

## FIRST AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE

THIS FIRST AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("**First 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**"), on behalf of the University of Nevada, Las Vegas, ("**UNLV**" or "**LESSEE**"). This First Amendment is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

### WITNESSETH

WHEREAS, on June 30, 2016, Lessor and Lessee entered into that certain Interlocal Medical Office Lease (the "**Lease**"), pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to lease from Lessor, 23,955 square feet of space on the third (3<sup>rd</sup>), fourth (4<sup>th</sup>), and fifth (5<sup>th</sup>) floors (the "**Premises**") of the medical office building located at 2040 W. Charleston Blvd., Las Vegas, NV 89102 (the "**Building**"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease.

WHEREAS, the current Lease is scheduled to expire on October 31, 2021.

WHEREAS, pursuant to Section 2.2 of the Lease, Lessee has the option to extend the Term for two (2) additional one (1) year periods; Lessee has elected to exercise the first of the two (2) options; and the Lessor and Lessee desire to extend the Term of the Lease as hereinafter provided.

WHEREAS, Lessee is current will all payments and is not in default under the terms of the Lease and meets all the conditions to exercise the option to extend the Term.

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

#### **1. Term**

Pursuant to Section 2.2 of the Lease and by mutual agreement of the parties, Lessee hereby extends the Term from November 1, 2021 through October 31, 2022 ("**Renewal Term**"), unless otherwise terminated in accordance with the Lease.

#### **2. Base Rent**

Pursuant to Section 3.1 "Base Rent," Lessee agrees to pay Lessor a total of Forty-Eight Thousand Six Hundred Twenty-Eight Dollars and 65/100 (\$48,628.65) per month for the Use of the Premises as set forth in the table in Section 3.1 in the row for "Option 1." Beginning on the dates set forth below, Lessee agrees to pay Lessor the following during the Renewal Term:

Lease Year	Start Date	End Date	Monthly Cost Per Square Foot	Monthly Base Rent (3 <sup>rd</sup> Floor – 7,985 sf)	Monthly Base Rent (4 <sup>th</sup> Floor – 7,985 sf)	Monthly Base Rent (5 <sup>th</sup> Floor – 7,985 sf)
Option 1	November 1, 2021	October 31, 2022	\$2.03	\$16,209.55	\$16,209.55	\$16,209.55

### 3. No Further Modifications

Except as modified in this First Amendment, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall prevail. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

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

#### LESSOR:

**University Medical Center of Southern Nevada**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

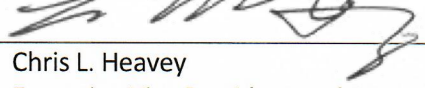
#### LESSEE:

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

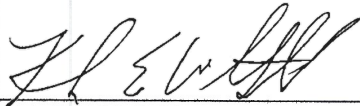
#### Recommended By:

By:  \_\_\_\_\_ Date: 12/30/2020  
Marc J. Kahn  
Dean  
University of Nevada, Las Vegas, School of Medicine


#### Recommended By:

By:  \_\_\_\_\_ Date: 12/30/2020  
Chris L. Heavey  
Executive Vice President and Provost  
University of Nevada, Las Vegas


**Recommended By:**

By:  Date: 1/4/2021  
Keith E. Whitfield  
President  
University of Nevada, Las Vegas

**Approved By:**

By:  Date: 1/22/2021  
Melody Rose  
Chancellor  
Nevada System of Higher Education

**Approved as to Legal Form:**

By:  Date: 12/15/2020  
Elda Sidhu  
General Counsel  
University of Nevada, Las Vegas