet concave to the West, through a central angle of 03°30'06" to a point where the radius point bears North 86°27'20" West; Thence departing the East right-of-way of Tenaya Way South 86°00'00" East 265.43 feet; Thence South 76°59'07" East 76.58 feet; Thence South 86°00'00" East 213.61 feet; Thence North 04°00'00" East 230.00 feet; Thence South 86°00'00" East 240.07 feet; Thence South 04°00'00" West 265.00 feet; Thence South 86°00'00" East 301.03 feet to a point on the Westerly right of way of Oran K. Gragson Highway United States 95, same point being on a non-tangent curve where the radius point bears South 77°53'03" West; Thence along said curve curving left concave to the Southwest having a radius of 9900.00 feet an arc distance of 321.70 feet through a central angle of 01°51'42" to a point of tangency; Thence North 13°58'39" West 131.57 feet; Thence North 15°31'01" West 176.89 feet; Thence departing the west right of way Oran K. Gragson United States 95 South 84°04'34" West 634.06 feet; Thence North 89°57'23" West 298.29 feet to a point on the East right of way of Tenaya Way; Thence along said right of way South 07°10'13" West 52.97 feet to the POINT OF BEGINNING.

Parcel "B"

A parcel of land being a portion of the Southeast Quarter (SE 1/4) of Section 15 Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County; Nevada. Also being a portion of Lot 4 in Block 1 of the re-subdivision of a portion of the Las Vegas Technology Center, a Commercial Subdivision recorded in Plats Book 47 Page 35, Clark County, Nevada, Official Records. This legal description and map also supersedes the Record of Surveys File 68, Page 77, described as follows.

COMMENCING at the intersection of the centerline of Peak Drive and the centerline of Tenaya Way; Thence South 00°02'37" West along the centerline of Tenaya Way 40.07 feet; Thence departing said centerline of Tenaya Way South 89°57'23" East 40.00 feet to a point on the East right of way of Tenaya Way; Thence along said East right of way South 00°02'37" West 296.66 feet to a point of tangency; Thence curving to the right along the arc of a curve having a radius of 1207.37 feet an arc length of 73.79 feet, concave to the West, through a central angle of 03°30'06" to a point where the radius point bears North 86°27'20" West; Thence departing the East right of way of Tenaya Way South 86°00'00" East 265.43 feet; Thence South 76°59'07" East 76.58 feet; Thence South 86°00'00" East 213.61 feet to the POINT OF BEGINNING; Thence North 04°00'00" East 230.00 feet; Thence South 86°00'00" East 240.07 feet; Thence South 04°00'00" West 230.00 feet; Thence North 86°00'00" West 240.07 feet to the POINT OF BEGINNING.

Parcel "C"

A parcel of land being a portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada. Also being a portion of Lot 4 in Block 1 of the re-subdivision of a portion of the Las Vegas Technology Center, a

Commercial Subdivision recorded in Plats Book 47, Page 35, Clark County, Nevada Official Records. This legal description and map also supersedes the Record of Surveys File 68, Page 77, described as follows:

COMMENCING at the intersection of the centerline of Peak Drive and the centerline of Tenaya Way; Thence South $00^{\circ}02'37''$ West along the centerline of Tenaya Way 40.07 feet; Thence departing said centerline of Tenaya Way South $89^{\circ}57'23''$ East 40.00 feet to a point on the East right of way of Tenaya Way; Thence along said East right of way South $00^{\circ}02'37''$ West 296.66 feet to a point of tangency; Thence curving to the right along the arc of a curve having a radius of 1207.37 feet an arc length of 73.79 feet, concave to the West, through a central angle of $03^{\circ}30'06''$ to a point where the radius point bears North $86^{\circ}27'20''$ West, same point being the POINT OF BEGINNING; Thence continuing along said arc an arc distance of 82.04 feet through a central angle of $03^{\circ}53'36''$ to a point where the radius point bears North $82^{\circ}33'44''$ West; Thence departing said East right-of-way of Tenaya Way South $86^{\circ}00'00''$ East 796.88 feet Thence North $04^{\circ}00'00''$ East 70.00 feet; Thence North $86^{\circ}00'00''$ West 453.68 feet; Thence North $76^{\circ}59'00''$ West 76.58 feet; Thence North $86^{\circ}00'00''$ West 265.43 feet to the POINT OF BEGINNING.

