

BOARD OF REGENTS BRIEFING PAPER

AGENDA ITEM TITLE: Fifth Amendment to Interlocal Medical Office Lease between UNLV and University

Medical Center of Southern Nevada for property located at 1524 Pinto Lane

MEETING DATE: September 5 – 6, 2024

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The Board of Regents' Handbook defines a long-term lease agreement as one that is for a period greater than five years or, alternatively, where the value in question is over \$500,000 in total lease payments. In addition the Handbook states: "Except as otherwise provided in the lease itself, any amendment or modification to a previously approved long-term lease must be approved by the Board of Regents". The Fifth Amendment to Interlocal Medical Office Lease (the "**Fifth Amendment**") between the Board of Hospital Trustees on behalf of University Medical Center of Southern Nevada (the "**UMCSN**") 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 "**KKSOM**"), meets the modification criteria for Board of Regents approval. The Fifth Amendment is anticipated to be approved by the UMCSN Governing Board on July 31, 2024 and the Clark County Board of County Commissioners on August 8, 2024. See the Fifth Amendment that is incorporated hereto as **Attachment "A."**

The purpose of the Fifth Amendment is to grant UNLV the ability to occupy 12,454 square feet ("**SF**") on the third floor of 1524 Pinto Lane (the "**Premises**"), for a nine (9) month period that will expire on July 31, 2025 (the "**Extension Term**"). The Premises are located within a larger office complex owned by Clark County, bearing the address of 526 Desert Lane, and commonly known as Clark County Assessor parcel number 139-33-305-023.

Background Information

UNLV became a party to the original lease (which is being modified by the Fifth Amendment) as of July 1, 2017, when it was transferred from the University of Nevada, School of Medicine to UNLV, as part of the "Contract Regarding the Transition of Medical Education in Southern Nevada," which outlined the terms of the clinical transition and which was approved by the Board of Regents at its September 8 – 9, 2016 meeting. The Premises are currently occupied by the UNLV School of Medicine Practice Plan (the "**UNLV Med**") and currently houses UNLV Med's Pediatric Clinical Practice and the Family Medicine Clinical Practice.

The Board of Regents, at its March 1 – 2, 2018 meeting, granted UNLV the ability to enter into a new Interlocal Medical Lease (the "**Lease**") and First Amendment to Interlocal Medical Lease (the "**First Amendment**") with UMCSN. UNLV leased 19,297 square feet of the medical office building for clinical and office space uses, and under the terms of the First Amendment, UNLV was granted the option to lease an additional 6,101 square feet located on the second floor of the Premises. However, at the time, this location was occupied by the Vegas Strong Resiliency Center (the "**Resiliency Center**"). See the Lease and First Amendment which are incorporated hereto as **Attachment "B" and Attachment "C."**

Due to the critical community support provided by the Resiliency Center, UNLV Med agreed, under the terms of the Second Amendment to the Interlocal Medical Lease (the "**Second Amendment**"), to occupy 2,475 square feet on the first floor of the Premises. With the addition of the first floor, UNLV leased a total area of 21,404 square feet within the Premises and retained its option to expand into the additional 6,101 square feet on the second floor should the Resiliency Center vacate the building. The term of the Second Amendment runs concurrently to the term of the Lease and First Amendment which expired on October 31, 2022 (the "**Original Term**"). See the Second Amendment that is incorporated hereto as **Attachment "D."**

The Lease granted UNLV the ability to extend the Original Term for two additional one-year periods (the "**Options**"), and the Options were exercised, by means of two separate amendments to the Lease, (the "**Third Amendment**") and (the "**Fourth Amendment**"). The Options were included in the original Lease approval received from the Board in March 2018. The current term is scheduled to expire October 31, 2024. See the Third and Fourth Amendments which are incorporated hereto as **Attachment "E" and Attachment "F."**

At this time, UMCSN needs to occupy the clinical space located within the Premises and, therefore, is unwilling to renew the Lease with UNLV on a long-term basis. For this reason, UNLV Health is relocating its Family Medicine Clinic to 2724 N. Tenaya, (the “**Tenaya Lease**”). The Board approved the long-term Tenaya Lease at the June 9 – 10, 2023 meeting. UNLV Health plans to relocate the Pediatric Clinical Practice to 3300 W. Sahara Avenue (the “**Sahara Location**”). The lease agreement for the Sahara Location is also included on the Business, Finance, and Facilities meeting agenda for consideration by the Board. UNLV Health’s intent for that move is that the Pediatric Clinical Practice will remain at the Premises through the Extension Term and then relocate to the Sahara Location prior to the expiration date of the Fifth Amendment.

Fiscal Information

Under the terms of the Fifth Amendment, UNLV Health is responsible for base rent payments as well as janitorial service and operations and maintenance costs. Base rent for the 12,454 square feet will be \$28,270.58 monthly (\$2.27 per square foot) for a total of \$254,435.22 for the nine (9) month term. Additionally, monthly janitorial and operations and maintenance service costs incurred by UNLV Med are estimated to be \$0.65 per square foot or \$8,095.10 monthly for a total cost of \$327,291.12 for the Extension Term. Lease payments will be funded by UNLV Health by means of revenue generated from clinical operations.

Below is a summary of base rent, estimated janitorial, and operations and maintenance costs due for the Fifth Amendment.

Extension Term Length	Total Base Rent Due for the Extension Term	Total Estimated Janitorial & Operations and Maintenance Costs for the Extension Term	Total Due for the Extension Term
Nine Months	\$254,435.22	\$72,855.90	\$327,291.12

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Keith Whitfield requests approval of the Fifth Amendment with University Medical Center of Southern Nevada for property located at 1524 Pinto Lane, which is located on a portion of Clark County Assessor parcel number 139-33-305-023. President Whitfield further requests that the Chancellor be granted authority to execute the Fifth Amendment to Interlocal Medical Office Lease, and any ancillary documents deemed necessary and appropriate by the NSHE Chief General Counsel, or NSHE Special Real Estate Counsel, to implement all terms and conditions of the Lease and the Lease Amendments described above.

4. IMPETUS (WHY NOW?):

The need to extend the existing lease term for six months provides sufficient time to relocate the Pediatric Clinical Practice.

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

- Continued collaboration between UNLV Med and UMCSN will lead to program growth and high-quality educational opportunities for a greater number of students.
- Efficient use of real estate resources leads to additional funding availability that can be refocused on program expansion and student success initiatives.
- Providing desirable and efficient clinical facilities assists in attracting accomplished researchers, faculty, and students, thus creating a robust research and educational environment.

- High quality medical and health care professionals are in great demand in Southern Nevada and providing first-class facilities will support the growth of medical and health science programs that will educate a greater number of healthcare professionals.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Maintaining the Pediatric Clinical Practice is important to UNLV Health clinical practices which provide hands-on experience for students and interns.
- UNLV will require time to relocate and complete improvements for a new Pediatric Clinical Practice.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None noted

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

- The Board does not approve the Fifth Amendment.
- Close the Pediatric Clinical Practice located at the Premises in October when the Lease expires and relocate to another UNLV Health clinical practice location.

9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

The Chancellor's Office recommends approval.

10. COMPLIANCE WITH BOARD POLICY:

☒ Consistent With Current Board Policy: Title #4 Chapter #10 Section #1(9), Table 9.1

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

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

Other: _____

☒ Fiscal Impact: Yes ☒ No _____

Explain: The total cost for the Fifth Amendment is estimated to be \$327,291.12 and the lease payments will be funded by UNLV Health by means of revenue generated from its clinical operations.

ATTACHMENT "A"

FIFTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE

THIS FIFTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE (“**Fifth Amendment**”), is made by and between the BOARD OF HOSPITAL TRUSTEES (“**Trustees**”) on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (“**UMCSN**” or “**LESSOR**”) and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (“**Board**” or “**NSHE**”), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE (“**UNLV**” or “**LESSEE**”). This Fifth Amendment is effective as of the last date any authorized signatory affixes his/her signature below (“**Effective Date**”).

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018, Second Amendment to Interlocal Medical Office Lease dated July 19, 2019, Third Amendment to Interlocal Medical Office Lease dated April 20, 2022, and Fourth Amendment to Interlocal Medical Office Lease dated November 8, 2023, pursuant to which Lessee is leasing 21,404 square feet of space from Lessor (collectively, the “**Lease**”).

WHEREAS, the Lease is set to expire on October 31, 2024;

WHEREAS, Lessor and Lessee mutually desire to reduce the total space to be occupied by Lessee under the Lease, and extend the term of the Lease for an additional six (6) month period beyond the expiration date; and

WHEREAS, Lessee is not in default under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt of which are hereby acknowledged, Lessee and Lessor agree that the Lease is amended as follows:

1. Commencing November 1, 2024, Lessee will lease from Lessor a portion of the Premises consisting of twelve thousand four hundred fifty-four (12,454) square feet on the third floor, as depicted in **Exhibit A**, attached hereto and made a part hereof. As of November 1, 2024, all references in the Lease to Premises shall reflect this modified space description.
2. Term. The term of the Lease for the Premises shall be extended for an additional nine (9) month period through July 31, 2025.
3. Except as expressly amended by this Fifth Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this Fifth Amendment and the terms of the Lease, the terms of this Fifth Amendment shall prevail. Capitalized terms not defined

herein have the meanings given to such terms in the Lease.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date set forth below.

LESSOR:

University Medical Center of
Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

Date

LESSEE:

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

RECOMMENDED BY:

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

Date

RECOMMENDED BY:

By: _____
Christopher L. Heavey
Executive Vice President and Provost

Date

APPROVED BY:

By: _____
Keith E. Whitfield
President

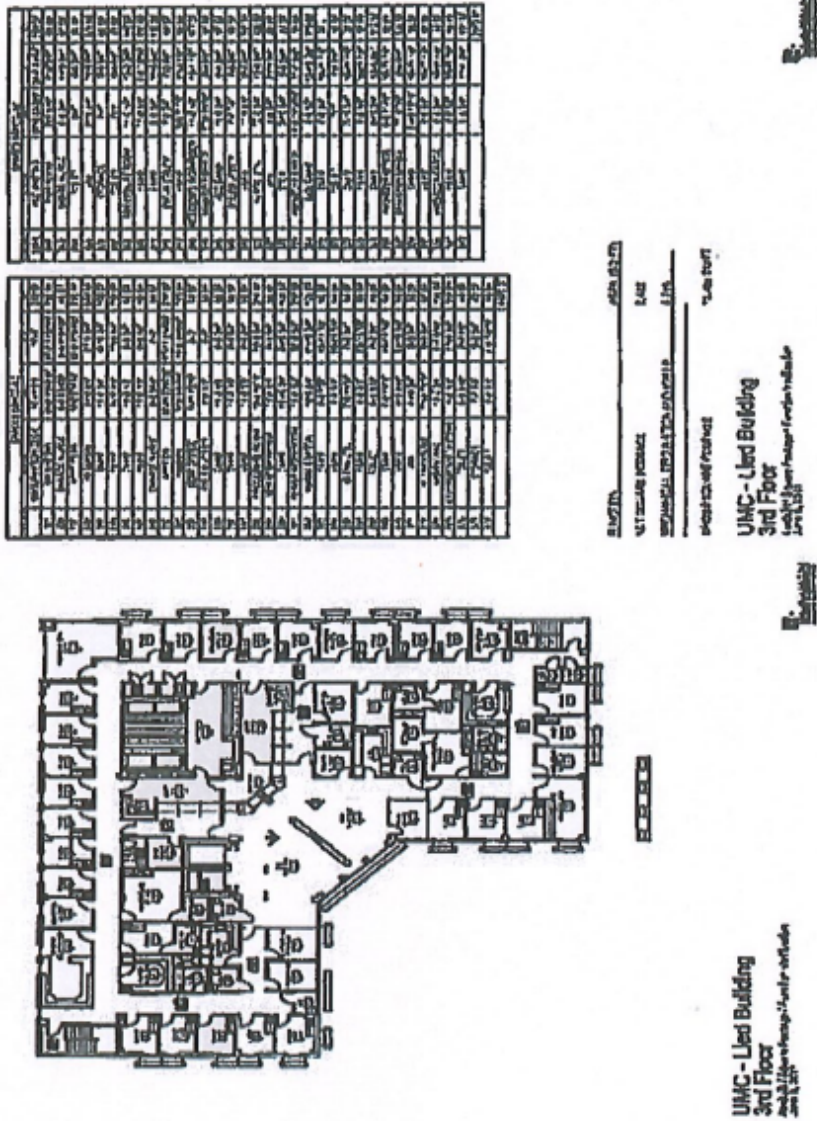
Date

APPROVED AS TO LEGAL FORM:

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

**EXHIBIT A
DESCRIPTION OF THE 3RD FLOOR PREMISES**

**EXHIBIT A
THIRD FLOOR**



ATTACHMENT "B"

INTERLOCAL MEDICAL OFFICE LEASE

This INTERLOCAL MEDICAL OFFICE LEASE ("**Lease**") is entered into by and between the BOARD OF HOSPITAL TRUSTEES ("**Trustees**") on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**UMCSN**" or "**LESSOR**") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("**Board**" or "**NSHE**") on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS SCHOOL OF MEDICINE ("**UNLV**" or "**LESSEE**"). UMCSN and UNLV shall collectively be referred to as the "**Parties**". This Lease shall become effective on the first day of the month after the last signature date approved by the Trustees and the Board ("**Effective Date**").

