

BOARD OF REGENTS

BRIEFING PAPER

1. AGENDA ITEM TITLE: University of Nevada, Reno- Request for Approval of Lease Amendment at Nell J Redfield Building #122 (NJR-122) Suite 100

MEETING DATE: September 7 - 8, 2023

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

Due to prior submission and approval of the lease at the September 2021 Board of Regents meeting, this lease amendment requires Board approval pursuant to Board of Regents Handbook Title 4, Chapter 10, Section 1(9), Table 9.1.

UNR School of Medicine (UNRMed) assigned lease space to Renown Medical School Associates, North, Inc. in the Nell J Redfield Building #122 with a lease agreement on January 11, 2022. (Exhibit 1). It has since been determined that UNRMed was using more of the space than Renown, and the square footage and rental amount needed to be adjusted according to the actual use of the space. A space audit was completed, and the amendment includes the new square footage totals.

Lease Amendment Details (Exhibit 2):

Description of Premises: Square footage reduced from 11,652 to 7,364

Lease Term: Adds option to extend the lease for up to two (2) additional years

Rent: \$2.50 psf per month and \$220,920.00 annually

Indemnification: Added an additional section to specify NRS Chapter 41 applies to any and all indemnification obligations or potential liability of UNR under the lease terms.

Parking Areas: Updated with new parking rates for FY24

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

University of Nevada, Reno President Brian Sandoval requests the Board of Regents' approval for a lease amendment between UNR and Renown Medical School Associates, North, Inc. for Speech Pathology space in the building located at Nell J. Building #122 (NJR-122), Suite 100, in Reno, Nevada.

4. IMPETUS (WHY NOW?):

Following the completion of the space audit, this amendment is needed to modify the lease to reflect the space's use accurately.

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

- ☐ Access (Increase access to higher education)
- ☒ Success (Improve student success)
- ☐ Close Institutional Performance Gaps
- ☒ Workforce (Meet workforce needs in Nevada)
- ☐ Research (Increase solutions-focused research)

- ☐ Coordination, Accountability, and Transparency (Ensure system coordination, accountability, and transparency)
- ☐ Not Applicable to NSHE Strategic Plan Goals

6. INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

UNRSOM and Renown currently have an affiliation agreement in place to the mutual benefit of our students and the community workforce.

7. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- UNRMed and Renown have an affiliation agreement in place, and both parties request to make this change for an updated use of space.
- Federal anti-kickback statutes require fair market value in any lease arrangements between Renown and UNR. As such, the lease needs to reflect the accurate use of the space.
- Potential for additional rental and parking services income 1-2 years beyond the current lease term.

8. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None have been brought forward at this time.

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

Do not approve the amendment, and Renown will continue to pay for space they are not using with a potential anti-kickback violation.

10. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

The Chancellor's Office supports this request.

11. COMPLIANCE WITH BOARD POLICY:

X Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1(9), Table 1.9

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

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

☐ Other: _____

☐ Fiscal Impact: Yes X No _____

Explain: The rents received will be reduced annually by \$128,640 (\$349,560 to \$220,920.00) for the accurate use of the space.

Exhibit 1

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno, hereinafter referred to as "Lessor" and/or "UNR" and RENOWN MEDICAL SCHOOL ASSOCIATES NORTH, INC., hereinafter referred to as "Lessee." Lessor and Lessee may be referred to as a "Party" or collectively as the "Parties." This Lease is effective on October 1, 2021.

WITNESSETH:

WHEREAS, Lessor is the owner of the Premises (defined below in Section 1.1 of this Lease);

WHEREAS, Lessee desires to lease the Premises for the purposes set forth; and

WHEREAS, Lessor and Lessee have separately entered into an Affiliation Agreement dated June 10, 2021, which gives rise to this Lease.

NOW, THEREFORE, Lessor and Lessee, for good and valuable consideration, the sufficiency of which is acknowledged, hereby agree as follows:

1.0 Premises.

1.1 **Description of Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated in the County of Washoe, State of Nevada, and described as Nell J. Redfield Building #122 (NJR-122), Suite 100, Reno, Nevada, 89557 (the "Premises") which are included in that certain building located at 1664 N. Virginia Street, Building Number NJR-122 (the "Building"). The Premises consist of 11,652 rentable square feet, as depicted in Exhibit "A," attached hereto and incorporated herein by this reference. The Building, the real property on which the Building is located (including any adjacent parking structures and parking areas), and the land on which the Building and those areas are located are referred to collectively as the "**Real Property**," which is legally described in **Exhibit "B,"** which is attached hereto and incorporated herein by this reference. The term "Common Area" means those spaces in the Building that are not included in the Premises and are not occupied by any other tenant of the Building.

1.2 **Non-Exclusive Use Areas.** Lessee shall also have the non-exclusive right to use, and have reasonable ingress and egress to, any and all of the common areas of the Building and Real Property including, without limitation, the following areas: common entrances, common areas, lobbies, elevators, stairways and access ways, hallways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, common walkways, and sidewalks.

1.3 **Parking Areas.** The Premises include, for Lessee's exclusive use, Seventeen (17) parking spaces, at the locations shown on Exhibit "A". All parking will be in accordance with applicable UNR parking rules. Current UNR Rates are attached as Exhibit "C". In the event that Lessee's employees, contractors and/or representatives will park in spaces other than the (17) parking spaces described in this section, the employee, contractor and/or representative will be required to purchase a parking pass from UNR. All parking will be in accordance with applicable UNR parking rules.