Parcel "D"

A parcel of land being a portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada. Also being a portion of Lot 4 in Block 1 of the re-subdivision of a portion of the Las Vegas Technology Center, a Commercial Subdivision recorded in Plats Book 47, Page 35, Clark County, Nevada, Official Records. This legal description and map also supersedes the Record of Surveys File 68, Page 77, described as follows:

COMMENCING at the intersection of the centerline of Peak Drive and the centerline of Tenaya Way; Thence South $00^{\circ}02'37''$ West along the centerline of Tenaya Way 40.07 feet; Thence departing said centerline of Tenaya Way South $89^{\circ}57'23''$ East 40.00 feet to a point on the East right-of-way of Tenaya Way; Thence along said East right-of-way South $00^{\circ}02'37''$ West 296.66 feet to a point of tangency; Thence curving to the right along the arc of a curve having a radius of 1207.37 feet an arc length of 155.83 feet concave to the West, through a central angle of $07^{\circ}23'42''$ to a point where the radius point bears North $82^{\circ}33'44''$ West, same point being the POINT OF BEGINNING; Thence continuing along said arc an arc distance of 260.33 feet through a central angle of $12^{\circ}21'23''$ to a point where the radius point bears North $70^{\circ}12'20''$ West, same point being a tangent point with a reverse curve concave to the East and having a radius point that bears South $70^{\circ}12'20''$ East. Thence curving to the right along a curve having a radius of 20.00 feet, an arc distance of 30.60 feet, through a central angle of $87^{\circ}39'53''$ to a point of tangency on the Northerly right of way of Box Canyon Drive; Thence along said right of way South $67^{\circ}52'13''$ East 402.68 feet; Thence departing said right of way North $22^{\circ}06'13''$ East 62.59 feet; Thence South $86^{\circ}00'00''$ East, 64.23 feet; Thence North $04^{\circ}00'00''$ East 346.49 feet; Thence North $86^{\circ}00'00''$ West 435.97 feet to the POINT OF BEGINNING.

Parcel "E"

A parcel of land being a portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada. Also being a portion of Lot 4 in Block 1 of the re-subdivision of a portion of the Las Vegas Technology Center, a Commercial Subdivision recorded in Plats Book 47, Page 35, Clark County, Nevada, Official Records. This legal description and map also supersedes the Record of Surveys File 68, Page 77, described as follows:

COMMENCING at the intersection of the centerline of Peak Drive and the centerline of Tenaya Way; Thence South $00^{\circ}02'37''$ West along the centerline of Tenaya Way 40.07 feet; Thence departing said centerline of Tenaya Way South $89^{\circ}57'23''$ East 40.00 feet to a point on the East right of way of Tenaya Way; Thence along said East right of way South $00^{\circ}02'37''$ West 296.66 feet to a point of tangency; Thence curving right along the arc of a curve having a radius of 1207.37 feet an arc length of 73.79 feet concave to the West, through a central angle of $03^{\circ}30'06''$ to a point where the radius point bears North $86^{\circ}27'20''$ West; Thence departing the East right of way of Tenaya Way South $86^{\circ}00'00''$ East 265.43 feet; Thence South $76^{\circ}59'07''$ East 76.58 feet; Thence South $86^{\circ}00'00''$ East 453.68 feet; Thence South $04^{\circ}00'00''$ West 35.00 feet to the POINT OF BEGINNING; Thence continuing South $04^{\circ}00'00''$ West 35.00 feet; Thence North $86^{\circ}00'00''$ West 360.91 feet; Thence South $00^{\circ}00'00''$ West 346.49 feet; Thence North $86^{\circ}00'00''$ West 64.23 feet; Thence South $22^{\circ}06'13''$ West 62.59 feet to a point on the Northerly right of way of Box Canyon Drive. same point being a point on a curve where the radius point bears South $22^{\circ}07'47''$ West; Thence along said curve concave to the Southwest, curving right an arc length of 366.57 feet through a central angle of $43^{\circ}37'14''$ to a point of tangency; Thence South $24^{\circ}14'59''$ East 63.83 feet; Thence departing said Northerly right of way of Box Canyon Drive North $65^{\circ}43'29''$ East 629.72 feet to a point on the West right of way of Oran K. Gragson Highway United States 95; same point being on a non-tangent curve where the radius point bears South $80^{\circ}27'02''$ West concave to the Southwest; Thence curving left along said curve having a radius of 9900.00 feet an arc distance of 443.40 feet through a central angle of $02^{\circ}33'58''$ to a point where the radius point bears South $77^{\circ}53'03''$ West; Thence departing said West right of way of Oran K. Gragson Highway United States 95 North $86^{\circ}00'00''$ West 301.03 feet to the POINT OF BEGINNING.