RECITALS

A. UMCSN is a hospital that is owned and operated by Clark County and is the owner of certain real property and a medical office building located at 1524 Pinto Lane, Las Vegas, Nevada (or the "**Building**");

B. UMCSN has full authority to lease all or portions of the Building including to public agencies pursuant to Nevada Revised Statute 277.050;

C. The Board currently leases approximately 19,297 square feet of space within the Building ("**Existing Premises**") on behalf of the University of Nevada, Reno School of Medicine or another institution of NSHE (the "**Existing Lease**") for general medical care and clinical treatment, academic medical education and research, and related office and administrative uses, pursuant to the terms and conditions of this Lease;

D. UNLV now desires to lease the Existing Premises beginning November 1, 2017 and additional space totaling twenty five thousand three hundred and ninety-eight (25,398) square feet ("**Expansion Premises**") pursuant to the terms and conditions of this Lease;

E. UMCSN in turn desires to lease to UNLV space in the Building pursuant to the terms and conditions of this Lease;

Therefore, in consideration of the rents, covenants and agreements contained herein, UMCSN leases to UNLV, and UNLV leases from UMCSN certain medical office space within the Building containing approximately 25,398 square feet (hereinafter the Existing Premises and Expansion Premises shall be referred to as "**Premises**") pursuant to the terms and conditions of this Lease, twenty-five thousand three hundred and ninety-eight (25,398) square feet (hereinafter referred to as "**Premises**") pursuant to the terms and conditions of this Lease.

TERMS AND CONDITIONS

1. **Premises:** The Premises consists of approximately twenty five thousand three hundred and ninety-eight (25,398) square feet including: (a) twelve thousand four hundred fifty-four (12,454) square feet on the third floor and six thousand eight hundred forty-three (6,843) square feet on the second floor; and six thousand one hundred and one (6,101) square feet on the second

(2nd) floor, as depicted in **Exhibit B**. The net square footage of the Premises is 24,908 square feet with an additional 490 square feet of the first floor common area assigned to LESSOR as a load factor. In addition to the right to use and occupy the Premises as provided herein, LESSEE shall have non-exclusive rights to use the common areas and other portions of the Building designated for the general nonexclusive use of LESSEE and other tenants of the Building and their employees customers and invitees, including without limitation, common entrances, lobbies, corridors, stairwells, elevators, loading and unloading areas, trash areas, driveways and landscaped areas (the “**Common Areas**”).

2. **Term:**

2.1 **Original Term.** The term of this Lease shall begin on November 1, 2017 (“**Occupancy Date**”) and shall expire on October 31, 2022 (the “**Original Term**”). The Original Term and any Option Periods exercised by LESSEE pursuant to Section 2.2 shall be collectively known as the “**Term**.”

2.2 **Renewal Option.** LESSEE shall have the option to extend (the “**Renewal Option**”) the Original Term for two (2) additional one (1) year periods (each an “**Option Period**”) provided; (a) LESSEE shall notify LESSOR in writing (“**Option Notice**”) of LESSEE’s election to exercise the option on the date that is no less than one hundred eighty (180) days prior to the expiration of the Original Term or the then applicable Option Period; (b) at the time of the Option Notice LESSEE is not in default under this Lease. If the above conditions are satisfied and LESSEE exercises the Renewal Option, this Lease shall continue in full force and effect throughout the applicable Option Period.

2.3 **Existing Lease.** Prior to the Effective Date, the rights and obligations of the Parties as to the Existing Premises are governed by the Existing Lease. The Existing Lease shall terminate as of the Effective Date and the rights and obligations of the Parties as to the entire Premises, shall be governed by this Lease as of the Effective Date.

3. **Rent:**

3.1 **Base Rent.** Beginning on the dates set forth in Section 3.2 LESSEE agrees to pay Base Rent, for the Original Premises and the Expansion Premises, without notice or demand, in monthly installments as follows:

Lease Year	Monthly Cost Per Square Foot	Monthly base Rent (Existing Premises – 19,297 sq. ft.)	Monthly Base Rent (Expansion Premises – 6,101 sq. ft.)
1	\$1.85	\$35,699.45	\$11,286.35
2	\$1.91	\$36,857.27	\$11,652.91
3	\$1.97	\$37,822.12	\$12,018.97
4	\$2.03	\$38,979.94	\$12,385.03
5	\$2.09	\$40,137.76	\$12,751.09
Option 1	\$2.15	\$41,295.58	\$13,117.15
Option 2	\$2.21	\$42,646.37	\$13,483.21

Each of the Base Rent payments set forth above shall be payable in monthly installments in advance on the first day of each calendar month. The Parties acknowledge that this is a full service lease and that the Base Rent payments set forth above include all amounts due for the services provided to the Premises described in Section 5 and there are no other monthly fees or charges due under the Lease. Any other non-recurring costs and expenses which LESSEE assumes or agrees to pay LESSOR under this Lease shall be deemed "**Additional Rent**" (which, together with the Base Rent is sometimes referred to as the "**Rent**"). If any month of the Term or any extension thereof is less than a full calendar month, the Rent for such month shall be prorated according to the number of days in the month and the number of days LESSEE occupied the Premises. For all portions of the Premises, the "Lease Year" for purposes of the rent table set for in this Section 4.1 shall be based on the Occupancy Date.

3.2. Rent Commencement Dates. LESSEE's obligation to pay Base Rent for the Existing Premises shall commence on November 1, 2017. LESSEE's obligation to pay Base Rent for the Expansion Premises shall commence on the date LESSEE takes possession of any portion of the Expansion Premises.

3.3 Rent Increase. The Rent shall increase by three percent (3%) annually on the anniversary of the Occupancy Date as set forth and reflected in the rent table in Section 4.1 above.

3.4 Interest. If LESSEE fails to pay within ten (10) days of when Rent is due, any Rent or other amounts or charges which LESSEE is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the prime commercial rate then being charged by Bank of America, Nevada, plus two percent (2%) per annum. LESSEE acknowledges that the late payment of any monthly installment of Base Rent will cause LESSOR to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs, attorney's fees, and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Acceptance of any interest charge shall not constitute a waiver of LESSEE's default with respect to nonpayment by LESSEE or prevent LESSOR from exercising any other rights or remedies available to LESSOR under this Lease.

3.5. Security Deposit: In anticipation of LESSEE's faithful performance under the terms and conditions the Lease, LESSOR agrees to waive the security deposit.

4. Use:

4.1 Access and Operating Hours. LESSEE shall have access to the Premises twenty four (24) hours per day, seven (7) days per week. The operating hours of the Building are Monday through Friday, 6:00 am to 8:00 pm, and Saturday, 8:00 am to 12:00 pm (the "**Operating Hours**").

4.2 - Use of Premises. LESSEE shall only use the Premises for general medical care and clinical treatment, academic medical education and research and related office and administrative uses. LESSOR agrees and acknowledges that all or a portion of the Premises may

be used by another institution of the NSHE and that any such use is allowed as a matter of right and shall not constitute as assignment or sublease under Section 12 provided such use is consistent with this Section 4.2 and 4.3. LESSEE shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building, of which LESSEE has been given a copy prior to execution of this Lease, or the certificate of occupancy issued for the Building, and shall, upon notice from LESSOR, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or certificate of occupancy. LESSEE, at LESSEE's own cost and expense, shall comply with all laws, ordinances, covenants, restrictions, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of LESSEE's use or occupancy of the Premises impose any duty upon LESSEE or LESSOR with respect to the Premises or its use or occupation. LESSEE shall not knowingly do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building and/or property located therein, and shall comply with all reasonable rules, orders, regulations, requirements and recommendations of the LESSOR'S Insurance Carrier or any other organization performing a similar function. LESSEE shall promptly, upon demand, reimburse LESSOR for any additional premium charged for such policy by reason of LESSEE's failure to comply with the provisions of this Paragraph. LESSEE shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the Building, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes nor shall LESSEE cause, maintain or permit any nuisance in, on or about the Premises. LESSEE shall not commit or suffer to be committed any waste in or upon the Premises. LESSOR acknowledges and agrees that NSHE operates its own police department which may occasionally patrol the Premises and shall have access to the Premises to conduct investigations and other official duties and obligations.

4.3 Lied Foundation Trust Agreement. LESSEE understands that the Building is governed by an existing agreement by and between UMCSN and the Lied Foundation Trust, (the "Lied Agreement"), a copy of which is incorporated herein as **Exhibit D**. LESSEE agrees to use the Premises in a manner that is consistent with the Lied Agreement. In the event of a conflict between the terms and condition of the Lied Agreement and this Lease, the terms and conditions of the Lied Agreement shall govern.

4.4 Lease Restriction. LESSOR covenants and agrees, for the Term of the Lease or until the early expiration thereof, not to lease or allow the use of any portion of the Building by a college or university, medical school, or research institution other than NSHE or its institutions, unless otherwise approved by NSHE, which approval may be granted or withheld at the sole discretion of the Chancellor of NSHE. Nothing in this Section 5.3 shall prevent the use of the Building by UMCSN.

5. Services:

5.1 Utilities. Provided that LESSEE is not in default hereunder, LESSOR agrees, at LESSOR's expense, to furnish to the Premises during the Operating Hours, and subject to the Rules and Regulations of the Building; water and sanitary sewer services, electricity for normal medical office use, normal copying equipment, and heating, ventilation and air conditioning ("HVAC") for the comfortable use and occupancy of the Premises. If LESSEE desires HVAC at times other than the Operating Hours, LESSOR shall use reasonable efforts to furnish such service upon reasonable notice from LESSEE and LESSEE shall pay LESSOR's reasonable charges therefore on demand. LESSOR shall also maintain and keep lighted the common stairs, common entries and restrooms, in the Building. LESSOR shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (a) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of LESSOR, (b) the making of necessary repairs or improvements to the Premises, provided such repairs or improvements are diligently pursued to completion; or (c) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises. If LESSEE uses heat generating machines or equipment in the Premises which affects the temperature otherwise maintained by the HVAC system, LESSOR reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by LESSEE to LESSOR upon demand by LESSOR.