1.3.1 Lessee agrees the parking lot shall not be used to park trailers, recreational vehicles or any other non-passenger vehicles nor shall it be used to store, work on, maintain, service, wash or detail any vehicle. No vehicle shall be parked in a parking lot overnight. Any use of the parking lot in breach of these terms may result in vehicles being towed at the vehicle owner's expense. Lessee releases, indemnifies, and holds harmless Lessor and Lessor's officers,

employees, and agents from any claims arising from or related to such towing of vehicles including any consequential damages, loss of property, or loss of use of any vehicle or other property. The right to tow a vehicle is in addition to Lessor's rights under the Lease for default or breach of any of the terms hereof.

2.0 Lease Term.

2.1 The term of this Lease shall be for a period of thirty-six months, beginning on October 1, 2021 and ending on September 30, 2024 (the "Initial Lease Term"). If the Lease is terminated prior to the one (1) year anniversary, with or without cause, the Parties may not enter into a new agreement during the first year of the original term of this lease.

3.0 Rent.

3.1 Lessor reserves and Lessee agrees to pay as rent for the Premises and equipment without notice or demand, to Lessor totaling annual rent to Lessor in the amount of Three Hundred Forty-Nine Thousand Five Hundred Sixty and 00/100 Dollars (\$349,560.00). The rent will be based upon an amount equal to Two and 50/100 Dollars (\$2.50) per rentable square foot per month for 11,652 rentable square feet, in advance on the first day of every month that is included in the Lease Term for equal monthly payments of \$29,130.00, commencing October 1, 2021. 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. For all purposes under this Lease, "**Rent**" shall mean any and all sums that may become due and payable from Lessee under this Lease. Rent shall be payable to Lessor at the address specified in Section 20 or at such other address as Lessor may from time to time designate in writing.

3.2 Except for costs of Parking, as identified in Section 1.3 of this Lease, this Lease shall be a full service lease and Lessor shall be responsible at Lessor's sole cost and expense, for all operating costs of the Premises, including, but not limited to, all costs incurred by Lessor for the administration, operation, and maintenance of the Premises, Building and Common Area, including, but not limited to (i) the cost of all utilities supplied to the Premises and the Common Area; (ii) Lessor's insurance; (i) costs incurred in managing the Premises and Common Area; and (iv) the costs of maintenance and repair of the Premises and Common Area.

3.3 The Parties agree that: (a) aggregate rent is set in advance over the term of the lease; (b) rent is the fair market value; (c) rent and space is commercially reasonable and necessary for the legitimate business purpose of the Lease and is used exclusively by the Lessee and is not shared with or used by the Lessor or any person or entity related to the Lessor, except that the Lessee may make payments for the use of space consisting of common areas, and the payments do not exceed the Lessee's pro rata share of expenses for the space based upon the ratio of the space used exclusively by the Lessee to the total amount of space (other than common areas) occupied by all persons using the common areas; (d) rent is not determined in a manner that takes into account the volume or value of referrals. Nothing in this Lease is intended to act as an inducement of or payment for any referral of a patient.

4.0 Use of the Premises.

4.1 Use. Lessee will use and occupy the Premises for the purpose of medical clinic and related operations pursuant to the Affiliation Agreement dated June 10, 2021. Lessee may alter said use to any lawful purpose, upon the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee further covenants and agrees that during the term hereof the Premises, and every part thereof, shall be kept by Lessee in clean and wholesome condition, free of any objectionable noises, odors and nuisances, and that all health and police regulations shall, in all respects and at all times, be fully complied with by Lessee. Lessee will occupy the Premises in a manner consistent with the policies of UNR regarding use
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of University Space as set forth in the University Administrative Manual (<https://www.unr.edu/administrative-manual/5000-5999-general-university-services>), as amended from time to time.

4.1.1 Lessee understands and acknowledges that UNR operates an institution of higher learning and that operations in the Building, the Common Area and property adjacent to the Building and Common Area will be used in accordance with the operation of an institution of higher learning.

4.1.2 Animals, including watchdogs are not allowed in the Premises or on the common areas unless the animal is required to assist a person with a disability. Lessee must provide Lessor with appropriate documentation to substantiate the need for any such service animal. Lessee will be liable for any and all accommodations for such service animal so as not to disrupt the quiet enjoyment of any other lessees or create any nuisance or waste in, on or about the Premises or common areas.

4.2 Compliance with Laws. 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. Lessor shall conform to and comply with all applicable municipal, state, and federal regulations and laws in the operation of the Building and Real Property, including without limitation applicable building and seismic codes, OSHA, environmental, zoning and land use laws, and the Americans with Disabilities Act. In addition, the Lessor shall respond in writing to Lessee complaints within five (5) business days after receipt of a written complaint from Lessee, determine the cause of and remedy any building deficiencies and keep records of inspection, maintenance, and remedial actions and make such records available upon written request to Lessee management and the applicable regulatory agency.

4.3 Hazardous Substances. Lessee shall have no liability or for the presence of use of any Hazardous Substance in, on, or about the Premises prior to Lessee's occupancy of the Premises; and neither shall Lessee have any liability for the violation of any Environmental Law related to the Real Property by Lessor or Lessor's agents, employees, or invitees. Lessor specifically warrants to Lessee that, as of the date of this Lease, there are no Hazardous Substances stored, used or deposited in, on, or about the Building or Real Property except in strict compliance with all applicable Environmental Laws. Lessee may use or locate Hazardous Substances in the Leased Premises to the extent necessary for Lessee's intended use of the Leased Premises. For purposes of this Lease, the following definitions shall apply:

The term "Hazardous Substance" shall mean (i) any chemical, compound, material, mixture, or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "acutely hazardous waste," "radioactive waste", "infectious waste", "bio-hazardous waste", "toxic substance", "pollutant", "toxic pollutant," or "contaminant," as well as any formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity," or "TCLP toxicity"; (ii) petroleum, natural gas, natural gas liquids, liquified natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources; (iii) "hazardous material" as defined in Nevada Revised Statutes § 459.7024; (iv) "pollutant" and "pollution" as defined in Nevada Revised Statutes §§ 445A.400 and 445A.405, respectively; (v) asbestos in any form; (vi) urea formaldehyde foam insulation; (vii) polychlorinated biphenyls (PCBs); (viii) radon; (ix) pesticides and other poisons; (x) lead, mercury, and other heavy metals; (xi) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons

by any Governmental Authority, or which poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment; and (xii) any substance the presence of which requires remediation or investigation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law.