Parcel "F"

A parcel of land being a portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East. M.D.M., City of Las Vegas, Clark County, Nevada. Also being a portion of Lot 4 in Block 1 of the re-subdivision of a portion of the Las Vegas Technology Center, a Commercial Subdivision recorded in Plats Book 47 Page 35, Clark County, Nevada Official Records.

COMMENCING at the intersection of the centerline of Peak Drive and the centerline of Tenaya Way; Thence South $00^{\circ}02'37''$ West along the centerline of Tenaya Way 40.07 feet; Thence departing said centerline of Tenaya Way South $89^{\circ}57'23''$ East 40.00 feet to a point on the East right of way of Tenaya Way; Thence along said East right of way South $00^{\circ}02'17''$ West 296.66 feet to a point of tangency; Thence curving right along the arc of a curve having a radius of 1207.37 feet an arc length of 416.21 feet concave to the West, through a central angle of

19°45'05" to a point where the radius point bears North 70°12'20" West, same point being a tangent point with a reverse curve concave to the East and having a radius point that bears South 70°12'20" East; Thence curving to the right along a curve having a radius of 20.00 feet. an arc distance of 30.60 feet, through a central angle of 87°39'53" to a point of tangency on the Northerly right of way of Box Canyon Drive; Thence along said right of way South 67°52'13" East 402.68 feet to a point on a tangent curve; Thence curving right, concave to the Southwest an arc length of 366.57 feet through a central angle of 43°37'14" to a point of tangency; Thence South 24°14'59" East 63.83 feet to the POINT OF BEGINNING; Thence continuing South 24°14'59" East 224.20 feet to a point of tangency; Thence curving right concave to the West along a curve having a radius of 530.00 feet. an arc length of 228.69 feet through a central angle of 24°43'20" to a point where the radius point bears South 89°31'39" East; Thence departing said right away of Box Canyon Drive South 62°21'33" East 620.58 feet to a point on the Westerly right of way of Oran K. Gragson Highway United States 95 same point being on a non-tangent curve where the radius point bears South 86°07'28" West; Thence along said curve curving left, concave to the West, having a radius of 9900.00 feet. an arc length of 980.38 feet through a central angle of 05°40'26" to a point where the radius point bears South 80°27'02" West; Thence departing the Westerly right of way of Oran K. Gragson Highway United States 95; Thence South 65°43'29" West 629.72 feet to the POINT OF BEGINNING.

A-3 Owner (2716 N Tenaya Vacant Parcel, LLC):

PARCEL I:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, NEVADA, ALSO BEING A PORTION OF LOT FOUR (4) IN BLOCK ONE (1) OF THE RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, A COMMERCIAL SUBDIVISION RECORDED IN BOOK 47 OF PLATS, PAGE 35, AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 04, 1991 IN BOOK 910204 AS INSTRUMENT NO. 00450 AND ALSO AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JULY 09, 1991 IN BOOK 910709 AS INSTRUMENT NO. 00574 CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO BEING A PORTION OF LOT "A" OF THE RECORD OF SURVEY, SIERRA HEALTH SERVICES, RECORDED IN FILE 94 OF SURVEYS, PAGE 96 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 25, 1998 IN BOOK 980625 AS INSTRUMENT NO. 01312 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PEAK DRIVE AND THE CENTERLINE OF TENAYA WAY;