5.2 Limitation on use of Utilities and Equipment. LESSEE shall not, without the written consent of LESSOR, use any apparatus or device in the Premises that uses in excess of 120 volts or which consumes more electricity than is usually furnished or supplied for the use of Premises as general and medical office space. LESSEE shall not connect any apparatus requiring electric current except through existing electrical outlets in the Premises or other method approved in writing by LESSOR. LESSEE shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general and medical office space without first procuring the written consent of LESSOR, which LESSOR may reasonably refuse, and in the event of consent, such consent may be conditioned upon LESSOR requirement that LESSEE install a separate water meter or electrical current meter in the Premises to measure the amount of water or electric consumed in excess of standard use. The cost of any such meter and of its installation, maintenance and repair, shall be paid for by the LESSEE and LESSEE agrees to pay LESSOR promptly upon demand for all such water and electric current consumed that is in excess of that usually furnished or supplied for use of Premises as shown by said meters at the rates usually charged to public entities for such services by the local public utility company. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by LESSOR at LESSEE's reasonable expense preapproved by LESSEE before such work is initiated by LESSOR and a condition of LESSOR's approval of such equipment before it is installed. In determining whether or not LESSEE is consuming excessive utilities, LESSOR will consider customary usage in both the Building and the area.

5.3 Janitorial Responsibilities. LESSOR shall furnish general janitorial services on the first floor only, to include trash removal, floor cleaning and complete janitorial services for the first floor bathroom facilities, including replacement of the bathroom supplies. LESSEE will be responsible for all janitorial services of the Premises.

6. **Condition of the Premises:**

6.1 No Warranty. No promise of LESSOR to alter, remodel, repair or improve the Premises or the Lied Building and no representation, express or implied, respecting any matter or thing relating to the Premises, Lied Building or this Lease (including, without limitation, the condition of the Premises or the Lied Building) have been made to LESSEE by LESSOR, other than as may be contained herein or in a separate exhibit or addendum signed by LESSOR and LESSEE. Notwithstanding the forgoing, LESSOR represents and warrants that the structural, electrical, plumbing and HVAC systems are in good working order and shall remain so throughout the Term of this Lease.

6.2 Delivery of Expansion Premises. LESSOR, at its own cost and expense, will use commercially reasonable efforts to complete certain improvements to the Expansion Premises as defined in **Exhibit C – LESSOR Expansion Premise Improvements**. The Parties anticipate that the Landlord Improvements to the Expansion Premises will be complete on or before November 1, 2017 prior to occupancy of the Expansion Premises. In the event either party proposes or is required to make any revisions or changes to the Landlord Improvements, including without limitation any design or material changes, such revisions or changes will be submitted to the other party for its review and approval, which shall not be unreasonably withheld. All approvals called for under this section may be given administratively by the Dean of the UNLV School of Medicine or his or her designee and by the Chief Executive Officer of LESSOR or his designee. The parties acknowledge and agree that in the event of a proposed revision or change, the party proposing the same will be responsible for all costs and expenses related to the same and that the parties will work in good faith to continue to meet the anticipated completion dates, which may be extended if the same is not possible due to factors outside of the reasonable control of the parties.

6.3 Tenant Improvements. During the Term, LESSEE may request that LESSOR make additional tenant improvements (“**Improvements**”) to the Premises; provide however, LESSOR shall not be required to make any such Improvements. The parties agree to negotiate in good faith all terms related to any proposed Improvements at the time of the request, including but not limited to the party responsible for bearing the costs of said Improvements. Notwithstanding anything herein to the contrary, LESSOR reserves the right to final approval of all design changes to the Premises.

6.4 Office, Directional and Lobby Signage.

a. LESSOR shall install new signage indicating the room number of each office or space within the Premises (“**Office Signage**”), as medical staff move offices or new staff occupies a space. LESSEE and LESSOR will agree on the design and type of Office Signage and LESSOR’s obligation for the costs of Office Signage shall not exceed three thousand dollars

(\$3,000.00) for the Term of this Lease. Lessee shall be responsible for any amount in excess of such \$3,000.00.

b. LESSEE may install within the Premises signage providing direction and other information to its employees, visitors, guests and invitees ("Directional Signage"). LESSEE shall be responsible for all costs related to the installation and maintenance of Directional Signage and the design and type of such signage shall be subject to the reasonable approval of LESSOR.

c. LESSOR shall install and maintain signage within the lobby area of the Building identifying the portions of the Building occupied by LESSOR ("Lobby Signage"). To the extent changes are made to the Lobby Signage during the Term, Lessor agrees to use its best efforts to ensure consistency of design and form with the Office Signage and Directional Signage.

d. To the extent possible the Office Signage, Directional Signage and Lobby Signage will have a common design and form so as to provide a consistent and pleasing look. Any approvals required to be given by this Section 6.4 may be given administratively on behalf of LESSEE by the Dean of the UNLV School of Medicine or his or her designee and on behalf of LESSOR by the Chief Executive Officer or his or her designee.

6.5 Effect of Possession. LESSEE's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession, the Premises are in good order and satisfactory condition, except for such matters as to which LESSEE gave LESSOR notice on or before the possession date.

7. Repair and Maintenance:

7.1 LESSOR's Obligation. LESSOR shall, at its sole cost and expense, maintain in good order, condition and repair, the Building, surrounding landscaping on the property and all other portions of the Premises that are not the obligation of LESSEE.

7.2 LESSEE'S Obligations.

a. LESSEE, at LESSEE's sole expenses shall, except for services furnished by LESSOR pursuant to Section 6 or otherwise provided in this Lease, maintain the Premises in good order, condition and repair, save for normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, all doors, all interior windows, standard furnishings and special items and equipment installed by or at the expense of LESSEE. In the event LESSEE modifies any plumbing, pipes and fixtures, electrical wiring, switches and fixtures in any fashion, LESSEE, at LESSEE's sole expense, shall maintain the same in good order, condition and repair.

b. LESSEE shall be responsible for all repairs and alterations in and to the Premises, the Building and the facilities and systems thereof, the need for which arises out of (i) LESSEE's use or occupancy of the Premises beyond normal wear and tear; (ii) the installation, removal, use or operation of LESSEE's Property (as defined in Section 9)

in the Premises; (iii) the moving of LESSEE's Property into or out of the Building; or (iv) the act, omission, misuse or negligence of LESSEE, its agents, or employees.

c. If LESSEE fails to maintain the Premises in good order, condition and repair, save for normal and ordinary wear and tear, LESSOR shall give LESSEE written notice to do such acts as are reasonably required to so maintain the Premises. If LESSEE fails to promptly commence such work and diligently prosecute it to completion, then LESSOR shall have the right to do such acts and expend such funds at the expense of LESSEE as are reasonably required to perform such work. Any reasonable amount so expended by LESSOR shall be paid by LESSEE, promptly after demand with interest as provided in Section 3, from the date of such work, but not to exceed the maximum rate then allowed by law. LESSOR shall have no liability to LESSEE for any damage, inconvenience or interference with the use of the Premises by LESSEE as a result of performing any such work.

7.3 Compliance with Law. LESSOR and LESSEE shall each do all acts required to comply with all applicable Nevada laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth in this Lease.

7.4 Load and Equipment Limits. LESSEE shall not place a load upon any floor of the Premises, which exceeds the load per square foot, which such floor was designed to carry. LESSEE shall not install business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to LESSOR or other Building lessees.

7.5 Business Interruption. Except as otherwise expressly provided in this Lease, LESSOR shall have no liability to LESSEE nor shall LESSEE's obligations under this Lease be reduced or abated in any manner, whatsoever, by reason of any inconvenience, annoyance, or interruption to business arising from LESSOR's making any repairs or changes which LESSOR is required or permitted by this Lease or by any other LESSEE's lease or required by law to make in or to any portion of the Building or Premises provided such repairs or changes are diligently pursued to completion. LESSOR shall at all times use reasonable efforts to minimize any interference with LESSEE's business in the Premises.

7.6 Notice of Damage. LESSEE shall give LESSOR prompt verbal notice followed by written notice, of any damage to or defective condition in any part of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

7.7 Return of Premises. Upon the expiration or earlier termination of this Lease, LESSEE shall return the Premises to LESSOR broom clean and in the same condition as on the date LESSEE took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any structural damage, resulting from LESSEE's use of the Premises or from the removal of any of LESSEE's property shall be repaired by LESSEE at LESSEE's expense.

8. Alternations and Additions.

8.1 Consent Required. LESSEE shall not make any structural or permanent additions, alterations or improvements to the Premises without obtaining the prior written consent of LESSOR. LESSOR's consent may be conditioned on LESSEE's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date LESSEE took possession, ordinary wear and tear excepted. All work with respect to any addition, alteration or improvement, shall be done in a good and workmanlike manner by properly qualified and licensed personnel reasonably approved by LESSOR, and such work shall be diligently prosecuted to completion.

8.2 Liens. LESSEE shall pay the costs of any work done on the Premises pursuant to Section 8.1 and shall keep the Premises free and clear of liens of any kind. LESSEE shall be financially responsible to defend against and keep LESSOR free from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for LESSEE. LESSEE shall keep LESSEE's leasehold interest, and any additions or improvements which are or become the property of LESSOR under this Lease, free and clear of all attachment or Judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, LESSEE shall give LESSOR notice of the intended commencement date a sufficient time before that date to enable LESSOR to post notices of non-responsibility or any other notices which LESSOR deems necessary for the proper protection of LESSOR's interest in the Premises, Building, and LESSOR shall have the right to enter the Premises and post such notices at any reasonable time.

8.3 Completion Bonds. LESSOR may require that LESSEE provide to LESSOR, at LESSEE's expense, a lien and completion bond in an amount equal to the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect LESSOR against any liability for mechanic's and material men's liens, and to ensure timely completion of the work. Nothing contained in this Section 8.3 shall relieve LESSEE of its obligations under Section 3.2 to keep the Premises, Building free of all liens.

8.4 Removal. Unless their removal is required by LESSOR as provided in this Section 8 all additions, alterations and improvements made to the Premises shall become the property of LESSOR and be surrendered with the Premises upon the expiration of the Term, provided, however, LESSEE'S Property may be removed, subject to the provisions of Section 9.

9. **Leasehold Improvements:** All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of LESSEE ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of LESSOR and shall not be removed by LESSEE, except as expressly provided for in this Section 9. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of LESSEE, without expense to LESSOR, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by LESSEE and located in the Premises (collectively "LESSEE's Property") shall be and shall remain the property of LESSEE and may be removed by

LESSEE at any time during the Term, provided that if any of LESSEE's property is removed, LESSEE shall promptly repair any damage to the Premises or to the Building resulting from such removal.

10. **Rules and Regulations:** LESSEE agrees to comply with (and cause its agents, contractors, employees and invitees to comply with), the Rules and Regulations attached hereto as **Exhibit A** and with such reasonable modifications thereof and additions thereto as LESSOR may from time to time make. LESSOR shall not be responsible for any violation of said Rules and Regulations by other lessees or occupants of the Building provided LESSOR makes reasonable efforts to enforce the Rules and Regulations as to such other lessees and occupants. If LESSOR elects to change the Rules and Regulations, LESSOR shall give LESSEE fifteen (15) days' written notice prior to enforcement of such changes.

11. **Rights Reserved:** LESSOR reserves the following rights;

a. To change the name or street address of the Building;

b. To have pass keys to the Premises and all doors within the Premises, excluding LESSEE's vaults and safes; and LESSOR reserves the right to continue to manage and maintain the badge access system for the Building. All entry by the LESSOR into the Premises shall be limited by the privacy and security provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and associated regulations. LESSOR agrees that its officers, employees, and agents are not permitted to inspect or review any patient medical records or have access to any identifiable information relating to LESSEE's patients.

c. At any time during the Term during normal business hours, and on reasonable prior notice to LESSEE, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Building, or to any assignee of any mortgage on the Building, or to others having an interest in the Building, and during the last six (6) months of the Term, to show the Premises to prospective lessees thereof; and

d. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or LESSOR's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. LESSOR agrees to use its best efforts (except in emergency), to minimize interference with LESSEE's business in the Premises in the course of any such entry.