The term "Governmental Authority" shall mean the authority of the United States, the State of Nevada, any political subdivision thereof, any city, any county, and any agency, regulatory body, court, central bank, department, commission, board, bureau, or instrumentality of any of them.

The term "Environmental Laws" shall mean "any and all present and future federal, state, and local laws, ordinances, regulations, permits, guidance documents, policies, and any other requirements of Governmental Authorities relating to health, safety, the environment, or to any Hazardous Substances or Hazardous Substances Activity, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation Recovery Act ("RCRA"), the Hazardous Materials Transportation Act, the Refuse Act, the Toxic Substances Control Act, the Clean Water Act, the Endangered Species Act, the Clean Air Act, the Occupational Health and Safety Act, and the applicable provisions of Chapter 459 of Nevada Revised Statutes and Nevada Revised Statutes Chapter 445, and the rules, regulations, and guidance documents promulgated or published thereunder.

The term "Hazardous Substance Activity" shall mean any actual or proposed use, storage, holding, existence, release (including any spilling, leaking, pumping, pouring, emitting, emptying, dumping, disposing into the environment, and the continuing migration into or through soil, surface water, or groundwater), emission, discharge, generation, processing, abatement, removal, disposition, handling, or transportation to or from the Real Property of any Hazardous Substances from, under, in, into, or on the Real Property or surrounding property, including, without limitation, the movement or migration of any Hazardous Substance from surrounding property or groundwater in, into, or onto the Real Property and any residual Hazardous Substance contamination in, on, or under the Real Property.

5.0 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 Lease Term, or any renewal or extension thereof, Lessee will yield up peaceably the Premises, along with any Lessee improvements, to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted. Notwithstanding the foregoing or any provision of this Lease to the contrary, at the expiration of the Lease Term, Lessee may remove any signage installed by Lessee, and any and all equipment or personal property not attached or affixed to the Premises or Building, as set forth in Section 7.3 below.

6.0 Service to the Premises.

6.1 Except as otherwise set forth in this Lease, this Lease shall be a full service lease. This notwithstanding, Lessee shall be responsible to pay for: (a) telephone installation, services and charges; (b) fixtures and equipment necessary for the conduct of Lessee's business; (c) fixtures, equipment and supplies necessary to comply with state and federal laws governing Lessee's business; (d) pest control for Interior Premises; and (e) security pursuant to Section 6.3 of this Lease.

6.2 Services and utilities shall be furnished or obtained and the cost borne as outlined in Section 6.1. In the event of failure by Lessor to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which Lessor is responsible, Lessee may furnish or obtain

the same if Lessor has not undertaken to correct such failure within five (5) days after written notice to Lessor by Lessee, and, in addition to any other remedy Lessee may have, may deduct the cost thereof, including Lessee's service costs, from Rent.

6.3 Security.

Lessee acknowledges: (i) that the Base Monthly Rent does not include the cost of any security measures for any portion of the Premises, (ii) that Lessor shall have no obligation to provide any such security measures, (iii) that Lessor has made no representation to Lessee regarding the safety or security of the Premises, (iv) Lessee acknowledges Lessor does provide safety building checks through the UNR Police. Lessee assumes all responsibility for the security and safety of Lessee, Lessee's property, and Lessee's employees, customers, invitees, guests, agents, and contractors. Lessee releases Lessor from all claims for damage, loss, or injury to Lessee, Lessee's visitors, and/or to the personal property of Lessee and/or Lessee's visitors, even if such damage, loss, or injury is caused by or results from the criminal or negligent acts of third parties. Lessor will make its best efforts to warn Lessee of any criminal acts or dangerous conduct that has occurred in or near the Premises, but without obligation of Lessor's knowledge of such crimes or conduct. Lessee may install an alarm system with Lessor's prior written approval, including the approval of UNR Policy, in accordance with Section 7 of this Lease. Camera or video systems may only be installed in accordance with applicable law and UNR policies and require the approval of UNR Police prior to installation. No part of any such system shall be mounted on or be visible from the exterior of the Premises or Building. Lessee, at its sole cost and expense, shall be responsible for maintaining the alarm system.

7.0 Alterations, Additions and Improvements:

7.1 Lessee Improvements, Alterations and Additions

7.1.1 Lessee, at Lessee's sole cost and expense, shall cause all alterations, additions, improvements or utility installations in, on or about the Premises desired by Lessee, if any, to be constructed upon the Premises subject to Lessor's prior written consent (which consent shall not be unreasonably withheld, but may be subject to and contingent on compliance with applicable public works requirements) including NRS 108.2403, and upon such reasonable terms and conditions which Lessor may specify. In the event that a mechanic's lien has been filed and recorded against the Premises in connection with any of Lessee's improvements constructed upon the Premises by Lessee, any amount paid by Lessor to remove such a lien shall be an obligation of Lessee as additional rent hereunder. All improvements to the property must be in accordance with the laws, rules and regulations regarding improvements to buildings on the UNR campus. As used in this Paragraph, the term "utility installation" shall include, but not be limited to, plumbing, ducting, power panels, lighting fixtures, space heaters, electrical outlets, conduit and wiring. As a condition to giving such consent, Lessor may require that Lessee agree, upon vacating the Premises, to remove any such alterations, additions, improvements or utility installations and to restore the Premises to its prior condition, at Lessee's sole cost and expense. As a further condition to giving such consent, Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of such improvements, to insure Lessor against any liability for mechanic's and materialmen's liens and to ensure completion of the work.