THENCE SOUTH 00°02'37" WEST ALONG THE CENTERLINE OF TENAYA WAY 40.07 FEET; THENCE DEPARTING SAID CENTERLINE OF TENAYA WAY SOUTH 89°57'23" EAST 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TENAYA WAY;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°02'37" WEST 21.55 FEET TO THE BEGINNING OF A 21.69 FOOT RADIUS NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 92°13'13" WHICH A RADIAL LINE BEARS SOUTH 79°02'24" EAST, SAID POINT ALSO BEING A POINT ON THE BACK OF AN EXISTING SIDEWALK AND BEING THE POINT OF BEGINNING;

THENCE NORTHEASTERLY ALONG SAID CURVE AND BACK OF SIDEWALK 34.90 FEET; THENCE NORTH 00°00'32" WEST 5.01 FEET TO A POINT ON THE BACK OF AN EXISTING CURB;

THENCE ALONG THE BACK OF CURB NORTH 89°59'28" EAST 156.34 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 93°54'33";

THENCE SOUTHEASTERLY ALONG SAID CURVE 19.67 FEET;

THENCE SOUTH 03°54'01" WEST 316.91 FEET TO THE BEGINNING OF A 46.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 89°24'45";

THENCE SOUTHEASTERLY ALONG SAID CURVE 71.79 FEET;

THENCE SOUTH 85°30'44" EAST 5.65 FEET TO A POINT ON THE WEST EDGE OF AN EXISTING SIDEWALK;

THENCE DEPARTING SAID EXISTING BACK OF CURB AND ALONG SAID EXISTING WEST EDGE OF SIDEWALK SOUTH 03°03'10" WEST 8.04 FEET;

THENCE DEPARTING SAID WEST EDGE OF SIDEWALK NORTH 86°00'00" WEST 223.55 FEET TO THE BEGINNING OF A 1207.37 FOOT RADIUS NON-TANGENT CURVE, CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 03°30'06" WHICH A RADIAL LINE BEARS NORTH 86°27'20" WEST, SAID POINT ALSO BEING A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF TENAYA WAY;

THENCE NORTHWESTERLY ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF TENAYA WAY 73.79 FEET;

THENCE NORTH 00°02'37" EAST 275.11 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED JANUARY 12, 2007 IN BOOK 20070112 AS INSTRUMENT NO. 03192, OFFICIAL RECORDS.

SAID LAND IS BEING FURTHER DESCRIBED AS PARCEL "A-3" OF THAT CERTAIN RECORD OF SURVEY, SIERRA HEALTH SERVICES, INC., AS SHOWN BY MAP THEREOF ON FILE IN FILE 113 OF SURVEYS, PAGE 66 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

EASEMENTS FOR MUTUAL AND RECIPROCAL USE, ACCESS AND MAINTENANCE OF A MAIN ENTRY ROAD, SERVICE ROAD, INGRESS, EGRESS, PARKING AND UTILITIES, AS DESCRIBED AND DISCLOSED IN THAT CERTAIN DECLARATION OF EASEMENT RECORDED DECEMBER 17, 1993 IN BOOK 931217 OF OFFICIAL RECORDS, AS DOCUMENT NO. 02221, AND THAT CERTAIN RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED JUNE 30, 1998 IN BOOK 980630 OF OFFICIAL RECORDS, AS DOCUMENT NO. 03766, AS AMENDED BY THAT FIRST AMENDED AND RESTATED RECIPROCAL ACCESS EASEMENT AGREEMENT, DATED AS OF DECEMBER 28, 2000, AND RECORDED ON DECEMBER 28, 2000 IN BOOK 20001228 OF OFFICIAL RECORDS, AS DOCUMENT NO. 01394, CLARK COUNTY, NEVADA RECORDS.

D Owner (Tenaya Medical Properties LLC):

PARCEL ONE (1):