12. **Assignment and Subletting:** LESSEE shall not assign this Lease or Sublease all or any part of the Premises without the express written approval of a duly authorized representative of LESSOR.

13. **Lease Expiration:** In the event LESSEE remains in possession of the Premises after the expiration of the Term, this Lease shall continue on a month-to-month basis on the same terms as of the date of the expiration of the Term except LESSEE will pay the Hold Over Rent in Section 14. Either party may terminate such month-to-month tenancy, by giving the other party not less than thirty (30) days' advance written notice of the date of termination.

14. **Holding Over after Termination:** If, after the termination of this Lease LESSEE holds over in possession of the Premises LESSEE's monthly installments of Base Rent payable to LESSOR shall be increased to one hundred twenty five percent (125%) of the monthly installments of the Base Rent payable by LESSEE at the termination date (the "**Hold Over Rent**"). Such Hold Over Rent shall be payable in advance on or before the first day of each month and the acceptance of Hold Over Rent shall not constitute consent to a further hold over or result in an extension of this Lease.

15. **Surrender of Premises:** LESSEE shall peaceably surrender the Premises to LESSOR on the expiration of the Term or earlier termination in broom-clean condition and in as good condition as when LESSEE took possession, except for: (a) normal and ordinary wear and tear; (b) loss by fire or other casualty loss, when such loss is not the result of the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, contractors, licensees or invitees; and (c) loss by condemnation. LESSEE shall, on LESSOR's request, remove LESSEE's Property on or before the expiration of the Term or earlier termination and promptly repair all damage to the Premises or Building caused by such removal. If LESSEE abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of LESSEE's Property left on the Premises shall be removed by LESSEE within fifteen (15) days. If LESSEE does not remove its Property within fifteen (15) days, LESSOR may remove LESSEE's Property. If LESSOR elects to remove all or any part of LESSEE's Property, the reasonable cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by LESSEE. On the expiration of the Term or earlier termination LESSEE shall surrender all keys to the Premises.

16. **Destruction or Damage:**

16.1. If the Premises or any portion of the Building necessary for LESSEE's occupancy is damaged by fire, earthquake, act of God, or other casualty (collectively a "**Casualty Event**"), LESSOR shall subject to Section 25 promptly repair the damage, if such repairs can, in LESSOR's reasonable opinion, be completed within ninety (90) days. If LESSOR determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent LESSEE's use of the Premises is impaired, commencing with the date of such Casualty Event and continuing until completion of the repairs. If, in LESSOR's reasonable opinion, such repairs to the Premises or any portion of the Building necessary for LESSEE's occupancy cannot be completed within ninety (90) days, LESSEE or LESSOR may terminate this Lease as of the date of such Casualty Event. In the event neither Party elects not to terminate this Lease, LESSOR shall promptly repair the Premises or any portions of the Building necessary of LESSEE's occupancy and the Base Rent shall be abated to the to the extent LESSEE's use of the Premises is impaired commencing with the date of such Casualty Event.

16.2. If the Premises are to be repaired pursuant to this Section 17, subject to Section 25, LESSOR shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other leasehold improvements and LESSEE's Property. LESSOR shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Building as a result of any Casualty Event. This Lease shall be considered an express agreement governing any cause of damage to or destruction of the Building or Premises by fire or other casualty.

17. Eminent Domain:

17.1. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is taken, this Lease shall be unaffected by such taking, providing that (i) LESSEE shall have the right to terminate this lease by notice to LESSOR given within ninety (90) days after the date of such taking if twenty-five percent (25%) or more of the Premises is taken and (ii) LESSOR shall have the right to terminate this Lease by notice to LESSEE given within ninety (90) days after the date of such taking, if twenty-five percent (25%) or more of the Building is taken and the remaining area is not reasonably sufficient for LESSOR to continue operation of its business. If either LESSOR or LESSEE so elects to terminate this Lease, the Lease shall terminate on the ninetieth (90th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent shall be equitably adjusted according to the remaining Rentable Area of the Premises or Building.

17.2. In the event of any taking, partial or whole, all of the proceeds of any award, Judgment or settlement payable by the condemning authority shall be the exclusive property of LESSOR, and LESSEE hereby assigns to LESSOR all of its right, title and interest in any award, Judgment or settlement from the condemning authority. LESSEE, however, shall have the right, to the extent that LESSOR's award is not reduced or prejudiced, to claim from the condemning authority (but not from LESSOR) such compensation as may be recoverable by LESSEE in its own right for relocation expenses and damage to LESSEE's personal property.

17.3. In the event of a partial taking of the Premises which does not result in a termination of this Lease, and subject to Section 25, LESSOR shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking. LESSEE shall be responsible at its sole cost and expense, for the repair, restoration and replacement of any other leasehold improvements and LESSEE's Property.

18. Limitations on Liability: The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Neither party waives any right or defense to indemnification that may exist in law or equity.

19. Lessee's Insurance: LESSEE, at its expense, will maintain the following insurance coverage during the initial and any extended terms of this Lease: (i) Workers compensation in accordance with Nevada law; (ii) LESSEE is self-insured for liability insurance in accordance

with the provisions of NRS Chapter 41; (iii) LESSEE is self-insured for fire and all risk property insurance, including building contents for up to \$500,000 per occurrence. LESSOR shall not be liable for injury or damage to the Premises or LESSEE's property by fire or other casualty so covered by this type of insurance, no matter how caused; (iv) LESSEE shall provide and maintain, or provide evidence of, professional liability (malpractice) insurance for all medical service providers working or volunteering on the Premises against any claim for damages arising out of any injury or death resulting from any medical services performed. Such insurance policies shall provide coverage with policy limits of at least One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate per year.

20. **Waiver of Subrogation:** LESSOR and LESSEE each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. LESSEE shall, upon obtaining the policies of insurance through its self-funded program, or commercial insurance, give notice to its insurance carrier or Risk Management Officer that the foregoing mutual waiver of subrogation is contained in this Lease.

21. **Subordination and Attornment:** Upon written request of LESSOR or any first mortgagee or trustee under a first deed of trust, LESSEE shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, and to all advances made or hereafter to be made there under. However, before signing any subordination agreement, LESSEE shall have the right to obtain from any lender requesting such subordination, a non-disturbance or other agreement in writing providing that, as long as LESSEE is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to LESSEE, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest. In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of any lease in which LESSOR is LESSEE, LESSEE shall attorn to the purchaser, transferee or LESSOR as the case may be, and recognize that party as LESSOR under this Lease, provided such party acquired and accepts the Premises subject to this Lease.

22. **Estoppel Certificates:** Within fifteen (15) days after written request from LESSOR, LESSEE shall execute and deliver to LESSOR or LESSOR's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any Security Deposit; and (d) that LESSOR is not in default hereunder or, if LESSOR is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. LESSEE's failure to execute and deliver such statement within the time required shall be conclusive upon LESSEE that: (i) this Lease is in full force and effect and has not been modified except as represented by LESSOR; (ii) there are no uncured defaults in LESSOR's performance and that LESSEE has no right of offset, counterclaim or deduction against Rent; and (iii) not more than one month's Rent has been paid in advance.

23. **Sale or Transfer of the Building:** In the event of any sale or transfer of the Building and transfer or assignment of this Lease to another, LESSOR shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of LESSOR under this Lease. If any Security Deposit or prepaid Rent has been paid by LESSEE, LESSOR shall transfer the Security Deposit or prepaid Rent to LESSOR's successor and, upon such transfer, LESSOR shall be relieved of any and all further liability with respect thereto.

24. **Default:**

24.1 LESSEE's Default. The occurrence of any one of the following events shall constitute a default and breach of this Lease by LESSEE:

a. If LESSEE abandons or vacates the Premises before the expiration or earlier termination of the Lease for more than thirty (30) days; or

b. If LESSEE fails to pay any Rent or any other charges required to be paid by LESSEE under this Lease and such failure continues for ten (10) days after such payment is due and payable; or

c. If LESSEE fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for ninety (90) days after written notice thereof from LESSOR to LESSEE; or

d. If a Writ of Attachment or Execution is levied on this Lease or the Premises; or

e. If LESSEE files a voluntary petition for relief or if a petition against LESSEE in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of LESSEE or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

f. If in any proceeding or action in which LESSEE is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises (or has the authority to do so) for the purpose of enforcing a lien against the Premises.

24.2 Remedies. In the event of LESSEE's default hereunder, then in addition to any other rights or remedies LESSOR may have under any law, LESSOR shall have the right, at LESSOR's option, with ninety (90) days' written notice to terminate this Lease and LESSEE's right to possession of the Premises and re-enter the Premises and take possession thereof, and LESSEE shall have no further claim to the Premises under this Lease.

24.3 No Waiver. The waiver by either party of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by LESSOR subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of LESSOR's knowledge of any breach at the time of such acceptance of Rent. LESSOR shall not be deemed to have waived any term, covenant or condition unless LESSOR gives LESSEE written notice of such waiver.

24.4 LESSOR's Default. Subject to Section 25 and Section 30, if LESSOR fails to perform any covenant, condition or agreement contained in this Lease within sixty (60) days after receipt of written notice from LESSEE specifying such default, or if such default cannot reasonably be cured within ninety (60) days, if LESSOR fails to commence to cure within that sixty (60) day period, or thereafter shall fail to prosecute such cure with all reasonable diligence, LESSOR shall be liable to LESSEE for any damages sustained by LESSEE as a result of LESSOR's breach. If, after proper notice to LESSOR of default, LESSOR (or any first mortgagee or first deed of trust beneficiary of LESSOR) fails to cure the default as provided herein, then LESSEE shall have the right to terminate the Lease.

25. **Fiscal Fund-Out Termination.** Notwithstanding any other provision, term or condition of this Lease, LESSOR, pursuant to Nevada Revised Statute 354.626, and LESSEE, pursuant to Article 9, Section 3 of the Nevada Constitution, may terminate this Lease in the event any funding authority fails to appropriate funds to enable the obligations of this Lease to be fulfilled. Such termination shall be effective thirty (30) days after receipt of written notice from a party to terminate pursuant to this Section 25. Neither party shall be considered in default of any provision, term or condition of this Lease by terminating pursuant to this Section 25.

26. **Notices:** All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly serviced or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

if to LESSOR:

University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
ATTN: Contracts Management

if to LESSEE:

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

with copy to:

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

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

27. **Consent or Confirmation:** The parties hereby agree, that any provision herein requiring consent or confirmation of the LESSOR in writing or otherwise, may be given on behalf of LESSOR as follows: (a) in matters concerning additions, alterations, and improvements to the Premises that are nonstructural in nature, consent may be given by the Chief Executive Officer of University Medical Center of Southern Nevada on behalf of LESSOR; and (b) with regards to consent and/or confirmation as required under Sections 6 and 9 consent or confirmation may be given by the Chief Executive Officer of University Medical Center of Southern Nevada. In all other matters, consent shall be given by the governing body for LESSOR.

28. **Quiet Enjoyment:** LESSEE, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease or other agreement to which this Lease may be subordinate.

29. **Force Majeure:** Any prevention, delay or stoppage of work to be performed by LESSOR or LESSEE which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Paragraph shall excuse or delay LESSEE's obligation to pay Rent or other charges under this Lease except as to Paragraph 16 above.

30. **Curing LESSEE's Defaults:** If LESSEE defaults in the performance of any of its obligations under this Lease, LESSOR may (but shall not be obligated to), without waiving such default, perform the same for the account at the expense of LESSEE. LESSEE shall pay LESSOR all reasonable costs of such performance promptly upon receipt of a bill therefore.