7.1.2 Unless Lessor requires their removal, as set forth in Section 7.1.1, all alterations, additions, improvements and utility installations (whether or not such utility installations constitute trade fixtures of Lessee) which may be made on the Premises, shall at the expiration or earlier termination of the Lease become the property of Lessor and remain upon and be surrendered with the Premises. Notwithstanding the provisions of this Paragraph, personal property, business and trade fixtures, cabinetwork, furniture, movable partitions, machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee, subject to

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7.1.3 If the Premises are equipped with an air conditioning and heating system, Lessor has designed such system for standard office occupancy only. Such system is NOT designed for excessive traffic, exposure to outside temperatures, excessive equipment, excessive personnel, nor computer room environment. Upgrading of the air conditioning and heating system can be done at Lessee's sole cost and expense according to the provisions of the Lease with prior written authorization of the Lessor.

7.1.4 Lessee understands and agrees that any and all improvements made under this Section 7 must comply with this Lease Agreement and Nevada's construction lien laws, including without limitation NRS 108.2403. Before commencing any work relating to improvements, Lessee shall secure written consent per Section 7.1.5 herein from and notify the Lessor's and University of Nevada, Reno Facilities Services Department in writing of the expected date of commencement of any work thereof. Lessor shall then have the right at any time and from time to time to post and maintain on the Premises such notices as the Lessor reasonably deems necessary to protect the Premises and Lessor from mechanic's liens, materialmen's liens, or any other liens. In any event, Lessee shall pay, when due, all claims for labor or materials furnished to or for Lessee at or for the use in the Premises. Lessee shall not permit any mechanic's or materialmen's liens to be levied against the Building for any labor or materials furnished to the Lessee, or claimed to have been furnished to the Lessee, or to Lessee's agents or contractors in connection with the work of any character performed or claimed to have been performed on the Premises or Building by or at the direction of the Lessee.

7.1.5 Lessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements to the Premises that require building permits or exceed \$2,500 in or about the Premises without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably conditioned, withheld or delayed. In any event, Lessee's improvements shall be accomplished and completed in a workmanlike manner by Nevada licensed contractors, and in compliance with this Lease Agreement and all applicable state, federal, and municipal laws, regulations, and codes, including without limitation those relating to historic preservation.

7.1.6 Alterations, additions, or improvements on or in the Premises at or after the commencement of the Lease Term, shall become part of the Premises and the sole property of Lessor, except that all moveable non-fixtures, or fixtures removed by Lessee and the premises repaired to original condition shall be and remain Lessee's property and shall not become the property of Lessor.

7.2 Signs Lessee shall not place or permit to be placed any advertising, sign, marquee, awning, decoration or other attachment on the common areas, in or on the Building or the real property on which the Building is situated or on the roof, front, windows, doors, or exterior walls of the Premises without the prior written consent of Lessor. Any signage in, on or about the Premises must be approved by Lessor in writing prior to its installation and must be in compliance with the building sign criteria, as applicable. Upon Termination of the Lease, Lessee shall remove said sign and restore the Premises in accordance with the provisions of Paragraph 7.1. Lessor may, without liability, enter upon the Premises or elsewhere and remove and dispose of any such advertising, sign, marquee, awning, decoration or attachment affixed in violation of this Paragraph, and repair the building if necessary, at Lessee's sole cost and expense.

8.0 Lessor's Right of Entry. Lessor shall have the right, with twenty four (24) hours prior written notice, and only during normal business hours, to enter upon the Premises to inspect the same and to make reasonably needed improvements, alterations, and additions to 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. Any such activities by Lessor shall not unreasonably interfere with Lessee's use of the Premises.

9.0 Insurance.

9.1 During the Lease Term, and any extension thereof, Lessor shall maintain and fund a self-insurance program in accordance with and sufficient to cover the Lessor's liability, consistent with Nevada Revised Statutes ("NRS") Chapter 41 as determined by a court of applicable jurisdiction. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage. 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, Chapters 616A-D, or any other related chapters, is not required. Lessor shall maintain appropriate fire and extended coverage policy and other appropriate property insurance on the Building, which may be maintained through a program of self-insurance.

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

9.2.1 Workers' Compensation Insurance. 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 Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

9.2.2 Commercial General Liability Insurance:

- a. Minimum limits required:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.
- c. Lessor is self funded as to its CGL insurance.

9.2.3 Property Insurance: Lessee shall maintain in full force and effect all-risk or "special perils" property insurance insuring Lessee's personal property at the Premises in an amount not less than full replacement cost.

9.2.4 Professional Liability Insurance: Lessee will maintain professional liability insurance or self-insurance covering the operations of any medical clinic, or similar patient care activities, operated on Premises in an amount of not less than One Million Dollars (\$1,000,000.00) in any one occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

9.2.5 Evidence of Insurance: Prior to the start of this Lease, Lessee must provide to Lessor a Certificate of Insurance form with Lessor as a named additional insured to evidence the insurance policies and coverages required by Lessor, except to the extent such coverages are satisfied via self-insurance.

10.0 Indemnification.

10.1 In accordance with, and subject to, the limitations of NRS 41.0305 to NRS 41.039 as determined by a court of applicable jurisdiction, Lessor shall indemnify, defend and hold harmless Lessee from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any negligent, grossly negligent or intentional wrongful act or failure to act by the Lessor or any of its officers or

employees, which may occur during or which may arise out of the performance of this Lease. Lessor shall assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Lessor's indemnity obligation for actions sounding tort may be limited in accordance with the provisions of NRS 41.035 as determined by a court of applicable jurisdiction.

10.2 Lessee shall not be liable for claims arising out of the use of the Common Areas of the Building and parking lots located on the Real Property, unless said claims arise either directly or indirectly from the act or failure to act by Lessee or any of its officers or employees.