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. ALSO BEING A PORTION OF LOT 4 IN BLOCK 1 OF THE RE-SUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, A COMMERCIAL SUBDIVISION RECORDED IN PLATS BOOK 47, PAGE 35 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 04, 1991 IN BOOK 910204 AS INSTRUMENT NO. 00450, CLARK COUNTY, NEVADA, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PEAK DRIVE AND THE CENTERLINE OF TENAYA WAY; THENCE SOUTH $00^{\circ}02'37''$ WEST ALONG THE CENTERLINE OF TENAYA WAY 40.07 FEET; THENCE DEPARTING SAID CENTERLINE OF TENAYA WAY SOUTH $89^{\circ}57'23''$ EAST 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF TENAYA WAY; THENCE ALONG SAID EAST RIGHT-OF-WAY SOUTH $00^{\circ}02'37''$ WEST 296.66 FEET TO A POINT OF TANGENCY; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1207.37 FEET AN ARC LENGTH OF 155.83 FEET CONCAVE TO THE WEST, THROUGH A CENTRAL ANGLE OF $07^{\circ}23'42''$ TO A POINT WHERE THE RADIUS POINT BEARS NORTH $82^{\circ}33'44''$ WEST, SAME POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ARC AN ARC DISTANCE OF 260.38 FEET THROUGH A CENTRAL ANGLE OF $12^{\circ}21'23''$ TO A POINT WHERE THE RADIUS POINT BEARS NORTH $70^{\circ}12'20''$ WEST, SAME POINT BEING A TANGENT POINT WITH A REVERSE CURVE CONCAVE TO THE EAST AND HAVING A RADIUS POINT THAT BEARS SOUTH $70^{\circ}12'20''$ EAST; THENCE CURVING TO THE RIGHT ALONG A CURVE HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 30.60 FEET, THROUGH A CENTRAL ANGLE OF $87^{\circ}39'53''$ TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT OF WAY OF BOX CANYON DRIVE; THENCE ALONG SAID RIGHT OF WAY SOUTH $67^{\circ}52'13''$ EAST 402.68 FEET; THENCE DEPARTING SAID RIGHT OF WAY

NORTH 22°06'13" EAST 62.59 FEET; THENCE SOUTH 86°00'00" EAST 64.23 FEET;
THENCE NORTH 04°00'00" EAST 346.49 FEET; THENCE NORTH 86°00'00" WEST
435.97 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY
IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 08, 2001 IN BOOK 20011108
AS INSTRUMENT NO. 01585, OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.
FURTHER DESCRIBED AS PARCEL D OF THAT CERTAIN RECORD OF SURVEY AS
SHOWN BY MAP THEREOF ON FILE 94 OF SURVEYS, PAGE 96 AND AMENDED BY
THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 25, 1998 IN BOOK
980625 AS INSTRUMENT NO. 01312 OF OFFICIAL RECORDS.

PARCEL TWO (2):

AN EASEMENT FOR THE MUTUAL RECIPROCAL USE, ACCESS AND MAINTENANCE
OF A MAIN ENTRY ROAD, SERVICE ROAD, PEDESTRIAN TRAFFIC BRIDGE,
INGRESS, EGRESS, PARKING AND UTILITIES, AS DESCRIBED AND DISCLOSED IN
THAT CERTAIN "RECIPROCAL ACCESS EASEMENT AGREEMENT" DATED AS OF
JUNE 30, 1998 AND RECORDED ON JUNE 30, 1998 IN BOOK 980630 OF OFFICIAL
RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 03766, AND IN A
DOCUMENT ENTITLED "DECLARATION OF EASEMENT" RECORDED DECEMBER 17,
1993 IN BOOK 931217 AS DOCUMENT NO. 02221 OF OFFICIAL RECORDS, AS
AMENDED BY A FIRST AMENDED AND RESTATED RECIPROCAL ACCESS
EASEMENT AGREEMENT RECORDED DECEMBER 28, 2000 IN BOOK 20001228 AS
DOCUMENT NO. 01394, OF OFFICIAL RECORDS.

E Owner (2716 North Tenaya Loan No 1, LLC):

PARCEL I:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF
THE SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS
VEGAS, NEVADA, ALSO BEING A PORTION OF LOT FOUR (4) IN BLOCK ONE (1) OF
THE RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, A
COMMERCIAL SUBDIVISION RECORDED IN BOOK 47 OF PLATS, PAGE 35, CLARK
COUNTY, NEVADA OFFICIAL RECORDS. THIS LEGAL DESCRIPTION AND MAP
ALSO SUPERSEDES THE RECORD OF SURVEY IN FILE 68 OF SURVEYS, PAGE 77,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PEAK DRIVE AND
THE CENTERLINE OF TENAYA WAY;

THENCE SOUTH 00° 02' 37" WEST ALONG THE CENTERLINE OF TENAYA WAY 40.07
FEET;