31. **Exterior Building Signs:** Except as provided for in **Exhibit A**, LESSEE shall not affix, paint, erect or inscribe any exterior sign, projection, awning, signal or advertisement of any kind to any part of the Premises or the Building, including, without limitation, the inside or outside of windows, or doors, without the written consent of LESSOR. In determining whether or not LESSEE may affix, paint, install, erect or inscribe any sign or advertisement, LESSOR will consider the professional image of the Premises, the infringement on other tenant's rights and space, the quality of the proposed workmanship, and the customary signage in the professional

environment. LESSOR shall work cooperatively with LESSEE on signage design and not reasonably withhold approval of said signage. Notwithstanding the preceding in the event the sign is cobranded i.e. referencing both UNLV and UMCSN the cost will be shared after mutual approval has been given for the design.

LESSEE may, at its sole cost, affix new signs referencing the UNLV School of Medicine (the “**New Signs**”). The design and form of any New Signs must be approved by LESSOR and such approval shall not be unreasonably withheld. During the Term, all maintenance costs related to any New Signs will be shared equally by the Parties. The Dean of the UNLV School of Medicine (or his or her designee) on behalf of LESSEE, and the Chief Executive Officer of UMCSN (or his or her designee) on behalf of LESSOR, are authorized to issue any approvals on behalf of the Parties required by this Section 31.

32. Further Development: LESSOR shall have the right, from time to time:

a. To make reasonable changes to the site plan for the Buildings, including, without limitation, additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the building areas, lobbies, windows, stairways, air shafts, elevators, restrooms, walkways, airways, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways and other Common Areas provided reasonable access to the Premises is maintained. Notwithstanding the forgoing, LESSOR may not: (i) decrease number of spaces in the parking areas reserved for LESSEE to less than the agreed upon 51 spaces; (ii) decrease the number of parking spaces for the Building by more than five percent (5%) from the number existing as of the Effective Date of this Lease and (iii) decrease the existing square footage in the common areas of the Building in total and on each floor by more than five percent (5%);

b. To temporarily close or deny access to any part of the Common Areas for maintenance purposes or for safety reasons, so long as reasonable access to the Premises remains available;

c. To designate other land and improvements outside the boundaries of the Premises to be a part of the Common Areas, provided that such other land and improvements have a reasonable and functional relationship to the Building;

d. To add additional buildings and improvements on the Building and to make alterations thereof or additions thereto and to build additional stories on the Building;

e. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building, or any portion thereof;

f. To temporarily close a portion of Common Areas (other than the Premises and the Exclusive Parking Area), to such extent as may be legally sufficient to prevent a dedication thereof or the acquisition of any rights therein by any person or by the public; and

g. To do and perform such other acts and make such other changes in, to, or with respect to the Common Areas and Building as LESSOR may, in the exercise of sound business judgment, deem to be appropriate, including additions thereto, and to convey portions of the Building (excluding the Premises) to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof.

33. Operation and Use Of Common Areas.

33.1. LESSOR, at its sole cost and expense, shall at all times (i) operate and maintain the Common Areas in a manner consistent with the manner operated and maintained by LESSOR as of the Effective Date, and (ii) keep and maintain the Common Areas in good repair, operation, order and condition, including but not limited to keeping the Common Areas well lit, maintaining exterior lighting for such hours as LESSOR shall determine in its reasonable discretion, keeping all sidewalks swept and free from dust or obstructions, and maintaining all utilities and landscaping.

33.2. LESSOR will have the right (i) to establish, modify and enforce reasonable and uniform rules and regulations with respect to the Common Areas for the general benefit of LESSOR and all tenants of the Building; (ii) without abatement of Rents or other charges, to close such portions of said Common Areas on a temporary basis to such extent as may, in the reasonable opinion of LESSOR, be necessary to prevent a dedication thereof or the accrual of any right to any person or to the public therein or for any other reason in the best interest of LESSOR and all tenants; (iii) without abatement of Rents or other charges, to close temporarily any or all portions of the Common Areas for repairs or refurbishing or to effect construction, repairs or changes within the Premises (provided reasonable access to the Premises is maintained); (iv) to move, remove, relocate and/or replace seats, trees, planters and other amenities; and (v) to do such other acts in and to said areas and improvements, as LESSOR, in the exercise of its reasonable judgment, shall deem to be advisable.

33.3. LESSEE and its assignees, employees, agents, customers and invitees shall have the non-exclusive right to use the Common Areas, subject to the Rules and Regulations (**Exhibit A**).

34. Miscellaneous:

34.1 Accord and Satisfaction; Allocation of Payment. No payment by LESSEE or receipt by LESSOR of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, LESSOR shall give notice of such application immediately.

34.2 Captions, Articles and Paragraph Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no

way define, limit or enlarge the scope of meaning of this Lease. All references to Section numbers refer to Sections in this Lease.

34.3. Changes Requested by Lender. Neither LESSOR nor LESSEE shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on LESSOR's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested. Said changes are subject to LESSOR'S Board of Hospital Trustees' approval and to approval by the Board of Regents on behalf of LESSEE

34.4 Choice of Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Nevada, without regard to Nevada's conflict of law principals.

34.5 Withholding of Consent. Notwithstanding anything contained in this Lease to the contrary, the parties shall have no claim, and hereby waive the right to any claim against the other for money damages by reason of any refusal or withholding of consent otherwise required by this Lease. In such event, the parties' only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent. LESSOR's or LESSEE's consent to or approval of any act by LESSOR or LESSEE requiring LESSOR's or LESSEE's consent or approval shall not be deemed to waive or render unnecessary LESSOR's or LESSEE's consent to or approval of any subsequent act by LESSEE

34.6 Counterparts. This Lease may be executed in multiple counterparts, all of which constitute one and the same Lease.

34.7 Prior Agreements; Amendments. This Lease together with all exhibits, contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and supersedes any prior lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. Except as otherwise provided in this Lease, no provisions of this Lease may be amended or added to except by an agreement, in writing, signed by the parties or their respective successors in interest with the same formality attending the original.

34.8 Recording. LESSEE shall not record this Lease without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE, upon the request of LESSOR, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

34.9 Severability. A final determination by a Court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision.

34.10 Successors and Assigns. This Lease shall apply to and bind the permitted successors and assigns of the parties as provided in this Lease.

34.11 Time of the Essence. Time is of the essence of this Lease.

34.12 Third Party Liability. LESSOR and LESSEE, including any of the respective agents or employees, shall not be liable to third parties for any act or omission of the other party.

34.13 Non-Discrimination. LESSEE hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of age, race, color, religion, sex, sexual orientation, national origin, gender identity or expression, disability, national origin, veteran status, or any other protected status.

34.14 Authority. The individuals signing this Lease on behalf of LESSOR and LESSEE have been duly authorized and empowered to execute this Lease, and by their signatures shall bind LESSOR and LESSEE to perform all the obligations set forth in this Lease.

[SIGNATURE PAGE TO FOLLOW]

The parties hereto have executed this Lease as of the dates as set forth below, the latter of which shall be the "Effective Date".

LESSOR:

University Medical Center of
Southern Nevada

By: Mason VanHouweling
Mason VanHouweling
Chief Executive Officer

4 Apr 18
Date

LESSEE:

Board of Regents of the Nevada System
of Higher Education on behalf of the
University of Nevada School of Medicine

RECOMMENDED

By: Barbara Atkinson
~~Shawn Gerstenberger~~ Barbara Atkinson
Acting Dean
University of Nevada, Las Vegas
School of Medicine

3/15/18
Date

RECOMMENDED

By: Len Jessup
Len Jessup
President
University of Nevada, Las Vegas

3-19-18
Date

APPROVED

By: Thom Reilly
Thom Reilly
Chancellor
Nevada System of Higher Education

3-27-18
Date

APPROVED AS TO LEGAL FORM

By: Elda L. Sidhu 3/8/18
Elda L. Sidhu
General Counsel
University of Nevada, Las Vegas

EXHIBIT A
RULES AND REGULATIONS

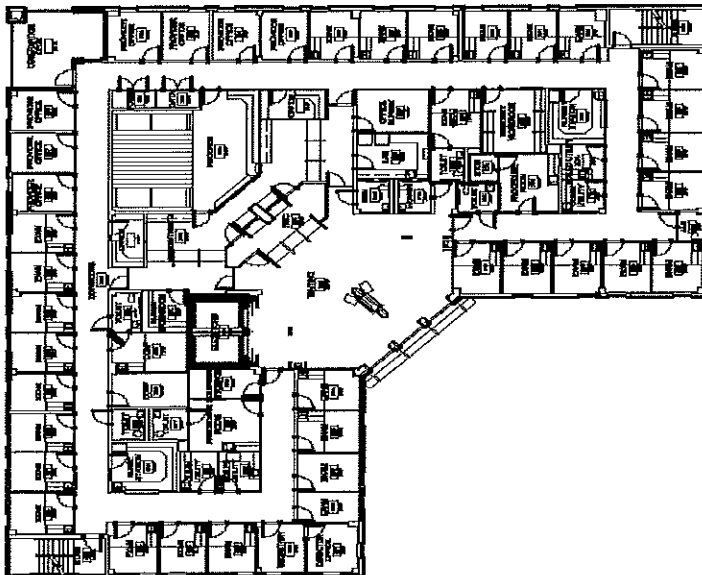
- I. LESSOR agrees to furnish LESSEE a reasonable limited number of Master keys and not more than one key per person occupying each office on the Premises and any additional or duplicate keys will be charge the same cost charged to LESSOR for the additional keys. If Master keys are lost LESSEE will be charged to rekey all locks and same number of replacement Master keys.
- II. LESSEE will refer all contractors, contractor's representatives and installation technicians, rendering any service on or to the Premises for LESSEE, to LESSOR for LESSOR's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph, server, equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.
- III. LESSEE shall not occupy any part of the Building as sleeping or lodging quarters.
- IV. LESSEE shall not place, install or operate on Premises or in any part of the Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any other inflammable, explosive, or hazardous material without prior written consent of LESSOR. Nothing in this section shall prevent the keeping, use or storage of hazardous materials commonly used in a medical office as long as the keeping, use or storage is made or done in compliance with all applicable laws.
- V. LESSOR will not be responsible for lost or stolen personal property, equipment, money or jewelry from LESSEE's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.
- VI. No fish, bird, fowl, dogs, animals or pets or any kind shall be brought into or kept in or about the Building, with the exception of service and law enforcement animals.
- VII. LESSOR will not permit entrance to LESSEE's offices by use of passkey controlled by LESSOR, to any person at any time without written permission by LESSEE, except employees, contractors, or service personnel directly supervised or employed by LESSOR.
- VIII. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash or material of any nature placed, emptied, or thrown into these areas, nor shall such areas be used at any time except for ingress or egress by LESSEE, LESSEE's agents, employees or invitees.
- IX. The water closets any other water fixtures shall not be used for any purpose other than those for which they were constructed. No person shall waste water by interfering with the faucets or otherwise.

- X. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of raucous noises, or other unreasonable use.
- XI. Nothing shall be thrown out of the windows of the Building, or down the stairways or other passages.
- XII. LESSEE shall not store any materials, equipment, products, etc. outside the Premises.
- XIII. LESSEE shall not erect any sign or other insignia upon or in any part of the Building, or other portion of the Premises without prior written consent of the LESSOR which shall not be unreasonably withheld.
- XIV. LESSEE shall comply with all local and federal codes and ordinances related to the use and occupancy of the Premises.
- XV. LESSEE and its agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Project grounds and surrounding areas.
- XVI. Corridor and passage doors when not in use shall be kept closed.
- XVII. No signs, draperies, shutters, window coverings, decorations, hangings or obstructions of any type shall be placed on any skylights or on any doors or windows which are visible from outside the Premises without the prior written consent of the LESSOR which shall not be unreasonably withheld.
- XVIII. The LESSOR reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of LESSOR shall from time to time be needed for safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its Lessees, their agents, and employees, including but not limited to, rules and regulations regarding hours of access to the Building, which rules when made and notice thereof given to a LESSEE shall be binding upon it in like manner as if originally herein prescribed.
- XIX. There shall be no smoking in any part of the Building at any time.