10.3 Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any negligent, grossly negligent or intentional wrongful act or failure to act Lessee or any of its officers or employees, which may occur during or which may arise out of the performance of this Lease.

11.0 Assignment and Subletting.

11.1 This Lease shall not be assigned, subleased, or mortgaged in whole or in part without the prior written consent of both Lessor and Lessee.

12.0 Destruction.

12.1 If at any time during the Lease Term, 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 event in question, and thereupon this Lease shall terminate upon Lessee's sole discretion.

12.2 In the event of termination of this Lease under the terms of Sections 12.0 and 13.0 of this Lease, the Lessee shall have a reasonable period of time with which to vacate the Premises.

12.3 All notices sent under the terms of this Section 12.3 shall conform to the provisions of Section 21.6 hereof, entitled "Modification," and Section 20.0 hereof, entitled "Notice."

13.0 Early Termination.

13.1 Fiscal Fund-Out Termination. Notwithstanding any other provision, term or condition of this Lease to the contrary, Lessor, pursuant to Article 9, Section 3 of the Nevada Constitution, or any applicable law enacted by the Nevada legislature, may terminate this Lease in the event of any funding authority fails to appropriate funds to enable the obligations of this Lease to be fulfilled. Such termination shall be effective thirty (30) days after receipt of written notice from Lessor to terminate pursuant to this Section 13.1. Lessor shall not be considered in default of any provision, term or condition of this Lease by terminating this Lease pursuant to this Section 13.1.

14.0 Default by Lessee.

14.1 Default. If any of the following events occur, each such event shall constitute a material breach of this Lease (each, an "**Event of Default**");

14.1.1 A default in the payment of Rent when such default continues for a period of fourteen (14) days after Lessee's receipt of written notice from Lessor; or

14.1.2 Lessee fails to perform its obligations or observe any other covenant or undertaking required of it under this Lease and such failure continues for a period of thirty (30) days after Lessee's receipt of written notice thereof from Lessor specifying such failure; or

14.1.3 Lessee is adjudicated bankrupt; or

14.1.4 Lessee's lease interest is sold under execution of judgment.

14.2 Remedies. Upon an Event of Default, Lessor may, at Lessor's option, exercise any or all rights available to a Lessor under the laws of the State of Nevada. Notwithstanding the foregoing or anything to the contrary contained in this Lease, Lessee shall not be liable for any consequential, indirect, incidental, special, punitive, or exemplary damages, under any circumstances. If this Lease terminates pursuant to a default by Lessee hereunder, Lessor may immediately enter upon and repossess the Premises in accordance with applicable laws and cause any personal property of Lessee to be removed from the Premises and stored in any public warehouse at the risk and expense of Lessee.

15.0 Default by Lessor.

15.1 Default. Lessor shall be in default if Lessor fails to perform its obligations or observe any other covenant or undertaking required of it under this Lease and such failure continues for a period of Thirty (30) days after Lessor's receipt of written notice from Lessee specifying such failure. If the nature of Lessor's obligation is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Lessee's obligation to provide written notice to Lessor of a default by Lessor is limited to those instances where knowledge of Lessor's default is within the actual knowledge of Lessee.

15.2 Remedies. If Lessor fails to cure, or commence the cure of, a prospective default within the thirty (30) day period, Lessee shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law or in equity. Should Lessee elect to cure the default itself, all costs associated with such cure shall be reimbursed by Lessor to Lessee within ninety (90) days of receipt of Lessee's invoice for said costs. However, upon Lessor's failure to so reimburse, at Lessee's option, said costs shall be deducted from Rent due hereunder. If Lessor's default hereunder prevents Lessee's use of the Premises, there shall be an abatement of Rent for the period of such non-use. No remedy or election under this Section 15.2 shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.0 Surrender and Holdover.

At least ninety (90) days prior to the last day of the Term, or any extension(s) thereof, Lessee must provide Lessor with written notice of its intent to terminate the Lease. Lessee shall remove all of its signage in, on or about the Premises, return the keys, and surrender the Premises in a condition satisfactory to Lessor. Lessee, at its sole cost and expense, shall repair any damage in, on or about the Premises caused by or in connection with the removal of any signage, articles of personal property, business or trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, or alterations, additions, improvements, or utility installations, including, without limitation thereto, repairing the floor and ceiling and patching and painting the walls as required by Lessor to Lessor's satisfaction. Surrender shall be considered complete when Lessee has complied with the above stipulations and completed a walk-through inspection with Lessor or Lessor's agent. If surrender is not completed on or before the last day of the Term, or any extension(s) thereof, or if Lessee holds possession of all or a part of the Premises after the last day of the Term, or any extension(s) thereof, with or without the express or implied consent of Lessor, Lessee shall become a tenant from month-to-month, only, upon the terms,

covenants, conditions, and agreements contained herein. During such holdover tenancy, the Rent shall be increased by fifty percent (50%) over the then current Rent. Lessee shall indemnify Lessor against any loss or liability resulting from Lessee's delay in surrendering the Premises, including without limitation, any claims made by any succeeding lessee founded on such delay. A holdover month-to-month rental for up to six (6) months immediately following the expiration of the Lease, if at least one year has been fulfilled, shall be on the same terms and conditions as this Lease.

17.0 Condemnation.

17.1 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 Rent reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term 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.

17.2 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 this Lease as to the remaining portion by giving written notice to Lessor specifying the date of termination.

18.0 Quiet Enjoyment.

On payment of Rent 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.

19.0 Discrimination.

In the use or occupancy of the Premises, Lessee will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, gender, or any other protected class under state or federal law.