THENCE DEPARTING SAID CENTERLINE OF TENAYA WAY SOUTH 89° 57' 23" EAST,
40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF TENAYA WAY;

THENCE ALONG THE EAST RIGHT-OF-WAY SOUTH 00° 02' 37" WEST 296.66 FEET TO A POINT OF TANGENCY;

THENCE CURVING ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1207.37 FEET AN ARC LENGTH OF 73.79 FEET CONCAVE TO THE WEST, THROUGH A CENTRAL ANGLE OF 03° 30' 06" TO A POINT WHERE THE RADIUS POINT BEARS NORTH 86° 27' 20" WEST;

THENCE DEPARTING THE EAST RIGHT-OF-WAY OF TENAYA WAY SOUTH 86° 00' 00" EAST 265.43 FEET;

THENCE SOUTH 76° 59' 07" EAST 76.58 FEET;

THENCE SOUTH 86° 00' 00" EAST 453.68 FEET;

THENCE SOUTH 04° 00' 00" WEST 35.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 04° 00' 00" WEST 35.00 FEET;

THENCE NORTH 86° 00' 00" WEST 360.91 FEET;

THENCE SOUTH 04° 00' 00" WEST 346.49 FEET;

THENCE NORTH 86° 00' 00" WEST 64.23 FEET;

THENCE SOUTH 22° 06' 13" WEST 62.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF BOX CANYON DRIVE, THE SAME POINT BEING A POINT ON A CURVE WHERE THE RADIUS POINT BEARS SOUTH 22° 07' 47" WEST;

THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, HAVING A 481.49 FOOT RADIUS, CURVING RIGHT AN ARC LENGTH OF 366.57 FEET THROUGH A CENTRAL ANGLE OF 43° 37' 14" TO A POINT OF TANGENCY;

THENCE SOUTH 24° 14' 59" EAST 63.83 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY OF BOX CANYON DRIVE NORTH 65° 43' 29" EAST 629.72 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF ORAN K. GRAGSON HIGHWAY UNITED STATES 95, THE SAME POINT BEING ON A NON-TANGENT CURVE WHERE THE RADIUS POINT BEARS SOUTH 80° 27' 02" WEST CONCAVE TO THE SOUTHWEST;

THENCE CURVING LEFT ALONG SAID CURVE HAVING A RADIUS OF 9900.00 FEET AN ARC DISTANCE OF 443.40 FEET THROUGH A CENTRAL ANGLE OF 02° 33' 58" TO A POINT WHERE THE RADIUS POINT BEARS SOUTH 77° 53' 03" WEST;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY OF ORAN K. GRAGSON HIGHWAY UNITED STATES 95 NORTH 86° 00' 00" WEST 301.03 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 12, 2007 IN BOOK 20070112 AS INSTRUMENT NO. 03192 OF OFFICIAL RECORDS.

SAID LAND IS BEING FURTHER DESCRIBED AS PARCEL "E" OF THAT CERTAIN RECORD OF SURVEY, SIERRA HEALTH SERVICES, AS SHOWN BY MAP THEREOF ON FILE IN FILE 94 OF SURVEYS, PAGE 96 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND BY CERTIFICATE OF AMENDMENT RECORDED JUNE 25, 1998 IN BOOK 980625 AS DOCUMENT NO. 01312 OFFICIAL RECORDS.

PARCEL II:

EASEMENTS FOR MUTUAL AND RECIPROCAL USE, ACCESS AND MAINTENANCE OF A MAIN ENTRY ROAD, SERVICE ROAD, INGRESS, EGRESS, PARKING AND UTILITIES, AS DESCRIBED AND DISCLOSED IN THAT CERTAIN DECLARATION OF EASEMENT RECORDED DECEMBER 17, 1993 IN BOOK 931217 OF OFFICIAL RECORDS, AS DOCUMENT NO. 02221, AND THAT CERTAIN RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED JUNE 30, 1998 IN BOOK 980630 OF OFFICIAL RECORDS, AS DOCUMENT NO. 03766, AS AMENDED BY THAT FIRST AMENDED AND RESTATED RECIPROCAL ACCESS EASEMENT AGREEMENT, DATED AS OF DECEMBER 28, 2000, AND RECORDED ON DECEMBER 28, 2000 IN BOOK 20001228 OF OFFICIAL RECORDS, AS DOCUMENT NO. 01394, CLARK COUNTY, NEVADA RECORDS.