EXHIBIT B DESCRIPTION OF THE 2nd FLOOR PREMISES

NO.	FUNCTION	AREA (SQ. FT.)	NO.	FUNCTION	AREA (SQ. FT.)
201	BOILER ROOM	74.3	201	BOILER ROOM	74.3
202	LAB	84.3	202	LAB	84.3
203	LAB	102.0	203	LAB	102.0
204	LAB	63.3	204	LAB	63.3
205	LAB	67.3	205	LAB	67.3
206	LAB	67.3	206	LAB	67.3
207	LAB	67.3	207	LAB	67.3
208	LAB	67.3	208	LAB	67.3
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NO.	FUNCTION	AREA (SQ. FT.)	NO.	FUNCTION	AREA (SQ. FT.)
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298	LAB	67.3	298	LAB	67.3
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FUNCTION	AREA (SQ. FT.)
NET SQUARE FOOTAGE	8,746
MECHANICAL CIRCULATION AND WALLS	3,980
GROSS SQUARE FOOTAGE	12,726 SQ. FT.

EXHIBIT C
LESSOR EXPANSION PREMISE IMPROVEMENTS

LESSOR, at its sole cost and expense, shall complete improvements to the Premises as outlined below. The improvements to the Premises set forth herein shall be complete on or before November 1, 2017, subject to Section 6.2 and 6.3 of the Lease. Any and all improvements to the Premises shall meet all applicable federal, state and local codes and regulations, including but not limited to the Americans with Disability Act ("ADA").

1. Paint all walls throughout the Expansion Premises with UNLV chosen colors Sherwin Williams brand colors. Tile as needed to replace broken or damaged tile and replace current rubber base with rubber base specified by UNLV SOM.*
2. Replace stained or broken suspended ceiling tiles to match Existing space.
3. Repair doors and door swings as necessary. Paint doors with UNLV SOM provided colors.*
4. Clean all window blinds.
5. Clean all windows inside and out.
6. Repair or remove electronic locks on second floor lobby/elevator. Provide master keys for expanded space.
7. Ensure that all lights and switches are in good working order.
8. Fill in the pass through window in the second floor conference room.
9. Assess parking lot and install additional safety signage as appropriate and mutually agreed upon.

* UNLV SOM's ability to pick out colors as specified in numbers 1 and 3 above is only applicable if UNLV SOM, at their own expense paints and replaces the wall base in the rest of their existing premises to match the colors in the Expansion Premises. If that is not done, the Expansion Premises will be painted to match the colors in the existing premises.

Or

UNLV, at their own expense, within the first year of the commencement of this lease, will paint all of the walls, doors and door frames, and replace all wall bases, to match the colors specified above, in the Expansion Premises, to ensure continuity throughout the Premises.

Approved color choices are as follows:

Satin finishes on paint

Walls: Sherwin Williams SW7013 Ivory Lace

Door trim and window trim: Sherwin Williams SW6108 Latte

Doors: Sherwin William SW6106 Kilim Beige

Wall base: Roppe #624 Chameleon

**EXHIBIT D
LIED AGREEMENTS**

[See Following Pages]

**FUNDING AGREEMENT
FOR
UMC OUTPATIENT CLINIC**

This Agreement entered into this 9th day of October, 1996 by and between the Lied Foundation Trust (hereinafter, "Lied Foundation") and University Medical Center of Southern Nevada (hereinafter, "UMC") for the purpose of establishing a Funding Agreement for the construction of a UMC Outpatient Clinic located at 1524 Pinto Lane, Las Vegas, Nevada.

WHEREAS, UMC is a County owned and operated hospital, created pursuant to Nevada Revised Statute, Chapter 450 and considered a tax-exempt entity under Section 501 (c) (1) of the Internal Revenue Code of 1986; and

WHEREAS, the Lied Foundation has determined that UMC's Outpatient Clinic is worthy of funding as a service to the community.

THEREFORE, in consideration for the covenants and mutual promises made herein, the parties agree as follows:

University Medical Center of Southern Nevada will accept a Two Million Dollar (\$2,000,000) grant from the Lied Foundation to fund the planning, design and construction of the property owned by Clark County and located at 1524 Pinto Lane, Las Vegas, Nevada, commonly known as the UMC Outpatient Clinic and agrees to meet the following conditions:

I. UMC's OBLIGATIONS

1. **Funding.** UMC shall use its best efforts to secure such additional funding as may be necessary to construct the UMC Outpatient Clinic on the Property.
2. **Design.** UMC shall obtain approval from the Lied Foundation of the design and plans for construction of the Clinic, and for landscaping and improvements to the grounds around the Clinic, which shall be consistent with federal, state and local laws, and regulations. Such approval shall not be unreasonably withheld by the Lied Foundation.
3. **Construction.** UMC shall initiate construction on the Clinic on or before September 1, 1997 and proceed expeditiously to complete construction of the Clinic, and initiation of operations from the Clinic on or before September 1, 1998. UMC shall construct, and finish the Clinic in accordance with the plans and designs approved by the Lied Foundation. Upon substantial completion of construction of the Clinic, UMC shall cause the architect for the project to certify to the Lied Foundation that, except for changes approved in writing by the Lied Foundation, the Clinic has been completed substantially in conformance with the plans approved by the Lied Foundation.
4. **Name.** The Clinic shall bear the name of Lied, and shall be dedicated to the memory of Ernst F. Lied and his parents, Ernst M. and Ida K. Lied. A dedication plaque approved by the Lied Foundation shall be prominently displayed at the main entrance or in the main lobby of the Clinic. The Lied name shall be included in all

formal and informal references to the Clinic. No name other than "Lied" shall be shown or displayed on the exterior of the Clinic, or on or about the property other than references to the Clinic functions and University Medical Center of Southern Nevada.

5. **Maintenance.** Subject to UMC making sufficient appropriations each year, UMC shall agree to continuously operate and maintain the Clinic for a period of not less than twenty-five (25) years. For a period of twenty-five (25) years following the opening of the Clinic, UMC shall not sell, lease or otherwise dispose of the Clinic, or permit use of the Clinic for any purpose other than as a Clinic.

In the event that UMC should close the Clinic or fail to operate the Clinic for a period of eighteen (18) consecutive months, UMC agrees that it will give the Two Million and 00/100 Dollars (\$2,000,000.00), conveyed to it under this agreement to the local Las Vegas Salvation Army or its successor non-profit organization and if there is no such entity then to another non-profit organization that performs substantially similar services.

6. **Legal Opinion.** UMC shall deliver to the Lied Foundation, an opinion of independent legal counsel satisfactory to Lied, indicating that the agreement of UMC to the conditions and requirements in this letter constitute the valid, legally binding agreement of the Clinic, which is generally enforceable in accordance with its terms and provisions.
7. **Status of UMC.** UMC is and shall remain a governmental unit described in Section 501 (c) (1) of the Internal Revenue Code of 1986, as amended.

II. LIED FOUNDATION'S OBLIGATIONS

Reporting and Payment Schedule. The Lied Foundation and UMC will agree upon reporting requirements relating to the construction of the Clinic. The monetary grant to UMC shall be paid by the Lied Foundation during the construction of the Clinic, in the proportion that the amount of the monetary grant from the Lied Foundation bears to the total cost of construction.

III. MISCELLANEOUS

1. **Budget Act.** In accordance with N.R.S. 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act.
2. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

and

To UMC:

Administrator/Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Blvd.
Las Vegas, NV 89102

To Lied Foundation:

Lied Foundation Trust
3907 West Charleston Blvd.
Las Vegas, NV 89102

3. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
4. **Authority to Sign.** The individuals signing this Agreement on behalf of the Lied Foundation and UMC have been duly authorized and empowered to execute this Agreement, and by their signatures shall bind the Lied Foundation and University Medical Center of Southern Nevada, to perform all the obligations set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Las Vegas, Nevada on the 15th day of OCTOBER, 1996, to be effective on the 15th day of OCTOBER, 1996.

Lied Foundation Trust

University Medical Center of Southern Nevada

By: Christina M. Hixson
Christina M. Hixson, Trustee

By: Paul J. Christensen
Paul J. Christensen, Chairman
Board of Hospital Trustees

CPH

**FIRST AMENDMENT TO FUNDING AGREEMENT
FOR UMC OUTPATIENT CLINIC**

This First Amendment entered into this 18th day of February, 2015 by and between the Lied Foundation Trust (hereinafter, "Lied Foundation") and University Medical Center of Southern Nevada (hereinafter, "UMC") for the purpose of amending the Funding Agreement (hereinafter "Agreement") entered into on October 15, 1996.

RECITALS

WHEREAS, UMC is a County owned and operated hospital, created pursuant to Nevada Revised Statute, Chapter 450 and considered a tax-exempt entity under Section 501(c)(1) of the Internal Revenue Code of 1986; and

WHEREAS, the Lied Foundation determined that UMC's Outpatient Clinic is worthy of funding a service to the community;

WHEREAS, in 1996, the Lied Foundation donated \$2 million dollars for the construction of a building that is commonly known as the Lied Building, which is owned and operated by UMC pursuant to the Agreement.

WHEREAS, UMC has operated an adult and pediatric outpatient clinic and an outpatient pharmacy out of the Lied Building since 1998, but effective September 30, 2014, UMC can no longer financially operate the Clinic.

THEREFORE, in consideration for the covenants and mutual promises made herein, the parties agree to amend the Agreement as follows:

- (1) Delete Section I subsection 4 Name shall be deleted in its entirety and replaced with the following:

Name. The outside of the building shall bear the name of Lied, and shall be dedicated to the memory of Ernst F. Lied and his parents, Ernst M. and Ida K. Lied. A dedicated plaque approved by the Lied Foundation shall be prominently displayed at the main entrance or in the main lobby of the Clinic. No name other than "Lied" shall be shown or displayed on the exterior of the Clinic, except for any entity that has a lease with UMC to operate a Clinic in the Lied Building.

- (2) The first paragraph of Section I subsection 5 Maintenance shall be deleted in its entirety and replaced it with the following:

Maintenance. Subject to UMC making sufficient appropriations each year, UMC shall agree that a Clinic will be operated in the Lied Building for a period of twenty-five (25)

years following the opening of the Clinic. The Lied Foundation agrees that UMC may lease space in the building for the operation of a Clinic.

- (3) The following definition of Clinic shall be added to the agreement and be the definition for any reference to "Clinic" in the Agreement:

"**Clinic**" means a place where outpatients are given medical treatment or advice at least some of which will be provided to the underprivileged and underserved of Clark County free of charge or at substantially reduced rates.

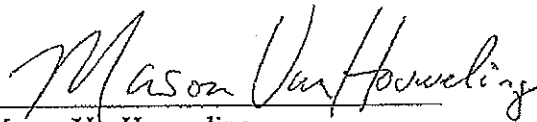
- (4) Except as expressly amended in this Amendment One, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

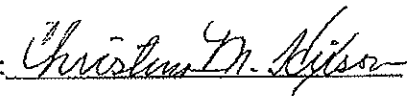
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

LIED FOUNDATION TRUST

By:


Mason VanHouweling
Chief Executive Officer

By:



ATTACHMENT "C"

FIRST AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE

THIS FIRST AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("First Amendment"), is made and entered into as of this 5th day of June, 2018, by and between the BOARD OF HOSPITAL TRUSTEES ("Trustees") on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMCSN" or "LESSOR") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("Board" or "NSHE"), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE ("UNLV" or "LESSEE").

WITNESSETH:

WHEREAS, Lessor and Lessee negotiated that certain Interlocal Medical Office Lease, with an anticipated effective date of November 1, 2017 (the "Lease"), which was then approved by the UMCSN Board of Hospital Trustees ("BOT") on September 19, 2017.

WHEREAS, pursuant to the BOT-approved Lease, Lessor would lease to Lessee premises consisting of approximately 19,297 square feet and known as 1524 Pinto Lane, Las Vegas, NV 89106 (the "Lied Building") and certain Expansion Premises of an additional 6,101 square feet (the "Expansion Premises") for a total of 25,398 square feet.