20. Notices.

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:

Renown Health
Attn: General Counsel
50 W. Liberty St., Ste. 1100
Reno, NV 89501

TO THE LESSOR:

Dean, School of Medicine
Pennington Medical Education Building
1664 N. Virginia Street, M/S 0332
Reno, Nevada 89557-0332

With a Copy to:

University of Nevada Reno
Real Estate Office
1664 N Virginia St, M/S 0243
Reno, Nevada 89557-0243

or to such other addressee as may be hereafter designated by written notice. All notices or demands of any kind shall be in writing and shall be deemed delivered when hand delivered or forty-eight (48) hours after depositing the notice or demand in the United States Mail, certified or registered, postage prepaid.

21.0 Miscellaneous.

21.1 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.

21.2 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.

21.3 Entire Agreement.

This Lease (with its attachments, if any) 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. This section notwithstanding, nothing herein limits, modifies, amends or cancels, the Affiliation Agreement entered into by and between the Parties on June 10, 2021.

21.4 Lessor's Marks

Lessee shall not use pictures of Lessor's properties, or any other trademarks, names or intellectual property, for brochures, advertising, promotional activities or any other reason without Lessor's prior written consent, except as permitted in the Affiliation Agreement dated June 10, 2021.

21.5 Dispute Resolution.

Except as expressly provided in this Lease, the Parties may seek to resolve any disputes through the dispute resolution process set forth in the Affiliation Agreement entered into by and between the Parties on June 10, 2021.

21.6 Modification.

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

21.7 Force Majeure.

Neither party shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or other infections accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods,

winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the provisions of this Lease after the intervening cause ceases.

21.8 Governing Law.

The Lease shall be governed construed and enforced by the laws of the State of Nevada. Jurisdiction of disputes or claims shall be maintained by courts in Washoe County.

21.9 Integration.

The terms of this Lease supersede all prior or contemporary written or verbal agreements, discussions, or negotiations by or between the parties hereto, and this Lease shall be deemed to be the final agreement between the Lessor and Lessee related to the subject matter hereof.

21.10 Access to Records.

Until the expiration of four (4) years after termination of this Lease, each Party shall make available, upon written request of the Secretary of the United States Department of Health and Human Services (the "Secretary") or upon request of the Comptroller General of the United States General Accounting Office (the "Comptroller General") or any of their duly authorized representatives, a copy of this Lease and such books, documents and records as are necessary to certify the nature and extent of the costs under this Agreement. If either Party carries out any of its duties under this Lease through a permitted subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a provision that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available, upon written request, to the Secretary, the Comptroller General or any of their duly authorized representatives, a copy of the subcontract and such books, documents and records as are necessary to verify the nature and extent of the costs of providing the services pursuant to the subcontract.

21.11 Non-Exclusion.

Each Party warrants and represents that neither itself nor any entity owning or controlling that Party, nor its officers, directors, or board members has ever been convicted of a criminal offense, assessed civil money penalties pursuant to the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, or excluded from the Medicare program or any state health care program. Each Party further warrants and represents that neither itself nor any entity owning or controlling that Party, nor its officers, directors, or board members is subject to an action or investigation that could lead to the conviction of a criminal offense, the assessment of civil monetary penalties, or exclusion from the Medicare program or any state health care program. Each Party shall notify the other, immediately, if an action or investigation arises that could result in the conviction of a criminal offense of the Party or any owning or controlling entity, the imposition of civil monetary penalties against the Party or any owning or controlling entity, or the exclusion of the Party or any owning or controlling entity from the Medicare program or any state health care program. Failure to timely notify the other Party of an action or investigation shall give the other Party the right to terminate this Lease effective immediately.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this 12 day of January 2022.

LESSEE:

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION
on behalf of University of Nevada, Reno,

By: Melody Rose
(signature)

Melody Rose
(printed name)

Chancellor
(title)

LESSOR:

RENOWN MEDICAL SCHOOL ASSOCIATES
NORTH, INC.

DocuSigned by:
By: Ann Beck
(signature)

Ann Beck
(printed name)

Chief Financial Officer
(title)

Recommended By:

Brian Sandoval

Name: Brian Sandoval
Title: President, University of Nevada, Reno

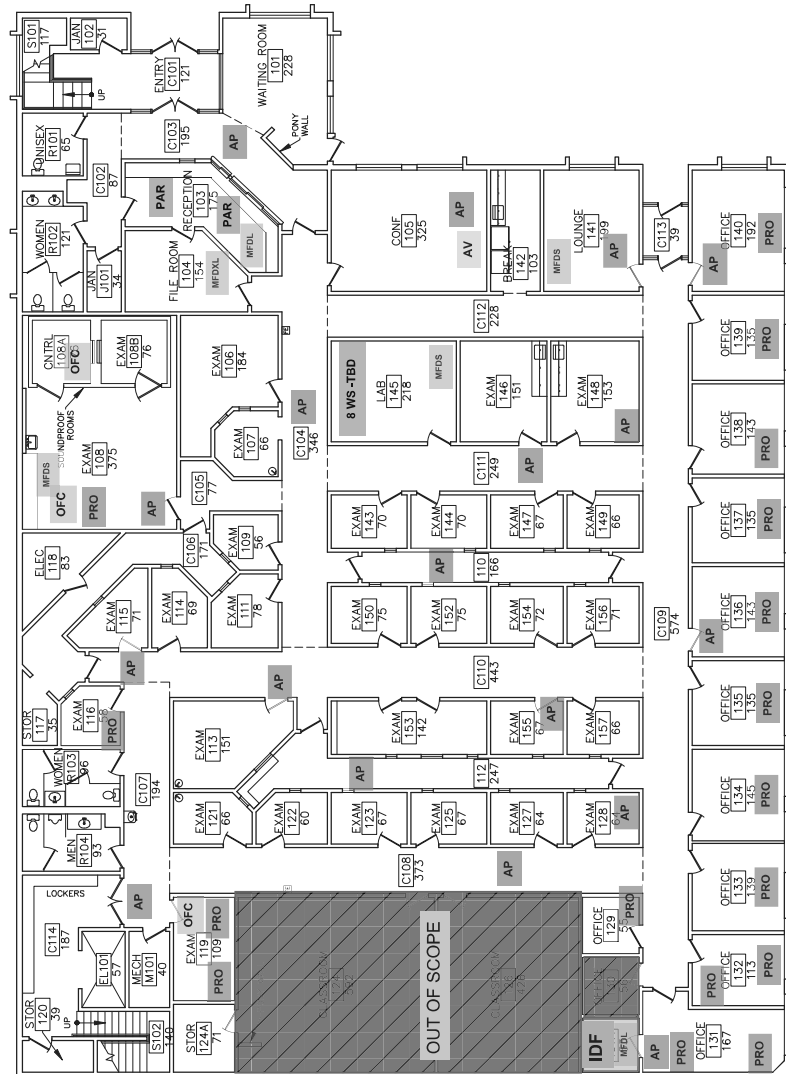
Thomas Schwenk

Name: Thomas Schwenk
Title: Dean, University of Nevada, Reno Medical School

IT Plan v03/09/21

COUNTS
25 workstations (check):
0 Exam Rooms
17 Providers
? MA (what are the 8 lab)
5 Offices
3 PARs (where is the 3rd)
6 Printers

1 AV Systems
19 AP (Network)
ALL Data Drops to be replaced (TBD)



SYMBOL/EQMT LEGEND*

PAR = workstation/keyboard/mouse, 1 monitor, scanner, payment, phone, sign pad

MA = workstation/
keyboard/mouse,
dual-monitors, scanner, phone

PRO = provider/resident.
workstation/ keyboard/mouse,
2 monitors, dragon, phone

OFC = universal docking station/keyboard/mouse, dual-monitor, phone

MFDS = printer (desktop model multi-function device)

MFDL = printer (large capacity, floor-mounted, multi-function device (XL high vol))

AV = audio-visual system (in collaboration spaces)

AP = wireless network access point

*All data will be upgraded to CAT6 to meet current networking requirements.

Exhibit B

Description of Office or Building Space

Building Name and Location: Nell J. Redfield Building - UNR, 1664 N. Virginia St., Bldg #NJR-122

Address: Speech Pathology & Audiology Clinical Operations
1664 N. Virginia Street, MS 0152
Reno, Nevada 89557-0152

Room Number(s): Suite 100, Rooms #101 to #157

Description:

The Premises are located in the building at the real property commonly known as:
Nell J. Redfield Building, Bldg #NJR-122, on the University of Nevada, Reno Main
Campus, Reno, State of Nevada, 89557 comprising approximately 11,652 SF of
Medical clinical operations space usage.

UNR Parking Rates

Lot/Permit Type	FY22 Annual Cost
Silver	\$496
Yellow	\$582
Tan	\$371
Green	\$286
Orange	\$286
Blue	\$155
Disabled	\$155
Contractor	\$721
Silver Reserved	\$721
Department Reserved/ Patient	\$721
Evening Annual	\$155
Evening Fall	\$78
Evening Spring	\$78
Motorcycle	\$61
Uncommon Reno/ Canyon Flats	\$155

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“Agreement”) is made effective as of the date executed by the last signing party (the “Amendment Effective Date”), by and between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno hereinafter referred to as “Lessor” and Renown Medical School Associates North, Inc. hereinafter referred to as “Lessee”.

RECITALS

WHEREAS, on January 11, 2022, the parties executed a Lease Agreement (“Agreement”) pursuant to which the Lessor leased space to the Lessee in the Nell J Redfield Building #122 (NJR-122), Suite 100, Reno, NV 89557; and

WHEREAS, the Lessor and Lessee have agreed to amend the Agreement regarding the lease of space within the Nell J Redfield Building #122.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the parties agree to amend the designated provisions:

Replace Section 1.1 of the Agreement with the following in its entirety:

1. **Description of Premises** : Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated in the County of Washoe, State of Nevada, and described as Nell J. Redfield Building #122 (NJR-122), Suite 100, Reno, Nevada 89557 (the “**Premises**”) which are included in that certain building located at 1664 N. Virginia Street, Building Number NJR-122 (the “**Building**”). The Premises consist of 7,364 square feet, as depicted in **Exhibit “A”**, attached hereto and incorporated herein by this reference The Building, the real property on which the Building is located (including any adjacent parking structures and parking areas), and the land on which the Building and those areas are located are referred to collectively as the “**Real Property**”, which is legally described in **Exhibit “B”**, which is attached hereto and incorporated herein by this reference. The term “Common Area” means those spaces in the Building that are not included in the Premises, save and except for the 2,937 square feet to be included in Premises for purposes of this lease as reflected in **Exhibit “A”** hereto, and which are not occupied by any other tenant of the Building.

Replace Section 2.1 of the Agreement with the following in its entirety:

2. **Lease Term**: The term of this Agreement shall be for a period of thirty-six months, beginning on October 1, 2021 and ending on September 30, 2024 (“Original Term”), unless sooner terminated as provided herein. Lessor provides herein to Lessee an option to extend this Agreement for two (2) one (1) year periods (the “Renewal Term”) under the same terms. Lessee shall provide written notice to Lessor of its intent to either terminate the Agreement at the end of its original term or exercise its option to extend the Agreement for a one (1) year Renewal Term on or before August 31, 2024. Thereafter, to exercise the second and final extension of the Agreement, Lessee shall provide written notice to Lessor on or before August 31, 2025. This Agreement shall not

extend beyond five (5) cumulative years, including the Original Term and either or both Renewal Terms.