Exhibit B

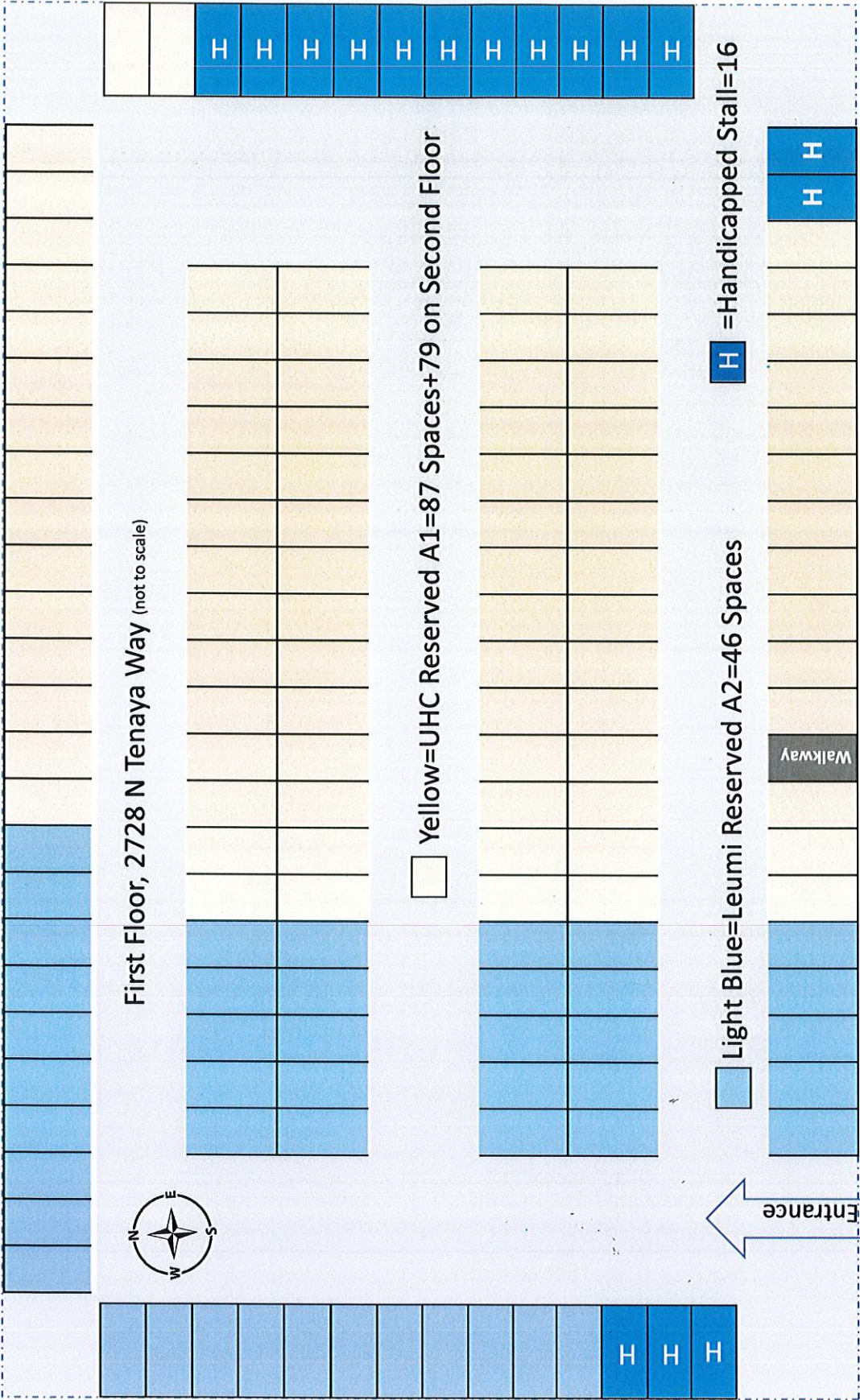


Exhibit C