WHEREAS, subsequent to the approval by the BOT, UMCSN was notified that UNLV no longer had a present intent to occupy the Expansion Premises and a portion thereof was provided for temporary use by Clark County.

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

NOW, THEREFORE, Lessee and Lessor agree that the Lease is amended as follows:

1. Recital D. of the Lease shall be deleted in its entirety and replaced with the following:

UNLV has indicated that it wishes to be provided with an opportunity to lease additional space totaling 6,101 square feet (the "Expansion Premises") in accordance with the terms and conditions set forth herein at such time as the Expansion Premises become available. LESSEE's obligation to pay Base Rent for the Expansion Premises shall commence on the date LESSEE takes possession of any portion of the Expansion Premises.

2. Section 6.2 shall be deleted in its entirety and replaced with the following:

6.2 Delivery of Expansion Premises. LESSOR, at its own cost and expense, will use commercially reasonable efforts to complete certain improvements to the Expansion Premises as defined in **Exhibit C – LESSOR Expansion Premise Improvements** if and when the

Expansion Premises becomes available and LESSEE notifies LESSOR of its intent to occupy such Expansion Premises. Lessor agrees to notify Lessee within ten (10) business days of the vacancy of the Expansion Premises at which time Lessee shall have ten (10) business days in which to respond to Lessor with its intent to occupy the Expansion Premises. Lessor will then begin preparation for delivery of the Expansion Premises within sixty (60) days after notification by Lessee of its intent to occupy the Expansion Premises. In the event either party proposes or is required to make any revisions or changes to the Landlord Improvements, including without limitation any design or material changes, such revisions or changes will be submitted to the other party for its review and approval, which shall not be unreasonably withheld. All approvals called for under this section may be given administratively by the Dean of the UNLV School of Medicine or his or her designee and by the Chief Executive Officer of LESSOR or his designee. The parties acknowledge and agree that in the event of a proposed revision or change, the party proposing the same will be responsible for all costs and expenses related to the same and that the parties will work in good faith to continue to meet the anticipated completion dates, which may be extended if the same is not possible due to factors outside of the reasonable control of the parties.

3. Except as expressly amended by this First Amendment, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the day and year first written above.

[SIGNATURES ON SEPARATE PAGE]

LESSOR:

University Medical Center of
Southern Nevada

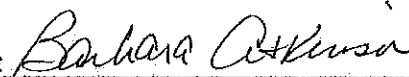
LESSEE:

Board of Regents of the Nevada System
of Higher Education on behalf of the
University of Nevada School of Medicine

RECOMMENDED BY:

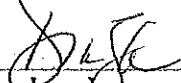
By: 
Mason Van Houweling
Chief Executive Officer

6/5/18
Date

By: 
Barbara Atkinson, Dean
University of Nevada, Las Vegas
School of Medicine

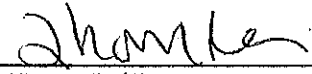
4/16/18
Date

RECOMMENDED BY:

By:  4/17/18
Len Jessup
President
University of Nevada, Las Vegas



4/17/18
Date

APPROVED BY:

By: 
Thom Reilly
Chancellor
Nevada System of Higher Education

4/18/2018
Date

APPROVED AS TO LEGAL FORM:

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

ATTACHMENT "D"

SECOND AMENDMENT TO INTERLOCAL
MEDICAL OFFICE LEASE

THIS SECOND AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("SECOND Amendment"), is made and entered into as of this 19th day of July, 2019, by and between the BOARD OF HOSPITAL TRUSTEES ("Trustees") on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMCSN" or "LESSOR") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("Board" or "NSHE"), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE ("UNLV" or "LESSEE"), under the following circumstances.

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Interlocal Medical Office Lease dated April 4, 2018, (the "Lease") as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018 (the "First Amendment") whereby Lessor has leased to Lessee 19,297 square feet at 1524 Pinto Lane, Las Vegas, NV 89106 (the "Lied Building"), with an additional 6,101 square feet (the "Expansion Premises") for a total of 25,398 square feet.

WHEREAS, pursuant to the First Amendment, Lessee will be provided with an opportunity to lease the Expansion Premises at such time as the Expansion Premises becomes available.

WHEREAS, Lessor and Lessee have agreed to Lessee's lease of additional space on the first floor of the Lied Building consisting of 2,475 square feet ("First Floor Space").

WHEREAS, in consideration of Lessee leasing the First Floor Space, Lessor has agreed to complete certain tenant improvements to the First Floor Space ("Tenant Improvements").

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

NOW, THEREFORE, Lessee and Lessor agree that the Lease is amended as follows:

1. Section 1, "Premises", shall be deleted in its entirety and replaced with the following:

Premises shall be defined as approximately twenty one thousand four hundred four (21,404) square feet including: (a) twelve thousand four hundred fifty-four (12,454) square feet on the third floor, six thousand four hundred seventy five (6,475) square feet on the second floor (excluding shared waiting space), and two thousand four hundred seventy-five (2,475) square feet on the first floor, as depicted in Exhibit A with an additional four hundred and ninety (490) square feet of the first floor common area assigned to Lessor as a load factor.

2. Section 3.1, "Base Rent", shall be deleted in its entirety and replaced with the following:

3.1 **Base Rent.** Beginning on the date that Lessor notifies Lessee that the "Tenant Improvements" to the "First Floor Space" are substantially complete Lessee agrees to pay Base Rent as follows:

Lease Year	Monthly Cost Per Square Foot	Monthly base Rent (Existing Premises – 18,929 sq. ft.)	Monthly base Rent Expansion Premises-5,979 sq. ft.)	Monthly Base Rent TO COMMENCE UPON LESSOR'S NOTICE OF SUBSTANTIAL COMPLETION (First Floor 2,475 sq. ft.)
November 1, 2018-October 31, 2019	\$1.91	\$36,154.39	\$11,419.89	\$4,727.25
November 1, 2019-October 31, 2020	\$1.96	\$37,100.84	\$11,718.84	\$4,851.00
November 1, 2020-October 31, 2021	\$2.02	\$38,236.58	\$12,077.58	\$4,999.50
November 1, 2021-October 31, 2022	\$2.08	\$39,372.32	\$12,436.32	\$5,148.00
OPTION 1: November 1, 2022-October 31, 2023	\$2.14	\$40,508.06	\$12,795.06	\$5,296.50
OPTION 2: November 1, 2023-October 31, 2024	\$2.21	\$41,833.09	\$13,213.59	\$5,469.75

3. Section 6.2, "Delivery of Expansion Premises", shall be deleted in its entirety and replaced with the following:

6.2 Delivery of Expansion Premises and First Floor Space.

(a) **Delivery of Expansion Premises:** LESSOR, at its own cost and expense, will use commercially reasonable efforts to complete certain improvements to the Expansion Premises as defined in **Exhibit B – LESSOR Expansion Premise Improvements** if and when the Expansion Premises becomes available and LESSEE notifies LESSOR of its intent to occupy such Expansion Premises. Lessor agrees to notify Lessee within ten (10) business days of the vacancy of the Expansion Premises at which time Lessee shall have thirty (30) business days in which to respond to Lessor with its intent to occupy the Expansion Premises. Lessor will then begin preparation for delivery of the Expansion Premises within sixty (60) days after notification by Lessee of its intent to occupy the Expansion Premises. Until such time as the Expansion Premises becomes available, LESSEE shall enjoy the right to use common areas with other tenants of the 2nd floor, specifically, the Shared Waiting area as denoted in **Exhibit B**. In the event either party proposes or is required to make any revisions or changes to the Landlord Improvements, including without limitation any design or material changes, such revisions or changes will be submitted to the other party for its review and approval, which shall not be unreasonably withheld. All approvals called for under this section may be given administratively by the Dean of the UNLV School of Medicine or his or her designee and by the Chief Executive Officer of LESSOR or his designee.

(b) **Delivery of First Floor Space:** LESSOR, at its own cost and expense, will use commercially reasonable efforts to complete certain Tenant Improvements to the First Floor Space as defined in **Exhibit C – LESSOR First Floor Premise Improvements**, Lessor will deliver the First Floor Space within thirty (30) days of execution of this Second Amendment. In the event either party proposes or is required to make any revisions or changes to the Tenant Improvements, including without limitation any design or material changes, such revisions or changes will be submitted to the other party for its review and approval, which shall not be unreasonably withheld. All approvals called for under this section may be given administratively by the Dean of the UNLV School of Medicine or his or her designee and by the Chief Executive Officer of LESSOR or his designee.

(c) The parties acknowledge and agree that in the event of a proposed revision or change, the party proposing the same will be responsible for all costs and expenses related to the same and that the parties will work in good faith to continue to meet the anticipated completion dates, which may be extended if the same is not possible due to factors outside of the reasonable control of the parties.

4. Section 5.3, "Janitorial Responsibilities", of the Lease shall be deleted in its entirety.

5. Except as expressly amended by this SECOND Amendment, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SECOND Amendment to be effective as of the day and year first written above.

LESSOR:

University Medical Center of
Southern Nevada

By: Mason Van Houweling
Mason Van Houweling
Chief Executive Officer

Date 7/19/19

LESSEE:

Board of Regents of the Nevada System
of Higher Education on behalf of the
University of Nevada School of Medicine

RECOMMENDED BY:
By: Barbara Atkinson
Barbara Atkinson, Dean
University of Nevada, Las Vegas
School of Medicine

Date _____

RECOMMENDED BY:
By: Marta Meana
Marta Meana
President
University of Nevada, Las Vegas

Date _____

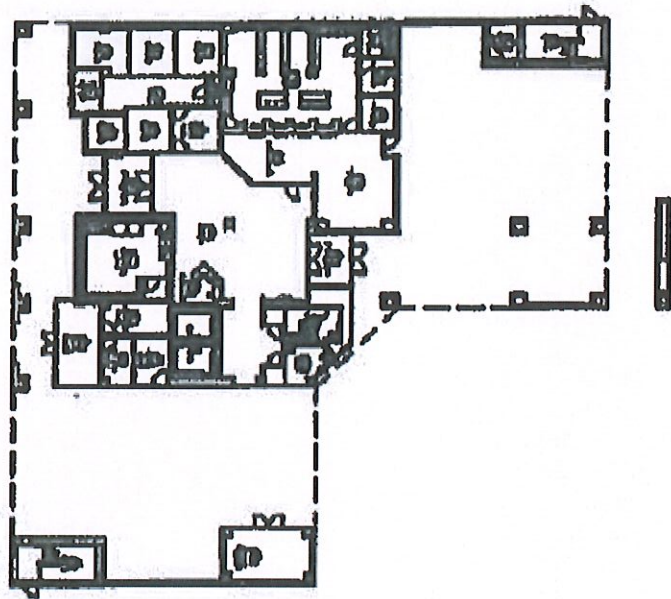
APPROVED BY:
By: Thom Reilly
Thom Reilly Crystal Abba for Thom Reilly
Chancellor
Nevada System of Higher Education

6.11.19
Date _____

APPROVED AS TO LEGAL FORM:
By: Elda L. Sidhu
Elda L. Sidhu
General Counsel
University of Nevada, Las Vegas

EXHIBIT A FIRST FLOOR

Room No.	Room Name	Area (sq. ft.)	Area (sq. m.)
101	RECEPTION	1,200	111.5
102	OFFICE	1,200	111.5
103	OFFICE	1,200	111.5
104	OFFICE	1,200	111.5
105	OFFICE	1,200	111.5
106	OFFICE	1,200	111.5
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UMC - Lied Building
 1st Floor
 1000 1st Avenue, Suite 100
 St. Paul, MN 55101
 612.338.1000