Amend Section 3.1 of the Agreement with the following:

3. **Rent:** Effective July 1, 2023, Lessor reserves and Lessee agrees to pay as rent for the Premises and equipment without notice or demand, to Lessor totaling annual rent to Lessor in the amount of Two Hundred Twenty Thousand Nine Hundred Twenty and 00/100 Dollars (\$220,920.00). The rent will be based upon an amount equal to Two and 50/100 Dollars (\$2.50) per square foot per month for 7,364 square feet for equal monthly payments of Eighteen Thousand Four Hundred Ten and 00/100 Dollars (\$18,410.00), commencing July 1, 2023.

Replace Exhibit B of the Agreement with the following in its entirety:

4. Exhibit B: Exhibit B to the Agreement is replaced in its entirety by Exhibit B hereto to reflect the 7,364 SF of medical clinical operations space usage.

Replace Exhibit C of the Agreement with the following in its entirety:

5. **Exhibit C:** Exhibit C to the Agreement is replaced in its entirety by the Exhibit C hereto to reflect the current parking rates as of July 1, 2023, as specifically set forth herein.

Amend Section 10 of the Agreement to add the following:

6. Indemnification:

10.4 Any and all indemnity obligations, including actions sounding in tort, or alleged liability of Lessor, arising out of or related to this Agreement, known or unknown, direct or indirect, shall be subject to the limitations of NRS 41.0305 to NRS 41.039, as determined by a court of applicable jurisdiction.

All other terms and conditions of the Agreement not specifically amended herein shall remain the same and in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Memorandum of Understanding has been duly executed by the parties through their authorized representative to be effective as of the Amendment Effective Date.

RENOWN

by: _____

Date: _____

—

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

RECOMMENDED BY:

By:

Brian Sandoval
UNR President

Date:

APPROVED BY:

By:

Date:

Exhibit B

Description of Office or Building Space

Building Name Nell J. Redfield Building - UNR, 1664 N. Virginia St., Bldg #NJR-122
and Location: _____

Speech Pathology & Audiology Clinical Operations

Address: _____
_____ 1664 N. Virginia Street, MS 0152
_____ Reno, Nevada 89557-0152

See list below for full and shared space assignments

Room Number(s): _____

Description:

The Premises are located in the building at the real property commonly known as:
Nell J. Redfield Building, Bldg #NJR-122, on the University of Nevada, Reno Main
Campus, Reno, State of Nevada, 89557 comprising approximately 7,364 SF of
Medical clinical operations space usage.

Room	Sq Ft	Purpose	Assignment	% Renown	% UNR	Sq Ft Renown	Sq Ft. UNR
101	228	Waiting	Clinical	100%		228	0
103	175	Reception	Clinical	100%		175	0
104	154	Reception	Clinical	100%		154	0
105	325	Conference	Mixed	50%	50%	162.5	162.5
106	184	Exam	Clinical	100%		184	0
107	66	Exam	Clinical	100%		66	0
108	527	Audiology	Clinical	100%		527	0
109	56	Exam	Clinical	100%		56	0
111	78	Exam	Clinical	100%		78	0
113	151	Exam	Clinical	100%		151	0
114	69	Exam	Clinical	100%		69	0
115	71	Exam	Clinical	100%		71	0
116	58	Exam	Clinical	100%		58	0
119	109	Classroom	Education		100%	0	109
120	39	Storage	Clinical	100%		39	0
121	66	Exam	Clinical	100%		66	0
122	60	Exam	Clinical	100%		60	0
123	67	Exam	Clinical	100%		67	0
124	663	Classroom	Education		100%	0	663
125	67	Exam	Clinical	100%		67	0
126	426	Classroom	Education		100%	0	426
127	64	Exam	Clinical	100%		64	0
128	64	Exam	Clinical	100%		64	0
129	55	Exam	Education		100%	0	55
130	56	Office	Clinical	100%		56	0
131	167	Office	Mixed	50%	50%	83.5	83.5

132	113	Office	Mixed	50%	50%	56.5	56.5
133	139	Office	Mixed	50%	50%	69.5	69.5
134	145	Office	Mixed	50%	50%	72.5	72.5
135	135	Office	Mixed	50%	50%	67.5	67.5
136	143	Office	Mixed	50%	50%	71.5	71.5
137	135	Office	Mixed	50%	50%	67.5	67.5
138	143	Office	Mixed	50%	50%	71.5	71.5
139	135	Office	Mixed	50%	50%	67.5	67.5
140	192	Office	Mixed	50%	50%	96	96
141	199	Lounge	Mixed	50%	50%	99.5	99.5
142	103	Break	Mixed	50%	50%	51.5	51.5
143	70	Research	Education		100%	0	70
144	70	Research	Education		100%	0	70
145	218	Lab	Clinical	100%		218	0
146	151	Exam	Clinical	100%		151	0
147	67	Research	Education		100%	0	67
148	153	Exam	Clinical	100%		153	0
149	66	Research	Education		100%	0	66
150	75	Exam	Clinical	100%		75	0
152	75	Exam	Clinical	100%		75	0
153	142	Exam	Clinical	100%		142	0
154	72	Exam	Clinical	100%		72	0
155	67	Exam	Clinical	100%		67	0
156	71	Exam	Clinical	100%		71	0
157	66	Exam	Clinical	100%		66	0
Assigned		6,990				4,427	2,563
Common Areas		4,662				2,937	1,725
Total		11,652				7,364	4,288

Exhibit C

List of fees by permit type

Permit type	2023-2024 Permit cost
Silver 21 zone reserved	\$692
Silver	\$523
Yellow	\$614
Tan	\$392
Green	\$301
Orange	\$301
Blue	\$163
ADA Access	\$163
Contractor	\$761
Silver Reserved	\$761
Department Reserved	\$761
Evening	\$163
Motorcycle	\$65