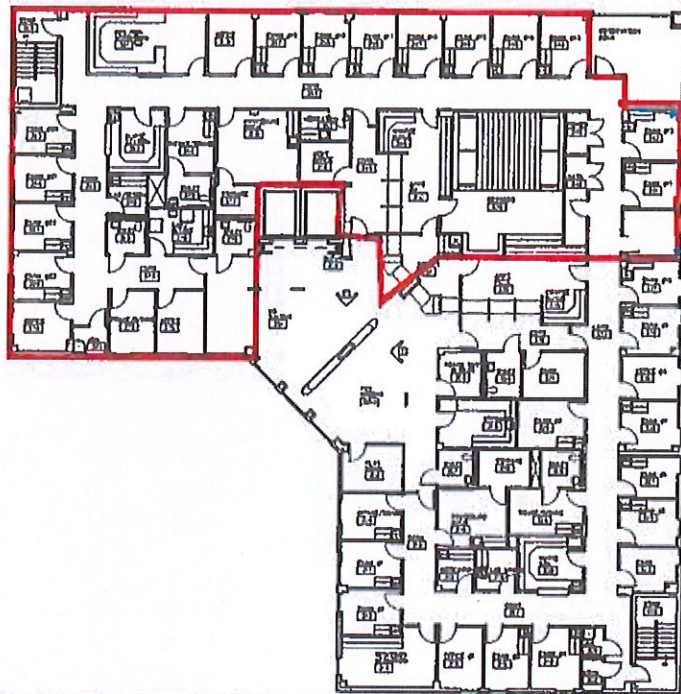
UMC - Lied Building
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UMC - Lied Building
 1st Floor
 1000 1st Avenue, Suite 100
 St. Paul, MN 55101
 612.338.1000

Attachment "A" to
 Board of Regents Briefing Paper

**EXHIBIT A
SECOND FLOOR**

2nd Floor Premises
6,475 Sq. Ft
(Red indicates UNLV
leased premises)





1

Index

UAC - Ued Building
3rd Floor

This is a detailed architectural floor plan of a large, multi-story building, likely a government or institutional structure. The plan shows a complex arrangement of rooms, corridors, and courtyards. The building has a central courtyard area. The plan is oriented with the entrance at the top. The drawing is in black ink on a white background.

[illegible]

1015 PAGE
EUPHONIA PAIR - 2111

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EXHIBIT B
LESSOR Expansion Premise Improvements

LESSOR EXPANSION PREMISE IMPROVEMENTS

LESSOR, at its sole cost and expense, shall complete improvements to the Premises as outlined below. The improvements to the Premises set forth herein shall be completed within sixty days of Lessee Notification, subject to Section 6.2 and 6.3 of the Lease. Any and all improvements to the Premises shall meet all applicable federal, state and local codes and regulations, including but not limited to the Americans with Disability Act ("ADA").

1. Paint all walls throughout the expanded premises to match existing walls in areas already occupied. Repair tile as needed and replace current rubber base with rubber base that matches other areas of currently occupied premises.
2. Replace stained or broken suspended ceiling tiles to match Existing space.
3. Repair doors and door swings as necessary. Paint doors to match currently occupied premises.
4. Repair or remove electronic locks on second floor lobby/elevator. Provide master keys for expanded space.
5. Ensure that all lights and switches are in good working order.

Exhibit C -- LESSOR First Floor Premise Improvements

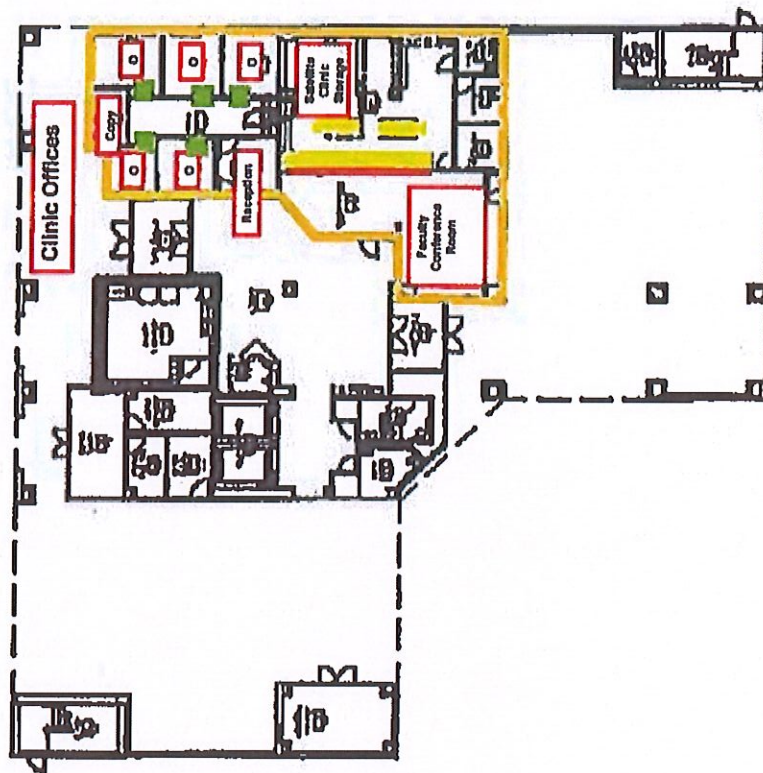
1st Floor

Offices

- New Wall (Infill at demolished counter/grill)
- Demo Counter/Top or Shelving
- New Door

General Notes

1. New flooring and paint within outlined area
2. Frosted film on lobby windows



**Exhibit C – LESSOR First Floor
Premise Improvements**

LESSOR FIRST FLOOR IMPROVEMENTS

1. Paint all walls throughout the expanded premises to match existing walls in areas already occupied. Repair tile as needed and replace current rubber base with rubber base that matches other areas of currently occupied premises.
2. Replace stained or broken suspended ceiling tiles to match Existing space.
3. Repair doors and door swings as necessary. Paint doors to match currently occupied premises.
4. Provide master keys for space.
5. Ensure that all lights and switches are in good working order.

ATTACHMENT "E"

**THIRD AMENDMENT
TO INTERLOCAL MEDICAL OFFICE LEASE**

This THIRD AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("**THIRD Amendment**"), is made by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**UMCSN**" or "**LESSOR**") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("**Board**" or "**NSHE**"), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE AT UNLV ("**UNLV**" or "**LESSEE**"). This THIRD Amendment is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018 (the "**First Amendment**"), and the Second Amendment to Interlocal Medical Office Lease dated July 19, 2019 (the "**Second Amendment**"), pursuant to which Lessee is leasing 21,404 square feet of space from Lessor (collectively, the "**Lease**");

WHEREAS, the Lease is set to expire on October 31, 2022 ("**Original Term**");

WHEREAS, Lessee now desires to exercise the first of its two (2) options ("**Option Period**") to renew the Lease as permitted by Section 2.2 of the Lease; and

WHEREAS, Lessee is not in default under the Lease.

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

1. Term. Lessee hereby exercises its option to extend the Original Term for the Option Period. The new expiration date shall be October 31, 2023.

2. Except as expressly amended in this THIRD Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this THIRD Amendment and the terms of the Lease, the terms of this THIRD Amendment shall prevail. Capitalized terms not defined herein have the meanings given to such terms in the Lease.

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

[Signature Page to Follow]

LESSOR:

University Medical Center of
Southern Nevada

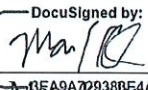
By: 
Mason Van Houweling
Chief Executive Officer


Date

LESSEE:

Board of Regents of the Nevada System
of Higher Education on behalf of the
University of Nevada School of Medicine

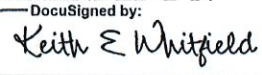
RECOMMENDED BY:

DocuSigned by:
By: 
Marc Kamm, Dean
Kirk Kerkorian School of Medicine at UNLV

2/10/2022

Date


RECOMMENDED BY:

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

2/11/2022

Date

APPROVED BY:

By: 
Melody Rose
Chancellor
Nevada System of Higher Education

2/22/2022

Date

APPROVED AS TO LEGAL FORM:

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



February 14, 2023

University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
Attn: Contracts Management

Re: Notice of Lessor's Exercise of Second Option to Extend Lease

Dear UMC Contract Management:

This notice is in reference to the Interlocal Medical Office Lease for 1524 Pinto Lane, between Board of Hospital Trustees on behalf of University Medical Center of Southern Nevada ("UMCSN" or "Lessor") and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas School of Medicine ("UNLV" or "Lessee") dated April 4, 2018, as amended (the "Lease"). Pursuant to Section 2.2 of the Lease, Lessor hereby exercises its option to extend the Lease by one (1) additional twelve (12) month period commencing on November 1, 2023, and terminating on October 31, 2024.

Please sign below to acknowledge the renewal of the Lease and return a copy of this signed letter to UNLV Real Estate Office. UNLV will then draft an amendment to the Lease to memorialize the extension.


UNLV is happy to work with Lessor on an earlier termination to the Lease upon Lessor's request.

Thank you.

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


RECOMMENDED BY:

DocuSigned by:
By: 
1FA9A729333E0AC
Marc Kaim, Dean
Kirk Kerkorian School of Medicine at UNLV

DocuSigned by:
By: 
9CC6B19A9E644D
Keith E. Whitfield, President
University of Nevada, Las Vegas



APPROVED BY:

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

BOARD OF HOSPITAL TRUSTEES ON BEHALF OF THE UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Name: _____
Title: _____

ATTACHMENT "F"

**FOURTH AMENDMENT TO INTERLOCAL
MEDICAL OFFICE LEASE**

THIS FOURTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("**Fourth Amendment**"), is made by and between the BOARD OF HOSPITAL TRUSTEES ("**Trustees**") on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**UMCSN**" or "**LESSOR**") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("**Board**" or "**NSHE**"), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE ("**UNLV**" or "**LESSEE**"). This Fourth Amendment is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018, Second Amendment to Interlocal Medical Office Lease dated July 19, 2019, and Third Amendment to Interlocal Medical Office Lease dated April 20, 2022, pursuant to which Lessee is leasing 21,404 square feet of space from Lessor (collectively, the "**Lease**").

WHEREAS, the Lease is set to expire on October 31, 2023 ("**Original Term**");

WHEREAS, Lessee now desires to exercise the second of its two (2) options ("**Option Period**") to renew the Lease as permitted by Section 2.2 of the Lease; and

WHEREAS, Lessee is not in default under the Lease.


NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt of which are hereby acknowledged, Lessee and Lessor agree that the Lease is amended as follows:

1. Term. Lessee hereby exercises its option to extend the Original Term for the Option Period. The new Lease expiration date shall be October 31, 2024.
2. Except as expressly amended by this Fourth Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this Fourth Amendment and the terms of the Lease, the terms of this Fourth Amendment shall prevail. Capitalized terms not defined herein have the meanings given to such terms in the Lease.

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

LESSOR:

University Medical Center of
Southern Nevada

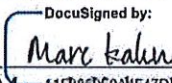
By: 
Mason Van Houweling
Chief Executive Officer

11/8/23
Date

LESSEE:

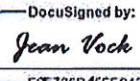
Board of Regents of the Nevada System
of Higher Education on behalf of the
University of Nevada, Las Vegas, Kirk Kerkorian
School of Medicine

RECOMMENDED BY:

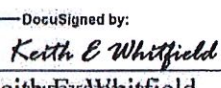
By: 
Marc Kahn, Dean
Kirk Kerkorian School of Medicine,
University of Nevada, Las Vegas
10/4/2023

Date

RECOMMENDED BY:

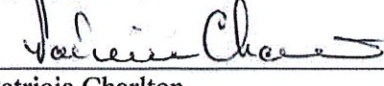
By: 
Jean Vock
Senior Vice President/CFO for Business Affairs
University of Nevada, Las Vegas
10/4/2023

Date

By: 
Keith E. Whitfield
President
University of Nevada, Las Vegas
10/4/2023

Date

APPROVED BY:

By: 
Patricia Charlton
Chancellor

10/4/2023
Date

APPROVED AS TO LEGAL FORM:

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